

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
DECEMBER 17, 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 ORAVITS
COUNCILMEMBER BAROTZ	COUNCILMEMBER OVERTON
COUNCILMEMBER BREWSTER	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 Special Meeting (Executive Session) of November 26, 2013; the Work Session of November 26, 2013; the Regular Meeting of December 3, 2013; and the Special Budget Work Session of December 4, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Special Meeting (Executive Session) of November 26, 2013; the Work Session of November 26, 2013; the Regular Meeting of December 3, 2013; and the Special Budget Work Session of December 4, 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).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Mark Wagner, "Chevron", 4026 S. Lake Mary Road, Series 09 (liquor store - all spirituous liquor), Person Transfer.

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.

- B. Consideration and Action on Liquor License Application:** Randy Guse, "Walgreens #05221", 1025 S. Milton Rd, Series 09 (liquor store - all spirituous liquor), Person Transfer and Location Transfer.

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 Grant Agreement:** Approve the Grant Agreement between the City of Flagstaff and Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group for the Aircraft Parking Ramp Joint Repairs

RECOMMENDED ACTION:

Approve the Grant Agreement between the City of Flagstaff and Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group.

- B. Consideration and Approval of Contract:** Wildcat Hill WWTP Bar Screen Replacement Project

RECOMMENDED ACTION:

Authorize award and execution of a construction contract with Hunter Contracting, for the purchase and installation of two Bar Screens for the Wildcat Hill Wastewater Treatment Plant. Total contract amount not to exceed \$320,700 and a 240 calendar day contract time; and authorize the City Manager to execute the necessary documents.

- C. Consideration and Approval of Utilities Pump and Well Maintenance Bid:** Utilities Well and Pump Maintenance Contract

RECOMMENDED ACTION:

Accept the bid for Utilities Well and Pump Maintenance Bid No. 2014-17, to The Pump Company of Goodyear, Arizona. In October of 2013, five (5) proposals were received for Utilities Well and Pump Maintenance Services. The pump Company submitted the most responsive and responsible bid. The initial contract is for two (2) years with the option to renew for three (3) additional one (1) year periods, upon mutual agreement between the City of Flagstaff and The Pump Company.

- D. Approval of Final 2014 City of Flagstaff State & Federal Legislative Priorities Agenda**

RECOMMENDED ACTION:

Approve the City of Flagstaff legislative priorities for 2014 covering regional, state and federal issues. Council approval will serve as the basis for positions and actions of City staff and contracted lobbyists representing the City in regional meetings, in state forums involving the Governor, state agencies or before the State Legislature, Congress and federal agencies.

- E. Consideration and Approval of Contract:** Settlement Agreement with American Contractor Indemnity Company to resolve CV2013-006314.

RECOMMENDED ACTION:

Approve settlement of the litigation regarding the landscape bond for the Presidio in the Pines subdivision in the amount of 1.8 million dollars. All other terms of the settlement to be approved by the City Attorney.

10. ROUTINE ITEMS

- A. Consideration and Approval of Contract of Purchase Through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Agreement: Zamboni Model 546 Ice Resurfacer, with accessories.**

RECOMMENDED ACTION:

Approve the purchase of a Zamboni Model 546 Ice Resurfacer, with accessories in the amount of \$100,805.28, plus applicable taxes, through the NJPA cooperative agreement with the state of Minnesota Contract #022113-FZC.

RECESS

6:00 P.M. MEETING

RECONVENE**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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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 and Consideration / Adoption of Resolution No. 2013-33 and Ordinance No. 2013-26:** A resolution of the City Council of the City of Flagstaff, Arizona declaring that certain document known as "The 2013 City Tax Code Amendments" as a Public Record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 3, *Business Regulations*, Chapter 3-05, *Privilege and Excise Taxes*, by adopting "The 2013 City Tax Code Amendments" as set forth in that public record on file with the City Clerk; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing effective dates.

RECOMMENDED ACTION:

- 1) Hold Public Hearing
- 2) Read Resolution No. 2013-33 by title only
- 3) City Clerk reads Resolution No. 2013-33 by title only (if approved above)
- 4) Read Ordinance No. 2013-26 by title only for the first time
- 5) City Clerk reads Ordinance No. 2013-26 by title only for the first time (if approved above)

At the January 7, 2014, Council Meeting:

- 6) Adopt Resolution No. 2013-33
- 7) Read Ordinance No. 2013-26 by title only for the final time
- 8) City Clerk reads Ordinance No. 2013-26 by title only (if approved above)
- 9) Adopt Ordinance No. 2013-26

15. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2013-31:** A resolution authorizing the execution of a Development Agreement between Trailside MAR, LLC and the City of Flagstaff related to the development of approximately 4.02 acres of real property generally located at 600 West University Heights Drive North. (Development Agreement for Trailside Apartments)

RECOMMENDED ACTION:

- 1) Read Resolution No. 2013-31 by title only
- 2) City Clerk reads Resolution No. 2013-31 by title only (if approved above)
- 3) Adopt Resolution No. 2013-31

- B. 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:

- 1) Read Ordinance No. 2013-24 by title only for the final time
- 2) City Clerk reads Ordinance No. 2013-24 by title only for the final time (if approved above)
- 3) Adopt Ordinance No. 2013-24

- C. Discussion/Direction and Possible Action Regarding the Regional Plan Parking Lot and Election Date**

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.

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

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 12/13/2013
Meeting Date: 12/17/2013



TITLE

Consideration and Approval of Minutes: City Council Special Meeting (Executive Session) of November 26, 2013; the Work Session of November 26, 2013; the Regular Meeting of December 3, 2013; and the Special Budget Work Session of December 4, 2013.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Special Meeting (Executive Session) of November 26, 2013; the Work Session of November 26, 2013; the Regular Meeting of December 3, 2013; and the Special Budget Work Session of December 4, 2013.

INFORMATION

Attached are copies of the minutes of the City Council Special Meeting (Executive Session) of November 26, 2013; the Work Session of November 26, 2013; the Regular Meeting of December 3, 2013; and the Special Budget Work Session of December 4, 2013.

Attachments: [CCSMES.11262013.Minutes](#)
[CCWS.11262013.Minutes](#)
[CCRM.12032013.Minutes](#)
[CCSBW.12042013.Minutes](#)

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, NOVEMBER 26, 2013, IN THE STAFF CONFERENCE ROOM, SECOND FLOOR OF THE FLAGSTAFF CITY HALL, 211 WEST ASPEN, FLAGSTAFF, ARIZONA

1. Call to Order

Mayor Nabours called the meeting to order at 4:02 p.m.

2. Roll Call

Present:

Absent:

MAYOR NABOURS (Declared Conflict of Interest on Item 4B and left meeting room)
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ (telephonically)
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

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

3. Recess into Executive Session

Mayor Nabours moved to recess into Executive Session; seconded; passed unanimously. The Flagstaff City Council recessed into Executive Session at 4:02 p.m.

4. **EXECUTIVE SESSION:**

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

i. Presidio Landscape Bonds

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to ARS 38-431.03(A)(3) and (7), respectively.

i. 2 South Beaver and 4 South San Francisco, Ground Leases

Mayor Nabours declared a conflict of interest and left the room at 4:30 p.m.

5. **ADJOURNMENT**

The Flagstaff City Council reconvened into Open Session at 5:09 p.m. at which time the Special Meeting of November 26, 2013, adjourned.

MAYOR

ATTEST:

CITY CLERK

MINUTES

WORK SESSION
TUESDAY, NOVEMBER 26, 2013
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

1. Call to Order.

Mayor Nabours called the Flagstaff Work Session of November 26, 2013, to order at 6:09 p.m.

2. Pledge of Allegiance.

The City Council and audience recited the Pledge of Allegiance.

3. Roll Call

Councilmembers present:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ (telephonically)
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Councilmembers absent:

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

4. Public Participation

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.

Laura Myers, representing the La Plaza Vieja Neighborhood, reminded the Council that their area has a neighborhood plan of what they would like to see if their area, and 650 student rooms was not acceptable.

At this time Mayor Nabours notified the public that if their trash collection occurred on Thursday, it would be picked up on Wednesday due to the Thanksgiving holiday.

5. **Preliminary Review of Draft Agenda for the December 3, 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.*

Councilmember Overton, in referring to item 9-C, Rio de Flag project, asked if there was any way to tighten up the timeframe. Project Manager James Duval said that 205 days is what they think it will take. They are giving them until June 30 to deliver, but the hope is to come before Council in May to deliver the results of the DCR and how to move forward. In response to a question of Councilmember Overton, Mr. Duval noted that there are benchmarks associated with the project.

6. **Community Reinvestment Policy - Part 2**

Community Design and Redevelopment Manager Karl Eberhard said that awhile back he was before Council asking for decisions to help staff get some decision points, and tonight he would be addressing the subsidiary decision points and asking for direction from Council.

- 1) *Concurrence sought: We will develop "Reinvestment Policy" ideas instead of "Redevelopment and Infill Policy" ideas.*

Council concurred with this statement.

- 2) *Concurrence sought: We will develop overarching policies instead of targeting specific districts*

- If districts preferred, what districts would you like addressed?

See discussion under #4 below.

- 3) *Concurrence sought: We develop policies that promote reinvestment regardless of land uses (residential and nonresidential)*

- If a nonresidential focus is desired, would mixed-use development be included?

Vice Mayor Evans asked, in reference to both #2 and #3, if such policies would address displacement of residents. She said that by knowing the answer to that question she could better answer this for herself. Mr. Eberhard said that he does not know that they have had that conversation at this point.

Mayor Nabours said that he agreed that it is an issue to be addressed, but a larger issue is that it has legal implications. They need to get through this and then come back and address that issue specifically. Vice Mayor Evans said that she respectfully disagreed. A lot of times the Council makes policy that does not connect with other policies needed. They could spend the next two to three months doing this and then never get to the residential relocation issues. If they cannot address that issue at this time perhaps they should focus on commercial. Councilmember Woodson said that he was not sure he agreed with separating them. Reinvestment is a good term; if they are reinvesting in commercial it could mean taking an old residential area and making it commercial.

Mr. Burke said that the proposed policy is trying to merge the two together. A good example is some of the Route 66 parcels. There are some commercial parcels that will stay commercial and they could separate that reinvestment from a residential one on the issue of displacement. If there is an opportunity to add mixed use to a purely commercial development, if there was no displacement of residential, he asked how they would feel, and then the third question would be the policy regarding residential displacement.

Mr. Burke noted that Councilmember Barotz was having audio difficulties, but she had e-mailed that she agreed with the concerns of Vice Mayor Evans.

Mayor Nabours suggested that those items be placed on a "parking lot" for further discussion at a later time.

- 4) *Concurrence – These policies will create a difference (a gap) between green field and reinvestment opportunities and requirements*

Council concurred with this statement.

Mr. Burke asked that they return to discussion of Item 2. He said that he and Mr. Eberhard have discussed this and he wants to make sure they were keeping some targeting on the table, in the form of emphasis. An example would be the Fourth Street Corridor. They would not mean to say they need to do a district, but he asked if they would like to be able to say it is an area of interest, so they can concentrate their Capital Improvements Plan (CIP) to a targeted area without it being a district. It would be more of an area of emphasis. Council concurred.

- 5) *Are we willing to make significant infrastructure placement investments?*

- Should we add reinvestment needs to our Capital Improvements Plan and priorities?

Mayor Nabours asked if they would be telling a developer, "if you reinvest in this area, then you will have incentives?" Mr. Eberhard said that would be an option available, but what they were suggesting was more systematic in reinvesting altogether. The reinvestment would occur where it is needed if incentivized overall. He said that it gets into what Mr. Burke was saying, that if they invest capital infrastructure where they want it to occur, it tends to happen. He said that

there are many tools that would come back to Council with the full policy if this was something they wanted to consider.

Councilmember Overton said that he thought this was one of the more important bullet points. As a city they have held a tremendous amount of the resources. If they want to encourage reinvestment as much as possible, they have to throw resources toward this in a more robust fashion.

Mr. Eberhard said that one of the things that the City is doing right now is looking at the ageing water/sewer systems. That would be one of the ways to predict, but if reinvestment was part of the matrix, it would support such reinvestment efforts.

Consensus from Council was to make reinvestment a consideration in the five-year plan.

6) *Are we willing to invest in more planning?*

- Corrective Zoning, Master Planning, Neighborhood and Corridor Planning, and...

Mr. Eberhard said that they have done master planning on some of the major systems such as water and sewer, but they need to do that on a larger scale for other systems, such as neighborhoods, sidewalks, etc. It would be a level of planning lower than a regional plan.

Mayor Nabours asked where it would come up, other than during the CIP. Mr. Eberhard said that it would come up in a number of different places. He does not know that they have any comprehensive study of sidewalks and that would be good to have along with the roads assessment and water and sewer, parks, etc.—everything that they ask a developer to do.

Councilmember Oravits voiced concern with such planning, seeing it as layers on top of layers. Mr. Eberhard said that he would hope they would not overlap much. The Regional Plan does not have enough detail to build infrastructure from.

Councilmember Oravits said that he looks at the Fourth Street Corridor Study and has a different outtake. He asked if they are doing studies for everything and bogging themselves down and putting these plans on the shelves. Mr. Eberhard said that he would hope that such studies, like the others, would be coming before Council.

Councilmember Woodson said that having been through this a number of years, 1) they are presuming they have enough money left over to address these specific needs; 2) they are presuming their crystal ball is better than economic environment out there; and 3) his recommendation, is that if nothing else they would have created an infrastructure bank so they could respond when a developer comes to the table.

Vice Mayor Evans said that if they are going to be successful in the concept of reinvestment, they need to have some type of plan. They already have one

reinvestment project, and it was directly contrary to what the neighborhood said they wanted to have done. That causes conflict and uncertainty. Whether the City likes the plan that is brought forward they have neighbors that have invested time and if they are going to give developers incentives, they should present them with some type of plan showing what that neighborhood's vision is.

She said that one of the reasons they have been having problems with neighborhoods is they have these plans, but they have not been adopted, such as with Sunnyside.

Councilmember Overton said that having a plan for public infrastructure on public property is one thing. The conflict is the one in which private property is involved. They cannot control what landowners would like to do with their properties. He does not find planning private parcels something they should throw more investment into.

He would prefer to see 90% of funding going toward infrastructure and 10% toward planning on the pieces over which the City has control. Vice Mayor Evans said that she agreed 100% that they cannot control what a private property owner wants, but they could consider the wishes of a neighborhood if a plan had been presented and the property owners comes before Council for a rezoning. Councilmember Overton said that it was a different issue for him.

Councilmember Oravits said that he liked what Councilmember Overton was saying. Oftentimes plans are crafted by a small group of people, but he is in favor of a certain degree of planning.

Further discussion was held on the benefits of planning. It was suggested that whether a plan is needed or not for a development could be left up to staff, but it was noted that by doing that it is unpredictable for developers. It was agreed that this was not a high priority at this time.

7) *Should we look at eliminating some special study requirements?*

- *In favor of lesser specific standards, but better overall outcomes?*
- *In favor of community infrastructure planning and development?*
- *Would an "in-lieu-of fee" system be of interest?*

After brief discussion on this issue Council agreed to consider options in the overall policy.

8) *Are we willing to reconsider the use of development impact fees?*

- *Would we want to invest in an "aging infrastructure credit" system?*

After brief discussion, Council agreed in not moving forward with additional impact fees.

- 9) Do we want to invest in parcel assemblage?

After brief discussion, Council agreed in not moving forward with parcel assemblage.

- 10) *Concurrence sought: Certain development requirements will need to be changed to foster reinvestment, but as a broad reinvestment incentive, there is not a lot of meat left on that bone.*

Council concurred with this statement.

- 11) *Concurrence sought: Similarly, with permitting processing times measured in weeks, this tool does not offer meaningful reinvestment incentives.*

Council concurred with this statement.

- 12) *Concurrent sought: Permit fee waivers were less meaningful... But now we will take another look in light of recent City Council direction.*

Council agreed to not look at permit fee waivers.

A break was held from 7:23 p.m. to 7:33 p.m.

David Monihan, Northern Arizona Builders Association, spoke in favor of a reinvestment policy.

7. **Draft 2014 City of Flagstaff State & Federal Legislative Priorities Agenda**

Deputy City Manager Jerene Watson stated that this was the annual review of the legislative agenda for both state and federal. She briefly reviewed the Guiding Principles and then the State issues which were:

- STATE SHARED REVENUES
- HURF RESTORATION
- ADOT ROW USE
- FOREST HEALTH
- PENSION REFORM
- ECONOMIC DEVELOPMENT TOOLS
- SALES TAX SYSTEMS INTEGRATION
- ENERGY DISTRICTS
- BUILDING CODE TECHNICAL AMENDMENT
- ASSISTANCE FROM ADOT AND STATE RE I-11 CORRIDOR ECONOMIC IMPACT STUDY
- SUPPORT EFFORTS FOR ESTABLISHMENT OF A VETERANS' HOME IN BELLEMONT

Additionally, Ms. Watson noted that the City of Flagstaff supported League resolutions regarding harsher penalties for graffiti.

Mayor Nabours noted that he was the League's Executive Committee meeting last week and they addressed a number of these issues, specifically the HURF restoration, the pension reform and sales tax integration.

City Manager Kevin Burke then reviewed the Federal issues being addressed this year:

- RIO DE FLAG FLOOD CONTROL PROJECT
- WATER RESOURCES DEVELOPMENT REAUTHORIZATION
- TRANSPORTATION
- FOREST HEALTH
- WATER
- FAA (AIRPORT)
- FEMA

It was noted that State Representative Brenda Barton had suggested that the state couple matching funds on the forest health issues.

Ms. Watson stated that these would be brought back to Council at their December 17, 2013, for final approval.

Councilmember Overton noted, on the pension side, that they may also run into issues with the Affordable Care Act and how they look at part-time versus full-time formulas.

Discussion was also held on the fact that the Navajo Nation has electronic billboards. This may not be a state issue, but they would not want to see the City's dark sky efforts thwarted with such billboards.

Further discussion was held on the Rio de Flag project. Mr. Burke said that the City is still attempting to get approval to build to federal standards but let the City manage the full project. Mayor Nabours noted that last year when they discussed this with them, the feds indicated that it was a state decision first. If the state denied, then they could appeal to the feds. Mr. Burke said that the state has denied ineligible expenses so now they must appeal to the feds.

Ms. Watson introduced Richard Travis of Nexus Consulting who was present, as well as Bob Holmes attending telephonically, and noted that they were key players in handling the state and federal issues.

Mayor Nabours reminded them that if there was anything from the Council's end that could be of assistance, to not hesitate in asking them. Mr. Travis said that they would do that and it was critical for the Legislature to hear from communities the size of Flagstaff regarding pensions.

Mr. Burke said that they usually schedule a trip to Washington DC the first part of next year. They were looking at the week of February 25, 2014, and asked which Councilmembers would be interested in attending. Mayor Nabours, Vice Mayor Evans, and Councilmembers Overton and Woodson all voiced an interest in attending.

8. Flagstaff Regional Plan 2030: Place Matters

Mr. Eastman reviewed the process that was being proposed by staff in moving forward with the "Parking Lot." It was noted that the list they prepared included those items which received 4 or more check marks from Council first; and then they would move down the list, time permitting.

Mr. Cronk said that staff had grouped them by overall topics to be addressed at the same time. After further discussion, staff said that they would prepare the final listing to be brought back to the December 3, 2013, second public hearing, and there may be more items added at that time. They would then review the Parking Lot at the December 6, 2013, Retreat. Additionally, they could make time at the December 10, 2013, Work Session for further discussion, but final direction would need to be given to staff at the December 17, 2013, Council Meeting, at which time they would also agree on a final election date.

9. Review of Draft Agenda Items for the December 3, 2013, City Council Meeting.*

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

None

10. Public Participation

None

11. Informational Items and Reports from Council and Staff, requests for Future Agenda Items

Councilmember Brewster reminded everyone that on Saturday NAU would be playing football, and she encouraged everyone to attend and show their support.

12. Adjournment

The Work Session of the Flagstaff City Council held November 26, 2013, adjourned at 8:35 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

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.

1. **CALL TO ORDER**

Mayor Nabours called the meeting to order at 4:06 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
COUNCILMEMBER BAROTZ
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

Absent:

VICE MAYOR EVANS
COUNCILMEMBER BREWSTER

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

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

Members of the audience and City Council recited the Pledge of Allegiance and Mayor Nabours read the City's 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.

Councilmember Woodson moved to 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]; 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.

None

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.

Councilmember Overton moved to reappoint Matt Evans to the Airport Commission, term to expire October 2016; seconded; passed unanimously.

Councilmember Overton moved to appoint Mary Lou Hagan to the Airport Commission; term to expire October 2016; seconded; passed unanimously.

B. **Consideration of Appointments:** Water Commission.

Mayor Nabours moved to appoint Russ Yelton to the Water Commission; term to expire December 2016; seconded; passed unanimously.

Mayor Nabours moved to appoint Charlie Odegaard to the Water Commission; term to expire December 2016; seconded.

Brief discussion was held on whether they were making a change in past practice to reappoint those currently serving. Councilmember Barotz said that she would like to give the two current members an opportunity to continue on with the Commission. It was suggested that it is a case-by-case basis.

Motion passed 4-1 with Councilmember Barotz casting the dissenting vote.

Mayor Nabours moved to reappoint John Nawakowski to the Water Commission, term to expire December 2016; seconded; passed unanimously.

C. **Consideration of Appointments:** Planning and Zoning Commission.

Councilmember Woodson moved to appoint Paul W. Turner to the Planning and Zoning Commission, term to expire December 2016; seconded; passed unanimously.

Councilmember Woodson moved to reappoint Stephen Dorsett to the Planning and Zoning Commission, term to expire December 2016; seconded; passed unanimously.

D. **Consideration of Appointments:** Sustainability Commission.

Councilmember Overton moved to appoint Todd Barnell to the Sustainability Commission, term to expire October 2016; seconded; passed unanimously.

Councilmember Overton moved to appoint Kevin Ordean to the Sustainability Commission, term to expire October 2016; seconded, passed unanimously.

Councilmember Overton moved to appoint Jeffrey Stevenson to the Sustainability Commission, term to expire October 2016; seconded; passed unanimously.

Councilmember Woodson noted that it was difficult to be receiving applications up until the last minute and when they have their overall discussion in the future on Boards and Commissions he would like to propose that they institute a cut-off time for receiving applications for vacancies.

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.

Mayor Nabours opened the Public Hearing for both licenses. There being no public input, Mayor Nabours closed the Public Hearing.

Councilmember Overton moved to forward both applications to the State with a recommendation for approval; seconded; passed unanimously.

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

See above motion under 8-A.

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).

Mayor Nabours stated that NAIPTA was going to build a new facility. They have the funds to do that and they were asking that City staff be their construction management and they will reimburse staff up to \$70,000. He asked how the City arrived at the amount of \$70,000. Capital Improvements Program Manager James Duval said that they did a list of tasks and assigned man-hours, and this was the conservative amount at which they arrived.

- 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.

Mayor Nabours said that he was sorry to see this contract going out of town.

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

Mayor Nabours said that he was also sorry to see this project going out of town.

Councilmember Barotz asked when the Statements of Qualifications would be released to the public. Patrick Brown, Purchasing, replied that they would be public records as soon as the contract was awarded by Council.

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.

Councilmember Woodson moved to approve the Consent Agenda; seconded; passed unanimously.

10. **ROUTINE ITEMS**

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

Utilities Engineering Manager Ryan Roberts gave a PowerPoint presentation on this item which addressed:

- OVERVIEW
- OVERVIEW PROCESS
- DESIGN LAYOUT
- PILOT TEST
- PILOT TEST RESULTS
- BID RESULTS

Mr. Roberts said that the low bid was received from Felix Construction. The Utilities Division has remaining CIP funding and they would like to proceed with the contract. In response to a request of Mayor Nabours, Mr. Roberts replied that this amount would include six tubes, as well as the other materials. He said that the ongoing cost would be borne by the Plant and all new bags would be purchased through normal operations budget.

Mayor Nabours asked how they removed the solids that were pumped into the bags. Mr. Roberts said that they fill, dewater, and continue that process until the bag is full of solids, generally seven to eight feet in height. Then they give it 14-20 days to totally dewater and dry out using gravity. Once it is sufficiently dry they cut the bag and dispose on the dedicated dump site. He said that they are one-time use bags which run around \$5,000 each.

Councilmember Oravits noted that this was a short to mid-term solution, and asked what the long-term solution would be. Mr. Roberts said he was correct; this was a temporary solution. They are looking to get through the next five years, maximum, and will come back to Council with a long-term solution. They have hired Carollo and Tetratek to give them some idea of costs for a permanent solution. He added that there are different ways to solve the problem.

Councilmember Oravits asked if they had figured out something with the solids being brought in from people outside the City. Utilities Director Brad Hill said that they plan to bring that issue back for further discussion, through the Water Policy conversations, at the January 14, 2014, Council meeting.

Councilmember Woodson moved to 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; and authorize the City Manager to execute the necessary documents; seconded; passed unanimously.

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

Floodplain Project Manager Kyle Brown briefly reviewed this project, noting that these were two separate projects with smaller projects bundled. He would be managing Bundle #1 and David McKee would be managing Bundle #2. He said that they were part of the drainage improvement programs and addressed ten prioritized projects out of 75 that have been brought forward.

Councilmember Overton moved to approve these projects and was good to see them moving forward [1) 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) 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]; seconded; passed unanimously.

RECESS

The Regular Meeting of the Flagstaff City Council held December 3, 2013, recessed at 4:36 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Meeting of the Flagstaff City Council held December 3, 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:

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**

None

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

None

14. **PUBLIC HEARING ITEMS**

Mayor Nabours noted that Items 14-A and 14-B would be discussed together.

Planning Development Manager Brian Kulina gave a PowerPoint presentation on the project which addressed:

- LOCATION MAP
- GENERAL INFORMATION
- GENERAL PLAN GOALS, POLICIES & STRATEGIES
- PUBLIC FACILITIES AND SERVICE IMPACTS
- ZONING MAP AMENDMENT
- CONFORMANCE TO THE GENERAL PLAN
- ZONING – CITY OF FLAGSTAFF ZONING CODE
- PARKING
- PUBLIC SYSTEMS IMPACT
- STORMWATER
- RESOURCE PROTECTION PLAN
- PUBLIC INPUT
- RECOMMENDATION

Councilmember Barotz commended Mr. Kulina on a good presentation.

Mayor Nabours said that his understanding was there were only two conditions on the rezone—1) it be in accordance with the proposed plan, and 2) the three parcels be combined into one.

Vice Mayor Evans said that there currently is not a park on the west side of the City. The Council changed the minimum size of a new park, and she asked if staff was suggesting that this was a good change. Mr. Kulina replied that they were.

Vice Mayor Evans said that once this goes forward, and the one other property located at Forest Meadows and Highland Mesa goes forward, the two properties that were identified by the current Regional Plan as properties for a westside park, which citizens say they are lacking, will not be available.

Public Works Manager Steve Zimmerman said that the lack of a westside park had been identified in the Parks Master Plan, however based on current standards they would need a parcel between 20 and 40 acres, and they have not identified a parcel of that size.

Vice Mayor Evans said that because they have changed the standard and they have a new Parks Master Plan that states they have to be a specific size, they are saying that this four-acre piece of property, or the other one down the road, may now have its zoning changed to allow for a different use of the property with no westside park.

Mr. Burke said that they classified parks into different types and they looked at the dispersion of those types throughout the City. The Master Plan identified a shortage of a particular type of park, and it was a 20-acre park.

Vice Mayor Evans said that she sat down two years ago with a group from that area who was concerned that they did not have any park at all. Now she is looking at the two remaining parcels—she thought four acres was pretty big. Mr. Zimmerman noted that there is a Bow & Arrow Park that is one-third of a mile away and there is also another park next to DeMiguel Park in University Heights. He added that the Boulder Point subdivision put in its own private park.

Mr. Zimmerman said that once they put in parking for a park at this site, there would not be much left, maybe room for a playground. Mayor Nabours noted that if they were going to locate a City park at that site, the City would have to buy the parcel.

Mayor Nabours opened the Public Hearing on both item 14-A and 14-B.

Kathy Turner, resident of University Heights, said that based on her understanding the high density complex was targeted more for NAU student housing. She voiced concern with increased crime rates and asked if NAU police would be assisting the City in patrolling the area.

Nat White, Flagstaff, gave some history on the parcel noting that when the multihousing went into that area it was to be used for a school and playgrounds. It sat vacant for a long time and when the school district chose to build DeMiguel there was no longer interest on this site. He said at that time there was a lot of discussion about the old University Heights section and viewsheds being blocked. At that time it was suggested that the developer keep the property for future use, but he did not know what happened after that.

Kent Hotsenpiller, Mogollon Engineering, said that this development was targeted for families, single parents, and some had the security of garages. It has a nice clubhouse with amenities.

Vice Mayor Evans referred the discussion back to the application submitted, noting that it inferred that it was focusing on student housing.

Dana Kjellgren, attorney for the developer, said that NAU and the community college are communities that are comprised of more than students. It includes administrative personnel and staff that work there and their salaries are not as high as other professions.

Mayor Nabours said that he considered student housing to be where the rooms are rented individually. Mr. Hortsenpiller noted that these were not being rented in that fashion.

Ms. Kjellgren noted that under the Fair Housing Act they are required to rent to anyone that meets the application requirements so they cannot discriminate in favor of students, against them, or anyone else.

Councilmember Barotz asked what the developer could do with the property tomorrow if the plan amendment and rezone did not go through. Mr. Kulina said that it could be developed as a commercial site, with several commercial uses that may not be compatible with the neighborhood.

Tad Theimer, University Heights resident, said that he did a quick survey of his neighbors and out of the ten he spoke with none of them knew this was there, even though there was the zone change sign, and none of them were in favor of it.

Victoria Cornish, University Heights resident, said that all of the prior public comments were good and she brought up concern with the lower part of University Heights having center divides and how that would cause confusion with this added traffic.

There being no further public comment, Mayor Nabours closed the Public Hearing.

Mayor Nabours noted that this item previously went before the Planning and Zoning Commission and they voted unanimously for its approval.

Councilmember Barotz asked staff to address the issue of notice to the neighbors. Mr. Kulina said that they mailed notices to everyone within the 300' buffer. A sign was posted on the property that identified both the Planning and Zoning Commission and City Council public hearings, and a notice was published in the newspaper. Additionally, the developers held a neighborhood meeting.

Mr. Hotsenpiller said that approximately 16 people attended the developer's neighborhood meeting, with 8 of them being from the surrounding community. They had maps of the project and explained it, and their comments were recorded and provided in a report. He said that most comments were regarding traffic. He said that they mailed out 220 envelopes inviting them to the meeting and had a 4' x 4' sign posted on the property for the public hearing held at the Fire Station on Lake Mary Road.

- 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).

Councilmember Overton moved to read Resolution No. 2013-30 by title only; seconded; passed 6-1 with Vice Mayor Evans casting the dissenting vote.

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL 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

Councilmember Overton moved to adopt Resolution No. 2013-30; seconded.

Vice Mayor Evans said that she respectfully felt this was shortsighted of the Council. She has brought forward a few times the issue of a shortage of a west side park. As the City grows they will need that even more. She said that the City Council rules as a majority and previously the majority of the Council did not see this as a priority. Now they are losing one parcel of property, and possibly the last parcel in the near future, for such a park and it was sad to see that go.

Councilmember Overton noted that this was a private land holding and is being developed in an appropriate manner. He agreed that they need to address the west side park solution, but he did not find this parcel usable for that use. Vice Mayor Evans said that the City should have purchased the parcel.

Motion passed 6-1 with Vice Mayor Evans casting the dissenting vote.

- 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).

Mayor Nabours moved to read Ordinance No. 2013-24 by title only for the first time; seconded; passed 6-1 with Vice Mayor Evans casting the dissenting vote.

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL 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 (with conditions) developed in proposed plan and 3 parcels combined into one

Mayor Nabours explained that second reading and adoption would occur at the December 17, 2013, meeting.

Councilmember Oravits thanked staff and developers, noting that the City is always talking about affordable housing and this is a way to increase that. Vice Mayor Evans noted that this project would give them 11 units out of the total number designated as affordable housing. Councilmember Oravits noted that it would add to the supply in general.

Mayor Nabours said that they would move to item 15-A next.

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.

Roger Eastman briefly reviewed the proposed Regional Plan Major Amendment for Little America through a PowerPoint presentation which addressed:

- REGIONAL PLAN AMENDMENT
- ZONE CHANGE APPLICATION
- RESOLUTION NO. 2013-32
- LOOKING AT THE NEW CONFIGURATION
- ADDED LAND USE – GOLF COURSE DEFINITION
- CONDITIONS OF APPROVAL

Mr. Eastman noted that the Conditions of Approval were markers; they put it into the public record with the staff summary to notify the developer that is what they would need to do.

Mr. Wally Huffman, representing the Holdings family, said that the family has enjoyed their 40 years in Flagstaff. Little America was a dream of Mr. Holdings and it has become an icon in the City and has been enjoyed by all members of the community. He said that in 2006 the Holdings family decided to look at the property and decide on what the next 40 years would look like.

He said that the current zoning is one unit per one acre. That is not a good mix with what the Holdings' passions are or their expertise. He said that they did some charrettes with Design Workshop, who recently presented before Council. In 2006, they asked the family what they would want to see on the property and what is currently being presented is similar to the map created at that time by the family.

Mr. Huffman said that they have used a similar business model successfully in Sun Valley and it fits into the Sinclair Family. They think it would be a great amenity to the City; they have left as much open space as possible. They have had 20 months with the community, with outreach meetings, private meetings, and meetings with staff. A month ago they went through the Planning and Zoning Commission and they have studied it hard and tried to respond to local concerns as much as possible, while still creating a plan that would be sustainable.

The only issue raised that they were not able to address to some of their satisfaction was water for irrigating a golf course. In their deliberations with staff it was represented that the appropriate use of reclaimed water was for irrigation, but there was not enough reclaimed water at the present time to irrigate. Since they do not plan to build the golf course in the next few years, they are hopeful that by the time they get to the point of building a golf course there will be enough reclaimed water. They also understand that the use of reclaimed water is a condition of going forward with a golf course and they could not build it unless there was reclaimed water available at that time.

He said that there were other amenities in the project that are important to the City of Flagstaff. It is not just a designation resort to bring people here, but dedicating the Rio de Flag water course on a public basis for use by the public in perpetuity.

Mayor Nabours said that there has been much discussion about the reclaimed water, and he asked Mr. Huffman if they understood that the City was not guaranteeing any amount of reclaimed water if the project was approved. Mr. Huffman said that they absolutely understood that there is a lot of work still to do. He said that if they got into the zoning process they will have to provide the City solutions to the issues to meet those conditions and they understood that completely.

Councilmember Barotz asked, if knowing there was no guarantee for reclaimed water to irrigate the golf course, what they would do if they went forward with the project and in the future there was no water available. Mr. Huffman said that they would not build the golf course, but it would probably mean they would not build the convention hotel on the property either. He said that through his experience over the last 37 years in Sun Valley, being a remote destination, 60% of the hotel is built on convention business. If he characterized the value of recreation amenities—horses, rivers, youth, tennis courts, ice skating, etc. the number one amenity is a golf course.

He said that they are unique in that they do not operate private recreational facilities. In Sun Valley and in Snow Basin, Utah, they planned all of the amenities as open to the public. There would be some priority given to visitors, but they want public use of those amenities.

Councilmember Barotz asked if they would build the other uses, and she asked if the golf course was critical and they receive the golf course designation but in the future it becomes clear that reclaimed water would not be available, what would happen to the golf course designated land. Mr. Huffman said that they would have to come back to Council. He said that some parts of their project could move forward but if there was no golf course, the destination resort could not go forward.

Councilmember Barotz said that there was a land use category called golf course, but there was no definition for golf course. Mr. Eastman said that he and Ms. D'Andrea talked about that and he cannot answer why there is no description in the current Regional Plan as he was not here at that time, but he agrees it is not there. He has pulled a few definitions from other sources and reviewed a recommended definition, should Council wish to include it within their motion if they were to approve this amendment.

Councilmember Barotz said that she has given this so much thought and has asked a lot of questions. She was really struggling with the golf course and water. She has never been to Sun Valley, but she asked if it faced the same issues faced by Flagstaff with regard to water. Mr. Huffman said that it was at 5,800 feet with a ski area, at the cusp of the Great Basin on the north end and it was high desert at the very foot of the mountains so their vegetation is much like that of Flagstaff's. He said that it was not irrigated with reclaimed water as it was part of a Union Pacific Ranch which came with the oldest water rights on Trail Creek, although they are building a two million gallon reservoir just for reclaimed water use to use on one of the two golf courses.

The following individuals spoke in opposition to the project:

- Kathleen Nelson
- Rudy Preston
- Marilyn Weismann, representing Friends of Flagstaff's Future
- Joan Abbott
- Cathy Ann Trotta

Comments in opposition included:

- Concern with traffic circulation to extend John Wesley Powell Blvd. as once a road goes through open space it invites more development
- Should consider large infrastructure needs before moving forward with projects like this
- Approval of this would be short-sighted
- Would like to see the property remain open space
- Main concern is golf course
- Reclaimed water is a huge issue and its future has not been addressed
- Little America owners have enough money; they don't need to develop
- Concerned with golf course putting chemicals back into the environment
- Why not consider a Frisbee golf course; there are other options to golf

The following individuals spoke in favor of the project:

- Mike Sistak, Flagstaff Chamber of Commerce
- Kent Wick
- David Monihan, Northern Arizona Builders Association

Comments in favor included:

- Chamber of Commerce supports all aspects of the development
- Land is a target area for future growth
- Construction phase would create jobs
- More sales tax to community; more into BBB
- Housing plans will offer diversity of types of housing
- Owns property behind Little America, since 1974, and he supports
- Project is consistent with General Plan; recommend approval
- Little America has been a long-term, valued member of the community

Mayor Nabours moved to read Resolution No. 2013-32 by title only; seconded.

Councilmember Barotz told the Holdings family that her decision was in no way a reflection on her feelings for the family; they have had an incredible dedication to the community with the values expressed tonight and in other projects. Her decision is based on the golf course and its long term future.

Councilmember Brewster said that the family has contributed in many ways and with millions to the community over the years. It is about being part of the community and in her mind it is a good development. She said that reclaimed water may be a problem at this time, but it will be taken care of, long before the golf course is in use.

Vice Mayor Evans said that she has spent a lot of time on this regional plan amendment. She said that they all appreciate what Little America has done in the City, but unfortunately when they stop to ask questions it is perceived as anti-Little America or anti-growth and she apologized for that.

She said that it was great that there are businesses in the community that allow the public to use its space, but now when they want to develop their property there is public outcry. She said that compared to what could be developed in that area, she believes this is the highest and best use of the property minus the golf course.

She said that at the Development Agreement stage is when they will work through the traffic, flooding, etc. and it will be a great conversation and those in Sinagua Heights will be a part of that discussion.

Vice Mayor Evans asked Mr. Eastman what would occur if the use changed in the future. Mr. Eastman said that it would depend on which Regional Plan they were working with in the future.

Mayor Nabours said that the way he sees it is that it is up to Little America as to how they address the issue of reclaimed water. They may be considering rainwater harvesting or other methods of providing reclaimed water. He did not believe it was up to the City to tell them their golf course is not going to work. The City has made it clear it is not guaranteeing any amount of reclaimed water.

Councilmember Woodson asked if the use of rainwater harvesting in the future would be precluded by the condition. Mr. Eastman said that he believed the intent was that no potable water would be used for the golf course.

Councilmember Barotz said that she did not think that by expressing her concern of reclaimed water that she was telling Little America how to run their golf course. She represents 65,000 people that live in Flagstaff year-round. Vice Mayor Evans agreed.

Councilmember Oravits said that when comparing what could be located at the property, he believed this was a higher use and he commended people that invested in their community, instead of sitting on their wealth, as it benefits the community.

Councilmember Overton said that they have been here before. From his perspective they were headed in the right direction, understanding that there are still concerns to be addressed.

Councilmember Barotz said that she could get behind the development, but for the golf course.

Mr. Burke said that another item for consideration is the parks. If there was any way for them to be developed and maintained privately but kept open, that would be the ultimate plan.

Councilmember Overton said that if there were bigger municipal needs beyond the City, such as property for schools, he would ask them to consider that as well.

Motion passed 5-2 with the following roll call vote:

COUNCILMEMBER WOODSON	YES
MAYOR NABOURS	YES
VICE MAYOR EVANS	NO
COUNCILMEMBER BAROTZ	NO
COUNCILMEMBER BREWSTER	YES
COUNCILMEMBER ORAVITS	YES
COUNCILMEMBER OVERTON	YES

A RESOLUTION ADOPTING A MAJOR AMENDMENT TO THE FLAGSTAFF AREA REGIONAL LAND USE AND TRANSPORTATION PLAN BY CHANGING THE REGIONAL LAND USE PLAN AND CITY LAND USE PLAN DESIGNATIONS OF APPROXIMATELY 495 ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH OF EAST BUTLER AVENUE AND EAST OF INTERSTATE FORTY

Mayor Nabours moved to adopt Resolution No. 2013-32; with the amended language to define golf course [A golf course is an area of land laid out with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course may include a clubhouse with a bar/restaurant and related retail sales, restrooms, driving range, shelters, maintenance buildings, and similar accessory uses]; seconded; passed 5-2 with the following roll call vote:

MAYOR NABOURS	YES
VICE MAYOR EVANS	NO
COUNCILMEMBER BAROTZ	NO
COUNCILMEMBER BREWSTER	YES
COUNCILMEMBER ORAVITS	YES
COUNCILMEMBER OVERTON	YES
COUNCILMEMBER WOODSON	YES

A break was taken from 8:00 p.m. to 8:12 p.m.

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

Planning Director Jim Cronk began by introducing Dan Folke, who will be the new Planning Director when he retires. He said that Mr. Folke has taken over everything but the Regional Plan. Mr. Folke said it was nice to be in Flagstaff and was looking forward to working with everyone.

Mayor Nabours opened the Public Hearing.

John Aber, Assistant Planning Director for Coconino County, reported that the Board of Supervisors had held a hearing on this item at their meeting this afternoon and unanimously approved the Public Hearing Draft as submitted and published in August of this year. He said that the Board of Supervisors knew that

the City had a "parking lot" to review, but they wanted to convey that they appreciate the collaboration and cooperative working relationship between the County and City.

He also reported that Supervisor Art Babbott wanted to convey that the Board was very much opposed to seeing a bypass depicted on the Regional Plan map as there are very important wildlife corridors through that area. Additionally, Supervisor Archuleta conveyed that she would not be in favor of increasing the activity centers from ¼ mile radius to ½ mile radius.

Mayor Nabours asked Mr. Aber if the board intended to look at the draft again once they made decisions on the parking lot. Mr. Aber said that the action taken today was their final action on the document.

Councilmember Oravits asked if they discussed possible delay of action to allow for a bill moving through the Legislature to be acted on which would allow the County residents to vote on the plan as well. Mr. Aber said that there was discussion but they chose to go ahead on schedule as planned.

The following individuals spoke on the Regional Plan:

- Charlotte Welch
- Joy Staveley
- Marilyn Weismann, Friends of Flagstaff's Future
- Charlie Odegaard
- Tish Bogan-Ozmun
- Sat Best
- Rudy Preston
- Nat White
- Eva Putzova
- Carol Bousquet

The following comments were received:

- Had some clarifying issues regarding heritage preservation, which was submitted in written form to staff
- Attended the Board of Supervisors Meeting and reported on comments made there
- Concerned with direction of Regional Plan and intent to redirect
- Believed in value of a people's plan
- Thought it was good to have discussions back and forth
- Discussions at Friday's session would be thoughtful and allow for everyone's input
- Her goals were also goals of Conservation Study Forum
- Will submit comments on 270 parking lot items by Friday
- Looking at the parking lot list, it appears that many of the items focus on economic development, at the expense of other values and that is not the best idea
- Basis of good business is predictability and values should be clearly stated
- Slow growth down; let infrastructure catch up with development

- Respect the plan developed
- Suggestion to change “climate change” to “climate variability” flies in the face of data, research papers, etc.
- State real information and facts
- Encouraged Council to adopt the draft adopted by Board of Supervisors
- There are conflicting policies, but as decisions are made and as plan is applied it will become obvious through discussion which way to go
- Feels this plan is what the community desires
- Shocked by the nine-page, 270 comment document
- Doesn't want Flagstaff to be known as the City that doesn't respect science (by changing terms)
- Was huge support at public meetings to not have bypass on map
- Thank Council for their commitment to reviewing the plan so carefully over the past 12 weeks and thank the community, who through 4 ½ years has been a tremendous support and provided thousands of hours of contributions to the process
- Process was inclusive and comprehensive
- Citizens Advisory Committee worked diligently to represent the wide range of interests and priorities of the entire community.

Mayor Nabours closed the public hearing and noted that there would be no public comment received at the Friday retreat.

Mayor Nabours made a few comments regarding the document, noting that moving the Appendix B would require amendment to the pyramid.

Brief discussion was held on the process being followed on Friday. Staff noted that the intent was to discuss those with four or more checks first, and then address those with less.

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**

Vice Mayor Evans congratulated Councilmember Barotz for being named “Flagstaff's Best Elected Official” by the Arizona Daily Sun.

She reported that she spoke with Jimmy Craven, owner of the Monte Vista Hotel downtown, and he mentioned how much he appreciated Karl Eberhard's work with the downtown business district.

She also requested that a memo be provided to Council on the issue referenced in the newspaper article regarding NAU students being deferred from citations re alcohol use.

Councilmember Woodson said that he would like to see the Council's discussion on boards/commission take place sooner rather than later.

Councilmember Barotz noted that going through the board/commission rosters it was interesting to see those that have served for years, but have never attended training. She said she would like to talk about that issue during that broader discussion.

Mr. Burke congratulated Councilmember Brewster on her 15 years of employment with Northern Arizona University.

He also reminded everyone of the Budget Retreat, scheduled to begin at 8:00 a.m. on December 4, 2013, noting that it would not go past 5:00 p.m. And, he reminded them of the Regional Plan Retreat scheduled for Friday at 8:00 a.m.

19. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council of December 3, 2013, adjourned at 9:05 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 December 3, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 7th day of January, 2014.

CITY CLERK

MINUTES

**CITY COUNCIL SPECIAL BUDGET WORK SESSION
WEDNESDAY, DECEMBER 4, 2013
FLAGSTAFF AQUAPLEX
1702 NORTH FOURTH STREET
8:00 A.M.**

1. **Call to Order**

Mayor Nabours called the Special Budget Work Session to order at 8:04 a.m.

2. **Roll Call**

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

Present:

MAYOR NABOURS

VICE MAYOR EVANS (arrived at 9:22 a.m.)

COUNCILMEMBER BAROTZ (arrived during lunch break)

COUNCILMEMBERORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER BREWSTER

COUNCILMEMBER WOODSON

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

3. **City of Flagstaff FY2015 Budget**

City Manager Kevin Burke began the PowerPoint which addressed:

•AGENDA

Purpose and Overview

Revenue Forecast

Fixed Cost Forecast

CIP

Priorities for FY15 Budget

Council Discussion

•PURPOSE AND OVERVIEW

Revenue Director Andy Wagemake reviewed the following items:

•REVENUE AND FIXED COSTS FORECASTS

•DISCLAIMER

•REVENUE FORECAST

•CITY SALES TAX REVENUE 1%

- BBB COLLECTIONS
- ASSESSED VALUATION – PROPERTY TAX (Primary and Secondary)
- FRANCHISE FEE REVENUE
- STATE SHARED REVENUES – SALES TAX
- STATE SHARED – URBAN REVENUE (Income Tax)
- STATE SHARED – AUTO LIEU (Vehicle Registration)
- HIGHWAY USER REVENUE FUND (HURF)
- SALARY TRIGGERS – See Handout
- PROJECTED/POSSIBLE GENERAL
- FUND REVENUE INCREASES IN FY2015
- PROJECTED/POSSIBLE GENERAL FUND REVENUE INCREASES IN FY15
- SALES TAX OPTIONS
- USE TAX INFORMATION
- WASTEWATER SERVICES
- TAX CLASSIFICATION INCREASES

Management Services Director Barbara Goodrich reviewed the following:

- FIXED COSTS FORECASTS
- ASRS
- PSRS
- MARKET OR MERIT
- WORKERS COMPENSATION
- FIXED COSTS
- TOTAL FIXED COSTS

Vice Mayor Evans arrived at this time (9:22 a.m.)

A break was held from 9:23 a.m. to 9:39 a.m.

Capital Improvements Engineer Mo El-Ali then reviewed the following:

- CAPITAL IMPROVEMENTS PROGRAM
- CIP – INTRODUCTION
- CIP – PLANNING PYRAMID
- CIP – ELEMENTS
- CIP- GENERAL GOVERNMENT
- CITIZEN PARTICIPATION
- PROGRAM GOALS
- CRITERIA
- 2010 STREET/UTILITY PROJECTS
- GENERAL GOVERNMENT – CORE SERVICES MAINTENANCE FACILITY
- 1996 PARKS & RECREATION BOND \$1.1M
- 2004 PARKS AND RECREATION BOND \$2.8M
- SOLAR PANEL PROJECTS
- OBSERVATORY MESA
- TRANSPORTATION TAX PROGRAM OVERVIEW
- TRANSPORTATION TAX PROGRAM
- FUNDING SOURCES
- EXPENDITURES
- CITIZEN PARTICIPATION GUIDING DOCUMENTS

- PROJECT SELECTION AND PRIORITY CRITERIA
- FIVE YEAR PLAN PROJECTS
- TRANSIT SERVICE ENHANCEMENT – NAIPTA

FMPO Manager David Wessel then reviewed the following:

- FUTS OVERVIEW
- FUTS FUNDING SOURCES
- MILEAGE BY FUNDING SOURCE
- COMMITTEES AND COMMISSIONS
- CITIZEN INVOLVEMENT
- PROGRAM GOALS
- PRIORITY EVALUATION
- CRITERIA
- PROJECTS

At this time Public Works Director Erik Solberg reviewed the following:

- PARKS & RECREATION CAPITAL UNFUNDED
- HURF

Brief discussion was held on the ability to add a property owner's half of sidewalk repair costs to their water bill. Ms. D'Andrea said that with the way the ordinance is currently written it would not be permitted as it could be interpreted as gifting; however, the ordinance could be amended.

Staff was asked that this be considered for a future agenda item to allow for possible funding of these repairs through the Land Trust.

- SOLID WASTE – LANDFILL

Councilmember Overton asked why there were such large numbers in the CIP for addressing methane gas when the Council was not aware of it. Mr. Solberg said that those figures of \$1.8 million for infrastructure and \$4 million for wells, have been included in the CIP to address methane gas when it becomes an issue. However, they recently did testing and it came in way under the target so they will be moving those numbers out for five years which is the next time they are required to test.

Councilmember Overton asked for a CCR on this issue.

Karl Eberhard then reviewed the following:

- BBB – BEAUTIFICATION
- Funding Sources
Expenditures
How are BPAC recommendations developed?
Selection and Priority – BBB Ordinance
Selection and Priority – BPAC Guidelines
FY14 – Five-year Plans

Brief discussion was held on various projects. Mayor Nabours asked how funds get spent and if they all go before Council for approval. Mr. Eberhard replied that the budget adoption is a blanket approval, but any expenditure over \$50,000 still comes to Council for approval.

Discussion was held on the need for buy-in from the Council on proposed projects of the BPAC before they get down the road with funding. Mr. Burke said that they could do that, possibly through a mini budget retreat each year.

Mayor Nabours said that when it is in the budget and CIP he was not sure that Council understood by approving the budget and CIP, they have approved ten things under beautification and that is where there is a disconnect.

Councilmember Overton said that they do good things with their money. This may be a good place for a joint Council/Commission retreat.

Vice Mayor Evans said that it was a good idea to talk with them. Also, it was important to understand that they do short-term, mid-term and long-term projects.

Councilmember Oravits asked when they would be reviewing the Fourth Street Corridor Study. Mr. Burke said that they were waiting for the end of the calendar year. There had been discussions of a district, and they did not want to confuse the two, but it looks like the Fourth Street District will not happen by the end of the calendar year so they will start scheduling for that discussion. Councilmember Oravits said that he would like to see something done with traffic on Fourth Street.

Airport Manager Barney Helmick reviewed the following:

- AIRPORT CAPITAL IMPROVEMENT FUNDING SOURCES
- INVOLVEMENT IN AIRPORT CAPITAL PROGRAMS
- CITIZEN IDENTIFIED CONCERNS VS. PROFESSIONAL TECHNICAL ASPECTS
- AIRPORT CAPITAL PROJECTS – FUNDED
- AIRPORT CAPITAL PROJECTS – UNFUNDED
- AIRPORT CAPITAL PROGRAM

Mayor Nabours noted that the road out front has gotten really bad and if they were not going to get FAA funding, he asked if it should go into the street rehab program with the OCI rating. Councilmember Overton asked if there was anything on the horizon with the substation going in. Mr. Helmick said that they have a subcommittee looking at the issue and they have discussed possibly outsourcing promotion of the property.

Utilities Engineering Manager Ryan Roberts then reviewed the following:

- UTILITIES
 - Funding Sources
 - Expenditures
 - Citizen Participation
 - Criteria
- FIVE YEAR PLAN MAJOR PROJECTS

Stormwater Manager Malcolm Altar reviewed:

- STORMWATER
Funding sources
Improvement Program
Projects Listing
Master Plans

Councilmember Oravits left at 11:17 a.m.

Mr. El-Ali said that he wanted to emphasize that in the capital projects each year they look at the unfunded list. It is a very powerful document in that a project is on the list for the next ten years and when funding sources become available they use that list to bring those projects forward.

A lunch break was held from 11:24 a.m. to 12:26 p.m. During this time Councilmember Oravits returned and Councilmember Barotz arrived.

Mr. Burke then reviewed the following:

- THE BIG PICTURE
Mission
Vision
Council Goals
Strategic Documents
 - Regional Plan
 - Master Plans
 - Council Resolutions

- TAKING CARE OF WHAT WE HAVE
What's Broken
What's Behind
What's on Its Last Leg

- TO ADVANCE THE BIG PICTURE, WE NEED TO THINK DIFFERENTLY
- CUTTING IS LESS OF AN OPTION
- WE ARE NOT GETTING OUT OF ANY BUSINESSES
- WE MAY CHANGE THE WAY WE DELIVER A SERVICE

- BUDGET TOOLS FOR TODAY
Contracting Out
 - Vacancies
 - New Hires
 - Internal ServicesMarginal Cuts
Re-Allocation
New Revenue Sources

- PRIORITIZATION FOR FY15 BUDGET
Approach A

Catch-up
Maintain
Improve
Approach B
No Cost
Existing Cost
New Cost

•PRIORITIZATION FOR FY 15
Approach C = Categories/A + B

•APPROACH C – CATEGORIES
Competing Pent-up Needs Broken Into Categories
Compensation
Maintenance/Infrastructure
Training
Staffing
IT
Life Safety
Economic Development
Other

Attendees were then broken into three tables and each did the following exercises and shared with the other groups.

EXERCISE #1: COUNCIL DISCUSSION ON CATEGORY NOMENCLATURE

Step 1: Review investment categories
Step 2: Confirm the investment categories are accurate
Step 3: Confirm no need for additional investment categories
Step 4: Can any investment categories be combined?

A break was taken from 1:53 p.m. to 2:02 p.m.

EXERCISE #2: SMALL GROUP DISCUSSION ON BENCHMARKS

For Each Category:
Step 1: How would you define success/progress
Step 2: Group report out
Document group's discussion
Multiple ideas/measures welcome

EXERCISE #3: COUNCIL DISCUSSION TO PRIORITIZE CATEGORIES

•COUNCIL CONSENT

After the above exercises were completed and further discussion was held, the top three areas of focus identified by Council for FY15 were:

•COMPENSATION

- STAFFING (UNDERFILLED POSITIONS)
- INFRASTRUCTURE

The Special Budget Work Session of the Flagstaff City Council held December 4, 2013, adjourned at 3:58 p.m.

MAYOR

ATTEST:

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Action on Liquor License Application: Mark Wagner, "Chevron", 4026 S. Lake Mary Road, Series 09 (liquor store - all spirituous liquor), Person Transfer.

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:

Series 09 (Liquor Store - all spirituous liquor) licenses are obtained through the person transfer of an existing license from another person. The Chevron location at 4026 S. Lake Mary Road is currently operating with a Series 9 liquor license, which is for a liquor store.

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 person transfer Series 09 liquor license was received from Mark Wagner for Chevron, 4026 S. Lake Mary Road.

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 person transfer, consideration may be given to only the applicant's personal qualifications.

A Series 09 (Liquor Store) license allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The deadline for issuing a recommendation on this application is December 30, 2013.

The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government (Series 05), hotel/motel (Series 11), or restaurant, (Series 12) liquor license applications; 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. We are not aware of any other relevant considerations.

Community Benefits and Considerations:

The application was properly posted on November 8, 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: [Chevron Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 9 Description](#)
 [Chevron PD Memo](#)
 [Chevron Code Memo](#)
 [Chevron Sales Tax Memo](#)

OFFICE OF THE CITY CLERK

December 5, 2013

Chevron
Attn: Mark Wagner
2295 E. Butler Ave
Flagstaff, AZ 86004

Dear Mark:

Your application for a person transfer of a Series 9 liquor license for Chevron at 14026 S. Lake Mary Rd. was posted on November 8, 2013. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 17, 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.

License Types: Series 09 Liquor Store License (All spirituous liquors)

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

Off-sale retail privileges

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

PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

MEMORANDUM

Memo #13-110-01

TO: Chief Treadway

FROM: Sgt. Matt Wright #704

DATE: November 12, 2013

RE: Series 9 liquor license person to person transfer for Chevron on Lake Mary Road

On November 12, 2013, I initiated an investigation into an application for a series 09 (liquor store) person to person transfer. The application was filed by Agent/Controlling Person, Mark Wagner and Controlling Person Beverly Ann Wagner. The store is located at 4026 S. Lake Mary Road in Flagstaff. This is an application to transfer the existing license 09030007 from the name of the previous owner (James Robert Mankowski) to the current business owner and license applicants Mark and Beverly Wagner.

A query through local systems and public access on Mark and Beverly Wagner showed no derogatory records. I spoke with Mark who confirmed the sale of the business. The business is located more than 300 feet from any church or school. Mark stated he has no pending or past liquor law violations and his current license for his Butler Chevron store is in good standing. Mark advised they would be selling 40 oz. malt liquor. Mark advised small shooters would also be sold but displayed for sale behind the counter to detour thefts.

As a result of this investigation, I can find no reason to oppose this series 09 liquor license person to person transfer. Recommendation to Council would be for approval.



Planning and Development Services Memorandum

October 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 #09030007
4026 S. Lake Mary Rd., Flagstaff, Arizona 86005
Assessor's Parcel Number 105-03-027A
Mark Wagner on behalf of Chevron

This application is a request for a Series 07 (Beer and Wine Bar) person transfer from Mark Wagner on behalf of Chevron, located in the Suburban Commercial (SC) Zone. This district allows for liquor stores.

There are no active zoning code violations associated with Mark Wagner or Chevron at this time.

This liquor license is recommended for approval.

Memo

To: Stacy Saltzburg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: November 22, 2013

Re: Series 09 Liquor License – Person Transfer – Flagstaff Butler Chevron.

Applicant Flagstaff Butler Chevron LLC, Mark Wagner as its Managing Member is properly licensed with the City for Transaction Privilege Tax and is schedule to file its first tax return next month. Currently they are in good standing with the Tax, Licensing and Revenue Section of the City. Current Licensee Ponderosa Visions, Ltd with James Mankowski as its Principal is also in good standing with the City sales tax section.

/liquor licenses/Mother Flagstaff Butler Chevron.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Action on Liquor License Application: Randy Guse, "Walgreens #05221", 1025 S. Milton Rd, Series 09 (liquor store - all spirituous liquor), Person Transfer and Location Transfer.

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:

Series 09 (Liquor Store - all spirituous liquor) licenses are obtained through the person and location transfer of an existing license from another business. The person and location transfer are from Linda Lee Russell for High Country Market located at 102 N. 1st Ave., Williams, Arizona. The liquor license purchased from High Country Market was inactive at the time of sale.

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 person transfer and location transfer Series 09 (Liquor Store - all spirituous liquor) was received from Randy Guse for Walgreens #05221, 1025 S. Milton Rd. The person transfer and location transfer are from Linda Lee Russell for High Country Market located at 102 N. 1st Ave., Williams, Arizona. The liquor license purchased from High Country Market was inactive at the time of sale. The Walgreens location at 1025 S. Milton Rd. is currently operating with a Series 10 liquor license, which is for a liquor store selling wine and beer only.

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 both a person transfer and location transfer, consideration may be given to both the applicant's personal qualifications and the location.

A Series 09 (Liquor Store) license allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

The deadline for issuing a recommendation on this application is December 30, 2013.

Expanded Financial Considerations:

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

Community Benefits and Considerations:

The application was properly posted on November 25, 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: [Walgreens Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 9 Description](#)
 [Walgreens Section 13](#)
 [Walgreens PD Memo](#)
 [Walgreens Code Memo](#)

Walgreens Tax Memo

OFFICE OF THE CITY CLERK

December 5, 2013

Walgreens
Attn: Randy Guse
PO Box 901
Deerfield, IL 60015

Dear Randy:

Your application for a person and location transfer of a Series 9 liquor license for Walgreens #05221 at 1025 S. Milton Rd. was posted on November 25, 2013. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 17, 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 December 15, 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.

License Types: Series 09 Liquor Store License (All spirituous liquors)

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

Off-sale retail privileges

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

PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name High Country Market
 (Exactly as it appears on license) Address 102 N 1st Ave Williams, AZ 86046
2. New Business: Name Walgreens #05221
 (Physical Street Location) Address 1025 S Milton RD., Flagstaff, AZ 86001
3. License Type: Series 9 License Number: 09030027
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? Upon Approval What date do you plan to open? Upon Approval

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) c) Government license (§ 4-205.03)
 b) Hotel/motel license (§ 4-205.01) d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 1583 ft. Name of school Pine Forest Charter School
 Address 1120 W Kaibab LN Flagstaff AZ 86001
 City, State, Zip _____
2. Distance to nearest church: 2640 ft. Name of church Our Lady Of Guadalupe Chapel
 Address 224 S Kendrick ST. Flagstaff, AZ 86001
 City, State, Zip _____
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name KMD Flagstaff LLC
 Address 2424 N Federal Hwy Ste 454 Boca Raton FL 33431
 City, State, Zip _____
- 4a. Monthly rental/lease rate \$ 27,114.75 What is the remaining length of the lease 45 yrs. _____ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
 (give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ Go into default
 Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Retail Drug Store

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 10033169 (exactly as it appears on license) Name Walgreens #05221 Randy Allen Guse

SECTION 14 Restaurant or hotel/motel license applicants: n/a

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc. 13,855 sq ft

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.



 applicants initials

MEMORANDUM

Memo #13-115-01

TO: Chief Treadway

FROM: Sgt. Matt Wright #704

DATE: December 4, 2013

RE: Series 09 Location and person Transfer of a series 9 liquor license for Walgreens on South Milton Road

On December 4, 2013, I initiated an investigation into an application for a series 09 location and person transfer. The application was filed by Agent Randy Guse who listed Controlling Persons, Mark Wagner, Richard Steiner, Rick Hans, Robert Silverman, and John Mann on behalf of Walgreens. The listed Manager for Walgreens is Ronald Power. Walgreens has recently purchased the series 9 liquor license. This is an application to transfer the license 09030027 which previously belonged to Linda Russell the owner of the Canyon Store in Williams Arizona to Walgreens at 1025 South Milton Road in Flagstaff.

I completed a query through local systems and public access on Randy Guse, Mark Wagner, Richard Steiner, Rick Hans, Robert Silverman, John Mann, and Ronald Power. No derogatory records were found on anyone of the applicants except a 2007 DUI arrest of Ronald Power. Ronald later confirmed he plead guilty to the DUI and completed his court ordered mandates. Ronald Power confirmed he had completed the mandatory liquor law training course and provided proof. Ronald stated she had not ever received any liquor law violations, does not have any pending, and has been the manager of the Walgreens for several years. I confirmed with the Department of Liquor that the Walgreens on South Milton does not have any recent liquor law violations.

Ronald stated the Milton Walgreens currently has a series 10 (beer and wine) license and in attempts to work with the city has only been selling packaged beer (6 packs up to 30 packs). Ronald confirmed he was not selling individual cans or bottles of beer. Ronald said he does not plan on and does not want to start selling smaller bottles of spirituous liquor to include "shooters" if the series 9 license is approved. Ronald wants to work with the city and avoid the issues in his store that come with selling the shooter sized spirits. Ronald stated he also had to work within the guidelines and rules his company sets for him and the store he manages. It should be noted the Walgreens store on 4th Street currently sells smaller bottles of spirituous liquor to include "shooters".

I confirmed the Walgreens is outside of 300 feet from the nearest church or school. The series 10 license would go to an inactive status if and when the series 9 is approved. Recommendation to the city council is for approval.



Planning and Development Services Memorandum

November 26, 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 #09030027
1025 S. Milton Rd., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-04-016D
Randy Guse on behalf of Walgreens #05221

This application is a request for a Series 09 (Liquor Store) location transfer liquor license from Randy Guse on behalf of Walgreens #05221, located in the Highway Commercial (HC) Zone. This district allows for liquor stores.

There are no active Zoning Code violations associated with Randy Guse or Walgreens #05221 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: December 02, 2013

Re: Series 9 Liquor License – Person & Location Transfer – Walgreens

Walgreen Arizona Drug Co is licensed with the City Sales Tax Section for all its locations and current on its tax returns filing. Currently they are in good standing with the Sales Tax Section of the City.

/liquor licenses/Walgreens-2.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacey Brechler-Knaggs, Grants Manager
Co-Submitter: Barney Helmick, Airport Director
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Approval of Grant Agreement: Approve the Grant Agreement between the City of Flagstaff and Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group for the Aircraft Parking Ramp Joint Repairs

RECOMMENDED ACTION:

Approve the Grant Agreement between the City of Flagstaff and Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group.

Policy Decision or Reason for Action:

Subsidiary Decision Points: This grant will assist with the costs associated with joint repairs between aircraft parking ramp concrete slabs to include replacing backer rod spacers and permanently sealing joints (approximately 30,508 square yards) for the improvement of the Flagstaff Pulliam Airport.

Financial Impact:

The Grant Agreement is a 90-10 match, totaling \$310,000. The ADOT grant award amount is \$279,000 and requires a City match of \$31,000 for a total project cost of \$310,000.

Connection to Council Goal:

Repair Replace maintain infrastructure (streets & utilities)
Effective governance

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- A. Approve the Grant Agreement and prolong the life of the concrete ramp.
- B. Do not approve the Grant Agreement and pay for the entire cost of the project out of the City's Capital Improvement Program.
- C. Do not approved the Grant Agreement, nor perform the work and risk concrete deterioration/failure.

Background/History:

The ultra violet rays are deteriorating existing silicone seals in the concrete joints, and the Airport sweeper is exacerbating the problem. Joints will soon contain no sealant, resulting in dangerous concrete block heave issues during moist freeze thaw cycles.

Key Considerations:

The concrete ramp repairs will allow the City to continue to provide safe on and off ramp loading for airline passengers.

Expanded Financial Considerations:

The total grant award amount is \$279,000 (90% of total project cost) with a City match in the amount of \$31,000 (10% of total project cost) for a total project cost of \$310,000. The project is budgeted in FY 2014 in account number 270-3724-783-4103.

Community Benefits and Considerations:

Construction of the project will increase the utility and safety of operations at the Airport, as well as provide continued commercial air service on a safely constructed ramp.

Community Involvement:

Inform - Construction of these improvements is included as part of the Federal Aviation Administration (FAA) approved Pulliam Airport Master Plan which was also approved by the City Council on June 20, 2000. Approval of the Master Plan included numerous public meetings and hearings where public input was actively solicited. In addition, the Airport Commission has had involvement in reviewing the overall project as part of the Airport project updates which are discussed at the Commission's regularly scheduled monthly meetings.

Attachments: [ADOT E4S2A Grant Agreement](#)

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Flagstaff, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of Joint repairs between aircraft parking ramp concrete slabs to include replacing backer rod spacers and permanently sealing joints. Approx. 30,508 sy (the "Project"), for the improvement of the Flagstaff Pulliam Airport (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on October 11, 2013 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: October 17, 2013. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

Grant Number E4S2A

City of Flagstaff

Flagstaff Pulliam Airport

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be ten per cent (10.0%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be two hundred seventy nine thousand dollars (**\$279,000**)
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or October 17, 2017, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after June 25, 2013 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.

- 2) The Sponsor now has on deposit, or is in a position to secure TWO HUNDRED SEVENTY NINE THOUSAND dollars (\$279,000), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

CITY OF FLAGSTAFF GENERAL FUND - AIRPORT
(Enter local funding type and location)

- 3) The Sponsor hereby designates BARBARA GOODRICH, MANAGEMENTS SERVICES DIR.
Name Title
to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

CITY MANAGER
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **866000244 01**
Sponsor Vendor Address: **City of Flagstaff**
211 W Aspen Ave.
Flagstaff AZ 86001

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____
Title: Joseph S. Omer, Director
Date: _____

SPONSOR:

City of Flagstaff
Flagstaff Pulliam Airport

By: _____
Title: KEVIN BURKE, CITY MANAGER
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
 - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Joint repairs between aircraft parking ramp concrete slabs to include replacing backer rod spacers and permanently sealing joints. Approx. 30,508 sy

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$ 5,000	\$ 500	\$ 0	\$ 4,500
Construction	\$ 275,000	\$ 27,500	\$ 0	\$ 247,500
Construction Engineering	\$ 30,000	\$ 3,000	\$ 0	\$ 27,000
Sponsor Administration**	\$ 0	\$ 0	\$ 0	\$ 0
Sponsor Force Account Work***	\$ 0	\$ 0	\$ 0	\$ 0
Contingencies	\$ 0	\$ 0	\$ 0	\$ 0
Total Project Costs	\$ 310,000	\$ 31,000	\$ 0	\$ 279,000

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two
Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$ 279,000.00

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$ 279,000
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

Design/Construction Milestone Schedule

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	1	1-10-12		1-10-12	1-10-12
Submit Contract for State Review/Approval	1	3-1-12		3-1-12	
Award Consultant Contract	1	3-20-12		3-20-12	
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	1	3-27-12		3-27-12	
Conduct 30% Design Review/Approval	1	4-10-12		4-10-12	
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	1	4-30-12		4-30-12	
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	1	5-7-12		5-7-12	
Issue Invitation for Bids	28	2-1-14		2-28-14	
Submit Bid Tab for State Review/Approval	12	3-2-14		3-14-14	
Award Construction Contract/Submit to the State	1	3-18-14		3-18-14	
Construction Phase					
Pre-Construction Meeting	1	3-21-14		3-21-14	
Issue NTP – Begin Construction	1	4-2-14		4-2-14	
Final Inspection	1	4-30-14		4-30-14	
Submit As-Builts & Final Documentation	1	5-15-14		5-15-14	
Submit Final Reimbursement Request and Sponsor Closeout Letter	1	6-30-14		6-30-14	

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Ryan Roberts, Utilities Engineering Manager
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Approval of Contract: Wildcat Hill WWTP Bar Screen Replacement Project

RECOMMENDED ACTION:

Authorize award and execution of a construction contract with Hunter Contracting, for the purchase and installation of two Bar Screens for the Wildcat Hill Wastewater Treatment Plant. Total contract amount not to exceed \$320,700 and a 240 calendar day contract time; and authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Award of the contract will authorize the installation of (2) new Bar Screens at the Wildcat Hill Wastewater Treatment Plant. This is a necessary maintenance project in order to maintain proper operation of the wastewater plant

Financial Impact:

Funding is available in the Fiscal Year 2013-2014 Utilities Division Capital Budget. This project is budgeted in Account # 201-5780-772-4306 (FY2013 Carryover) in the amount of \$414,000 dollars. To date \$36,000 have been spent on engineering fees, leaving \$378,000 remaining in project fund balance.

Connection to Council Goal:

1. Repair Replace maintain infrastructure (streets & utilities).

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

- 1) Approve the award as recommended
- 2) Reject bids and re-advertise the project

Background/History:

This contract is for the installation of (2) two new mechanical bar screens for the Wildcat Hill Wastewater Treatment Plant. The bar screen is an integral part of the wastewater treatment process. It is the first treatment process at the plant and is located at the head of the plant. It receives raw sewage from the collection system and removes debris and large untreatable items that flow through the collection system to the wastewater treatment plant. Screening is critical to the treatment process and is necessary to protect downstream pumps, motors and other mechanical device from damage.

The Wildcat Hill Treatment plant is equipped with two bar screens with a space for a third to be installed in the future. These existing bar screens have been in operation since 1979 when the current headworks building at the wastewater treatment plant was originally constructed. The existing bar screen equipment is aged and at the end of its useful life.

Staff solicited a construction bid for this project for two weeks with two advertisements in the AZ Daily Sun. Four bids were received; Hunter Contracting was determined to be the lowest responsive and responsible bidder.

Key Considerations:

This project was competitively bid with 4 firms responding to the advertisement.

The existing Wildcat Hill bar screens have been in operation since 1979, are over 34 years old, and at the end of their useful life.

Well functioning Bar screens are vital to the successful operation of a plant

Expanded Financial Considerations:

The Wildcat Hill WWTP Bar screen replacement project was approved and funded by Council in FY 2013.

Community Involvement:

Inform

Attachments: [Barscreen Project Bid Tab Results](#)
 [Existing Barscreen-1979 equipment](#)
 [Construction Contract](#)

City of Flagstaff
Bid Tabulation Sheet

Date: 11/06/2013

Bid/Project No: 2014-21

Bid/Project name: Wildcat Hill WWTP Barscreen Project

#	Vendor	Bid Amount
1	Hunter Contracting	\$320,700
2	Fann Environmental	\$440,800
3	Felix Construction	\$678,988
4	KCCI LLC	\$1,000,063
5		
6		
7		
8		



CONSTRUCTION CONTRACT

City of Flagstaff, Arizona And Hunter Contracting 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 Hunter Contracting Company, an Arizona corporation ("Contractor") with offices at 701 North Cooper Road, Gilbert, 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 Bar Screen Replacement Project** (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 Exhibit A
 (“Flagstaff Addendum to MAG”)

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 **\$320,700.00** 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 **240 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:

Patrick Brown, C.P.M.
Senior Procurement Specialist

If to Contractor:

Robert Carlson
Hunter Contracting Company

211 West Aspen Avenue
Flagstaff, AZ 86001

701 N. Cooper Rd.
Gilbert, AZ 85233

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

Hunter Contracting Company

Kevin Burke, City Manager

Signature

Attest:

Printed Name

City Clerk

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND**

PROJECT NAME: Wildcat Hill Wastewater Treatment Plant Bar Screen Replacement Project
PROJECT NUMBER: 578000 **BID NUMBER:** 2014-21

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 Bar Screen Replacement Project
PROJECT NUMBER: 578000 **BID NUMBER:** 2014-21

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
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Mark Richardson, Operations Manager
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Approval of Utilities Pump and Well Maintenance Bid: Utilities Well and Pump Maintenance Contract

RECOMMENDED ACTION:

Accept the bid for Utilities Well and Pump Maintenance Bid No. 2014-17, to The Pump Company of Goodyear, Arizona. In October of 2013, five (5) proposals were received for Utilities Well and Pump Maintenance Services. The pump Company submitted the most responsive and responsible bid. The initial contract is for two (2) years with the option to renew for three (3) additional one (1) year periods, upon mutual agreement between the City of Flagstaff and The Pump Company.

Policy Decision or Reason for Action:

Utilities needs the ability to maintain, repair and replace pumps and wells in order to provide an adequate water supply at all times including back-up system.

Financial Impact:

Funds associated with this bid are budgeted annually in the approved Utilities water production-maintenance equipment and wastewater treatment-maintenance budgets for their respective facilities.

Connection to Council Goal:

Repair Replace maintain infrastructure (streets & utilities)

Has There Been Previous Council Decision on This:

Similar bids have been done since 1992. Last bid was approved in March of 2009.

Options and Alternatives:

- 1) Approve
- 2) Reject all bids for Utilities Well and Pump Maintenance. Bid each maintenance job separately.

Background/History:

The City of Flagstaff operates water processing, treatment and distribution facilities including well fields. The purpose of establishing an agreement with a qualified Contractor is to provide maintenance and repair of the pumps, motors, wells and other equipment associated with the water processing, wastewater processing and distribution process throughout the City of Flagstaff. The work covered under this agreement is for the removal and replacement of submersible pumps, motors, column pipe and line shaft pumps, water treatment pumps and motors, related electrical work, and any related work to maintaining, cleaning and repairing the well, on an as needed basis.

Key Considerations:

In order to service the City of Flagstaff wells, a company needs to have the necessary equipment, licenses, bonds, and professional skills that you typically will not find with a smaller company. There is the possibility of multiple wells needing maintenance at one time, due to potential high water demand (summer) and approximately 2 days of peak demand volume in storage, timing is critical. A large and experienced company such as The Pump Company has the capabilities to handle these types of situations.

Expanded Financial Considerations:

All funds associated with this bid and agreement are included in the Utilities water production and wastewater treatment maintenance annual budgets for each respective facility

Community Benefits and Considerations:

The purpose of this proposal is to allow the Utilities Division to make repairs and maintenance to the well fields and reclaim pumps in a timely and cost efficient manner. The ability to complete these repairs helps insure continuous production of potable and reclaimed water for the citizens of Flagstaff.

Community Involvement:

Inform

Attachments: [Bid Tab 2013 Well and Pump Maintenance
2014-17 Agreement
Listing](#)

**CITY OF FLAGSTAFF
MANAGEMENT SERVICES - PURCHASING
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001
(928) 213-2206 / FAX (928) 213-2209**

**INVITATION FOR BIDS
UTILITIES WELL AND PUMP MAINTENANCE
BID NUMBER 2014-17**

Sealed bids will be received at the Purchasing Office located at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona, 86001 until **3:00 p.m. on Thursday, October 10, 2013**, to purchase Well and Pump Maintenance Services for the City of Flagstaff Utilities Division.

The City highly recommends your participation in the Pre-Bid Conference scheduled for **11:00 a.m., on Monday, September 30, 2013**. The conference will take place at the City Hall, 211 West Aspen Avenue, Flagstaff, Arizona 86001 in the 2nd Floor, Staff Conference Room.

The contract will be awarded to the lowest responsible bidder whose bid is responsive to this Invitation for Bids and will be most advantageous to the City. Responsible factors to be considered may include, but are not limited to, the bidder's past performance on other contracts, and other matters set forth in City of Flagstaff Code, Title One. The award may be made to other than the lowest price bid.

The City of Flagstaff retains the right to reject any or all bids received and waive minor technicalities when it is deemed to be in the City's best interest.

**CITY OF FLAGSTAFF
MANAGEMENT SERVICES - PURCHASING
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001
(928) 779-7619 / FAX (928) 779-7656**

BID ACKNOWLEDGMENT

UPON RECEIPT OF THE REQUESTED BID DOCUMENTS, YOU MUST COMPLETE THE FOLLOWING INFORMATION AND FAX THIS COVER BACK TO (928) 779-7656. THE RETURN OF THIS PAGE IS THE ONLY WAY A PROPOSER WILL RECEIVE ADDENDUMS. FAILURE TO RETURN THIS PAGE UPON RECEIPT OF THE BID DOCUMENT MAY MAKE YOU INELIGIBLE TO PARTICIPATE IN THE BID.

BID NUMBER:	2014-17
BID NAME:	UTILITIES WELL AND PUMP MAINTENANCE
TOTAL NUMBER OF PAGES:	21

COMPANY NAME:	
CONTACT PERSON: PHONE NUMBER, FAX NUMBER EMAIL ADDRESS AND COMPLETE MAILING ADDRESS	FAX: _____ PHONE: _____
DID YOU RECEIVE THE TOTAL NUMBER OF PAGES REQUESTED:	YES ____ NO ____ IF NO, WHAT PAGE NUMBERS ARE YOU MISSING:
PLEASE SIGN ACKNOWLEDGING RECEIPT & FAX TO: Candace Schroeder, CPPB (928) 213-2209:	

*****Please Return Immediately If Bidding*****

INSTRUCTIONS

PREPARATION: Bids shall be submitted in a sealed envelope addressed to the City of Flagstaff, Purchasing Office, 211 West Aspen Avenue, Flagstaff, AZ 86001 marked "Sealed Bids" and identified by the material or service description, bid number, and bid opening date and time. When submitting a no bid, indicate on the outside of the envelope "No Bid". The entire bid package including all instructions is to be returned and properly fastened together. Retain a copy of your bid for your records. Bids shall be opened publicly at the time and place designated on the cover of this document. Bids will not be subject to public inspection until after contract award.

All bids must be made on the City bid forms and duly signed by an authorized representative of the vendor.

Bids faxed to the City of Flagstaff cannot be accepted.

Bids received after the stipulated bid opening date and time will not be considered.

Erasures, interlineations or other modifications in the bid shall be in ink and made by the authorized person signing the bid.

The City is not responsible for any vendor's errors or omissions. It is the responsibility of all vendors to examine the entire set of bid documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Retain a complete set of bid documents for your records.

All prices quoted will reflect the total cost to the City for the product, FOB Flagstaff and include all applicable taxes, and delivery charges. The City is exempt from Federal Excise Tax; however Arizona, Coconino County and Local sales taxes do apply.

Prices shall be submitted on a per unit basis by line item when applicable. In the event of a disparity between the unit and extended price, the unit price shall prevail.

SALES TAX: The City of Flagstaff will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a City Sales Tax Number are listed below. The City will figure applicable taxes to bids received from out of state Vendors who do not list an Arizona Use Tax number for tabulation and total cost evaluation.

Arizona Sales Tax Number: _____

Arizona Use Tax Number: _____

City of: _____

Sales Tax Number: _____

Refer to the following to determine if the freight or delivery charges are taxable:

Delivery charges are not taxable if separately stated on the invoice from the seller to the buyer and delivery is made to the ultimate consumer by the seller.

Freight charges for delivery from place of production or the manufacturer to the vendor either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are not considered delivery. Freight In charges are taxable.

GENERAL INFORMATION: All bids shall be for new merchandise unless otherwise specified.

The specifications listed as part of this bid are intended to reflect the minimum standards required by the City. All exceptions to the City's specifications must be clearly stated in the vendor's bid. If no exceptions

are stated by the vendor, the City will assume the vendor's bid to equal or exceed the specifications at the vendor's risk of correcting or replacing the equipment at the vendor's own cost.

The vendor shall submit full descriptive information on all products offered for consideration with its bid.

INTENT: These specifications require the doing of all things necessary, or proper for, or incidental to the specifications of this bid. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the vendor shall perform the same as though they were specifically mentioned, described, and delineated.

NON-COLLUSION: Vendors, by submitting a signed Contract, certify that the accompanying bid is not the result of, or affected by any unlawful act of collusion with any other person or company in the same line of business or commerce, or any other fraudulent act punishable under Arizona or Federal law.

USE OF BRAND NAMES: The use of the name of a manufacturer, brand, make or catalog designation specifying an item does not restrict vendors to that manufacturer, brand, make or catalog designation. This is used simply to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. In submitting a bid on a commodity other than as specified, vendors shall furnish complete data and identification with respect to the commodity they propose to offer. If a vendor does not indicate that the commodity offered is other than specified, it will be construed to mean that the vendor proposes to offer the exact commodity as described.

ADDITIONAL INFORMATION: All questions, clarifications and requests for additional information are to be put in writing and faxed, emailed or mailed to the attention of:

Candace Schroeder, CPPB
Senior Procurement Specialist
Purchasing Division, City of Flagstaff
211 West Aspen, Flagstaff, AZ 86001

Email: cschroeder@flagstaffaz.gov
Fax No: (928) 213-2209

The City **shall not** be responsible for vendors adjusting their bid based on any oral instructions made by any employees or officers of the City regarding the bid instructions, drawing, specifications, or contract documents. All changes to the Invitation for Bids will be in the form of a written addendum, which will be furnished to all vendors who are listed with the City as having received the bid.

The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday) before the bid opening. Any interpretation or correction of the Invitation for Bids documents will be made only by addendum, duly issued, and a copy of each addendum will be mailed, faxed or delivered to all who are known to have received a set of bid documents. The City is not responsible for any other explanations or interpretations of the Invitation for Bids documents.

MATERIAL SAFETY DATA SHEET: Vendor shall supply Materials Safety Data Sheets (MSDS) in accordance with Federal requirements with its bid response. If a bid is submitted without the MSDS, the bid may be considered non-responsive. A vendor entering the City workplace with materials requiring MSDS will supply the City with a MSDS covering those particular products the vendor may expose City employees or the general public to while working at the site.

ASBESTOS MATERIALS: Only asbestos-free materials are allowed in City facilities during any building maintenance, renovation or repair projects. Vendors must execute and submit the appropriate forms certifying the products as “asbestos-free” prior to installation. Forms and site information can be obtained by calling (928) 779-7685 ext. 7203.

EVALUATION: When determining the low responsive bid price the City will include the cost of options requested and selected, if any, as a part of the total bid price.

When evaluating bids, the City may incorporate known cost factors associated with the bid in determining the lowest responsive bid.

If the vendor is a resident vendor that has listed a valid City of Flagstaff sales tax number, the local tax will be factored out when evaluating the vendor's bid.

Prior to the award of a contract, the successful vendor shall have a completed Vendor Application on file with the Purchasing Division.

The City Council reserves the right to reject any and all bids, or any part thereof; to accept any bid or any part thereof; or to waive any formalities when it is deemed to be in the City's best interest.

Materials submitted by vendor shall become the property of the City of Flagstaff unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked. Information submitted in response to this request for bid is considered public record and may be disclosed pursuant to applicable Arizona Revised Statutes.

AWARD: The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms to the terms and conditions set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

ACCEPTANCE: All bids submitted to the City of Flagstaff are to remain firm for a minimum period of ninety (90) calendar days from the date the bids are officially opened, unless otherwise specified.

The successful vendor's bid is not officially accepted until such time as the vendor either receives a purchase order or a written notice of acceptance from the City Purchasing Director.

DELIVERY: The time for delivery shall be stated in definite terms and may be a factor in making an award. Delivery shall be made in accordance with the delivery time specified in the bid.

Risk of loss and/or damage shall be upon vendor until such time as the goods have been physically delivered to and accepted by the City.

VENDOR REQUIREMENTS: Provide a current list of customers who have purchased Well and Pump Maintenance Services from your company in the last year. Please provide company name, contact person, address, and phone number.

ESTIMATED QUANTITY: The quantity stated on the bid form is the City's best estimate for the purchase of Well and Pump Maintenance Services over the following twelve (12) months. The purchase of a Well and Pump Maintenance Services is pursuant to this Invitation for Bids is contingent upon the City Council authorizing an award of a contract. The City reserves the right to purchase more or less than the estimated quantities stated.

PROPRIETARY INFORMATION: Any information considered to be proprietary by the vendor shall be placed in a separate envelope and marked "Proprietary Information", subject to the public record disclosure laws. To the extent the Purchasing Director concurs, this information shall not be considered public information subject to the public record disclosure laws. The Purchasing Director shall be the final authority as to the extent of material that shall be considered confidential. Pricing information shall not be considered proprietary.

PUBLIC RECORD: Except as otherwise stated herein, all bids submitted in response to this request shall become the property of the City and will become a matter of public record, available for review after an award has been made.

BID TABULATION: The City will not disclose bid results over the telephone. Bid tabulations will be available for review at the City Purchasing Office, 211 West Aspen, Flagstaff, Arizona. Those vendors who would like a copy of the bid results may obtain one by sending a stamped self-addressed envelope with their request.

COST TO PREPARE: The City will not reimburse the vendor the costs associated with responding to the request for bid.

UNIFORM CONTRACT TERMS AND CONDITIONS

WARRANTY: Vendor expressly warrants that all goods and services covered by this Contract shall conform to the specifications, drawings, samples or other description in this Contract, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of vendor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect vendor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Vendor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by vendor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to vendor, may make such corrections or replace such goods and services and charge vendor for the cost incurred by the City thereby.

Vendor's product, service, and facilities shall be in full compliance with all applicable Federal, State and Local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

Unless otherwise specified, the minimum warranty period shall be one (1) year from vendor's installation or delivery of the warranted item. Vendor shall provide the City with a copy of the complete manufacturer's warranty information.

PATENTS: Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City or its employees and agents, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and vendor further agrees to indemnify, hold harmless and defend the City and its employees and agents against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement.

The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by vendor.

COMPLIANCE: It is agreed that vendor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Vendor agrees that if the product or service offered does not comply with the terms and conditions of this Contract, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and vendor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

SUB-CONTRACTING: This Contract or any portion thereof shall not be sub-contracted without the prior written approval of the City. No such approval shall be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-vendor. No sub-vendor shall, under any circumstances, relieve vendor of its liability and obligation under this Contract; and despite any such sub-contracting the City shall deal through vendor. Sub-vendors shall be dealt with as workers and representatives of vendor.

TERMINATION: The City reserves the right to terminate this Contract for non-performance by vendor. Vendor may be given a reasonable opportunity to correct the deficiency prior to termination.

DISPUTE RESOLUTION:

1. Mediation: If a dispute arises out of or relates to this Contract 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 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, 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 section does not constitute a waiver of the parties' right to arbitrate or 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.

2. **Litigation and Attorneys Fees:** Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Contract shall be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Contract, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

NON-EXCLUSIVE CONTRACT: This Contract shall be awarded with the understanding and contract that it is for the sole convenience of the City. The City reserves the right to issue multiple awards and to purchase from other sources when necessary.

PAYMENT: The City shall issue checks twice monthly, the 15th and the 30th days. In order for the City to process an invoice in a timely manner, the invoice shall be received by the 8th or 22nd of each month.

CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City is, or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of this Contract. The cancellation shall be effective when the vendor receives written notice of the cancellation unless the notice specifies a later time. In addition to the right to cancel this Contract, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City from any other party to this Contract, arising as the result of this Contract.

GOVERNING LAW AND JURISDICTION: This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or in equity brought for the purpose of enforcing a right or rights provided for in the Invitation for Bid shall be tried in a court of competent jurisdiction in Coconino County, Arizona.

COOPERATIVE USE OF CONTRACT: Any Contract resulting from this IFB may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Contract (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 IFB who wish to cooperatively use the contract are subject to the approval of Vendor.

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 (See list of S.A.V.E. members below). These cooperatives are achieved through Intergovernmental Contracts (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(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

CONTACT WITH CITY EMPLOYEES AND CONTRACTORS: All persons and/or Vendors that are interested in this purchase (including the Vendor'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 selection or creating bias in the selection process with any person who may play a part in the selection process. This includes but is not limited to the evaluation panel, the City Manager, Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a level playing field for all potential Vendors, 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 in Additional Information, Instructions.

CONTACT WITH ELECTED OFFICIALS (MAYOR, CITY COUNCIL, ETC.): Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least twenty-four (24) hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants and the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, facsimile, e-mail, or other written method shall be made available to the public, press, and all submitting firms.

SPECIAL TERMS AND CONDITIONS

INTENT: The City of Flagstaff, Arizona operates water processing, treatment and distribution facilities including well fields. The purpose of this bid is to establish a contract with a qualified Contractor for maintenance and repair of the pumps and motors and other equipment associated with the water processing, wastewater processing and distribution process throughout the City of Flagstaff.

The bid is organized into bid schedules which have similar equipment grouped together. Bid schedules 1-6 apply to Lake Mary Water Treatment Facility, bid schedule 7 refers to the Rio de Flag Reclamation Facility and bid schedule 8 refers to the Wildcat Hill Wastewater Treatment Facility. The bid will be evaluated and awarded in the following manner – bid schedules 1-6 (Lake Mary) is one group; bid schedule 7 and 8 (Rio de Flag Wildcat Hill) is the second group.

These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the Vendor shall perform the same as though they were specifically mentioned, described, and delineated.

The Vendor is to submit a user list with in service date, phone number, and person to contact that are currently using the equipment offered in this bid for consideration, so that if necessary the City can view the equipment in operation.

CONTRACT TYPE: Firm Fixed Fee. Initial term is for two (2) year, with annual renewals not to exceed three (3) additional one (1) year terms.

CONTRACT RENEWAL: The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.

PRICING ADJUSTMENTS: The City Purchasing Office shall review fully documented requests for price increases after the contract has been in effect for one (1) year. The requested price increase shall be based upon an increase in service level at the time of the offer and can be shown to directly affect the price of the item concerned. The City Purchasing Office shall determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Bidder is required for any price change requests.

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.

SCOPE OF CONTRACTED SERVICES: Contractor agrees to perform those services that are more particularly described hereafter. Unless modified in writing by both parties, duties of the Contractor shall not be construed to exceed those services specifically set forth herein.

GENERAL CONTRACTED SERVICES AND MATERIALS: Contractor agrees to perform those planned tasks and provide those materials described in Bid Schedules, attached hereto and incorporated herein.

COMPENSATION: The Contractor shall be compensated for work performed under the bid schedule, work performed under purchase order or for work or services provided under the Special Item section. Payment shall be compensation in full for all terms necessary to provide a complete job with respect to each bid item, purchase order or amendment to the job.

SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. Contractor shall be solely responsible for the methods, techniques, sequences and procedures of the work. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated, in writing, by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

CONTRACTOR'S PERSONNEL: Key personnel to be assigned to the project shall be identified, if requested, to the City by the Contractor at the time of each assignment.

BILLING AND OTHER DOCUMENTS: Contractor shall submit to the City's Project Manager, Attn: City of Flagstaff, Utilities Division, 211 West Aspen Avenue, Flagstaff, AZ 86001, a billing of services and materials according to the bid schedule of each assignment authorized by the City.

Prior to the release of any payments to the Contractor, the Contractor will be required to provide lien waivers from all Sub-Contractors and suppliers as proof of payment. The City will not release any payments to the contractor until all lien waivers have been received on each project.

PROTECTION OF WORK AND PROPERTY: Contractor shall exercise reasonable and prudent care to safeguard the City's property, facilities and equipment from any unnecessary damage during the performance of Contractor's duties under this contract.

The Contractor shall be liable to the City for any damage, theft or vandalism to its wells, pumps, equipment, machinery or other property as a result of the Contractor's acts or omissions.

CLEANUP: After all work under each assignment is completed, the Contractor shall remove all debris and other materials not incorporated in the work from the site of the work.

DUMPING AND DISPOSAL OF WASTE: The Contractor shall provide for the disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

WARRANTY: If the City purchases new equipment from the successful Contractor that the Contractor recommends and installs, the equipment shall be under warranty for a year from the date of purchase. This warranty shall include the cost of new equipment and the cost the Contractor bears for pulling, replacing and setting the new equipment.

ALTERNATIVE BIDS: The City is requesting alternative bids to consider. The City shall have the right to accept the lowest responsive bid within the alternative(s) selected and to reject the bids received on the other alternative categories. The determination by the City as to which alternative(s) is in its best interest shall be final and conclusive.

APPROPRIATION OF FUNDS: Vendor acknowledges and agrees that the City's obligations under this Contract are contingent upon the appropriation of funds by the City Council for purposes of this Contract for each fiscal year during the term or extended term of this Contract. If funds for this Contract are not appropriated, this Contract shall terminate automatically on the date of expiration of funding, and the City shall not incur any obligation or liability to Vendor, except with respect to payments for authorized deliveries of the Solid Waste Truck: New or New Chassis with New or Refurbished Body made by Vendor pursuant to this Contract.

COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS: Vendor 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. Vendor 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.

SALES TAX: The City shall compute the applicable sales tax on the Well and Pump Maintenance Services that is not tax exempt.

FREIGHT: F.O.B. City of Flagstaff (delivery points listed) – All charge quotations shall be F.O.B. Destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by vendor.

MISCELLANEOUS CHARGES: If any other charges are applied to the Well and Pump Maintenance Services such charges shall be as stated on the bid form under "Miscellaneous Charges". No other charges shall be considered at a later date.

DELIVERY: The prices quoted shall be F.O.B. destination delivered to the City of Flagstaff, Utilities Division, 211 West Aspen Avenue, Flagstaff, Arizona. Clean and ready for service with all items attached and operational. The selected vendor shall notify the Operations Manager, Utilities Division or designee by phone (928) 774-0262, not less than two (2) days in advance, informing them of how and when they intend to deliver the equipment.

PAYMENT: Invoices shall contain the City of Flagstaff purchase order number. Vendor shall submit one invoice to the Operations Manager, Utilities Division, City of Flagstaff, 211 West Aspen, Flagstaff, AZ 86001, for all applicable deliveries.

ON-SITE VISIT: Vendors are encouraged to review the job sites prior to submitting their bid. Vendor shall be responsible for having examined the job sites, compared them with the descriptions and specifications of the bid, and for having examined all the bid documents and for acknowledging and accepting the conditions under which the work is to be performed before submitting its bid and entering into a contract. No allowance shall subsequently be made on behalf of Vendor on account of an error or negligence on its part for failing to become sufficiently familiar with the conditions of the job sites or surrounding areas.

CONTRACT ADMINISTRATOR: The Contract Administrator for the City shall be the Operations Manager, Utilities Division or designee. The Contract administrator shall audit billings, approve payments, establish schedules, and generally be responsible for overseeing execution and the delivery of this Contract. Environmental Services Manager or designee can be contacted by phone (928) 774-0668.

TERMINATION: Non-Performance by Vendor shall be a basis for immediate termination of this Contract. Vendor may be given a reasonable opportunity prior to the termination to correct any deficiencies.

COMPLIANCE: The equipment offered is to meet all OSHA, ANSI, EPA and State of Arizona regulations and standards.

VENDOR RESPONSE: The detailed specifications establish an acceptable level of equipment for each feature. In order to facilitate the City's evaluation, vendors shall indicate the specific level under the "Bid Schedules", failure to do so may disqualify your bid. All exceptions shall be clearly noted on the Bid Form.

VENDOR REQUIREMENTS: The Vendor or manufacturer bidding on these specifications must be able to provide technical service from an authorized service representative within a maximum of six hours after our request is made to the vendor or manufacturer. The authorized service center shall be within 180-mile radius from the City of Flagstaff, City limits.

Preference will be given to the Vendor that can provide the quickest response time to repair parts orders as determined from past experience and information obtained during interviews with companies currently using the proposed equipment.

The manufacturer, whether he is the Vendor or not, must be satisfactory to the City from the standpoint of experience, reliability, and demonstrated ability to manufacture equipment comparable as to size and type as that required by these specifications, and shall have manufactured and sold equipment of the size and type specified which has operated satisfactory in the field for a minimum of one year.

The City reserves the right to, and may base a portion of the evaluation on a Vendor's past performance on timely repairs and parts and service availability as determined from experience and reference interviews.

The City reserves the right to reject bids of Vendors who cannot produce satisfactory evidence that they can furnish promptly, all spare parts needed for ordinary service or repair of the equipment herein specified and that the equipment offered has performed satisfactorily by current customers.

WEATHER CONDITIONS: This product will be used at elevations of 7,000 feet. The product shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.

USE OF BRAND NAMES: The specifications as stated herein are desired features; the Use of Brand Names has been used per the Term and Conditions of, "Use of Brand Names", page four (4) of the IFB document. This bid is for Brand Name or Equal equipment.

WARRANTY: Vendor shall submit copies of all warranties for equipment and major components offered with this bid. The copy of the warranty shall clearly explain what parts and labor are warranted and the time period involved in performing requested warranty services. The vendor is to state the warranty period offered. Warranty offers will be a consideration as it applies to life cycle costing.

Vendor guarantees that the equipment offered shall be warranted as follows:

OPERATIONAL STANDARDS: This equipment will be used at elevations from near sea level to 10,000 feet and in ambient temperatures as high as 120 degrees and as low as - 40 degrees F. The equipment shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

INDEMNIFICATION: Vendor (as "indemnitor") agrees to indemnify, defend and hold harmless the City (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the acts or omissions of indemnitor, its officers, officials, agents, employees or volunteers relating to this Contract.

INSURANCE: Vendor shall procure and maintain until all of its obligations under this Contract have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect vendor from liabilities that might arise out of the performance of the work under this Contract by vendor, its agents, representatives, employees or sub-vendors and vendor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

2. 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
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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

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles shall be declared to and approved by the City.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage's:

a. Vendor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, or employees shall be in excess to the coverage of vendor's insurance and shall not contribute to it.

b. Vendor'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.

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

d. Vendor's insurance shall contain broad form contractual liability coverage.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from vendor's operations, work or products that are the subject of this Contract.

D. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Victoria Jackson, CPPB, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001 and shall be sent by certified mail, return receipt requested.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed 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 in no way warrants that the above-required minimum insurer rating is sufficient to protect vendor from potential insurer insolvency.

F. VERIFICATION OF COVERAGE: Vendor shall furnish the City with Certificates of Insurance (ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All Certificates of Insurance shall be received and approved by the City before work commences. Failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal shall be a material breach of this Contract.

All Certificates of Insurance required by this Contract shall be sent directly to: Candace Schroeder, CPPB, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001. A description of the commodity is to be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Contract at any time.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall have prior approval from the City's Risk Manager, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

**CITY OF FLAGSTAFF
UTILITIES WELL PUMP MAINTENANCE
BID NUMBER 2014-17**

SPECIFICATIONS / REQUIREMENTS OF BID

OVERVIEW: The City of Flagstaff, Arizona operates water processing, treatment and distribution facilities including well fields. The purpose of this bid is to establish a contract with a qualified Contractor for maintenance and repair of the pumps and motors and other equipment associated with the water processing, wastewater processing and distribution process throughout the City of Flagstaff.

The bid is organized into bid schedules which have similar equipment grouped together. Bid schedules 1-6 apply to Lake Mary Water Treatment Facility, bid schedule 7 refers to the Rio de Flag Reclamation Facility and bid schedule 8 refers to the Wildcat Hill Wastewater Treatment Facility. The bid will be evaluated and awarded in the following manner – bid schedules 1-6 (Lake Mary) is one group; bid schedule 7 and 8 (Rio de Flag Wildcat Hill) is the second group.

SCOPE OF WORK: The work covered under this contract is for the removal and replacement of submersible pumps, motors, column pipe and line shaft pumps, water treatment pumps and motors, and related electrical work, on an as needed basis. Each bid schedule has data for each well, pump and motor covered under this contract and is attached for proposing and informational purposes.

DESCRIPTION OF WORK: The following items are the minimum requirements of performing the scope of work and are not to be construed to mean limits of the work required. The work may be minimized or expanded depending on the method the Contractor chooses to perform the scope of work.

1. Mobilization and demobilization to pull the pump and to set the pump.
2. Electrical work: The contractor shall disconnect the source power to the well; disconnect power cables from the switch gear, pull electrical cable from conduit as required, take precautions when handling electrical or power cable so as to no damage protective coatings or wire, disconnect motor leads, splice motor leads. The Contractor shall connect the source power to the well; band submersible cable with stainless steel bands ever twenty (20) feet, run cable through conduit, make appropriate electrical connections, set and balance power phases for efficient pump operations. Load protection devices are installed on all wells except those located in the Inner Basin well field.
3. Mechanical and Plumbing: The Contractor shall disconnect all pipe fittings, air lines, oil lines and discharge heads that are required to be taken apart and removed to pull the pump and motor. It will be necessary at some locations to remove and replace a removable building, hatch or other structure. Many of these structures have connection eyes on the roof to connect a cable harness to simplify the structure removal. All mechanical and plumbing items removed will be replaced in a workmanlike manner that will result in as good or better installation found prior to the dismantling.
4. Pumps and Motors: The Contractor will pull and deliver to the appropriate City of Flagstaff Water Treatment Facilities all submersible pumps and motors and all line shaft motors and/or pumps unless other arrangements are agreed upon for storage or repair. The deliveries to the City of Flagstaff Water Treatment Facilities will be made during normal operating hours, Monday through Friday only. The Contractor shall notify the Facility Manager two working days prior to delivery.

LOCATIONS: The well field locations are within a 15-mile radius of Flagstaff City Hall. The Inner Basin well field is approximately 11.5 miles north; the Woody Mountain well field is approximately 6.5 miles southwest and; the Lake Mary well field is approximately 8.5 miles southeast. The Wildcat Hill Wastewater Treatment Facility is at 2800 North El Paso Road, telephone number 928.526.2520; the Rio de Flag Reclamation Facility is at 600 Babbitt Way, telephone number 928.556.1301; and the Lake Mary

Water Treatment Facility is at 4500 South Lake Mary Road, telephone number 928.774.0262. These facilities are on City maintained streets.

ACCESS TO SITES: City crews will maintain road and site access to all Woody Mountain and Lake Mary well fields during the progress of the work except in the most severe weather conditions. Inner Basin wells will not be worked on during the winter season (November through May). Road and site access will be maintained to the Inner Basin wells by City crews during the period(s) the Contractor is requested to work on the wells except in periods of severe weather. The City will have an employee on hand to monitor the progress of the work.

CONTRACTOR RESPONSIBILITIES:

1. The Contractor will provide all labor, equipment, materials, tools, expertise and incidentals to perform the scope of work.
2. Safeguarding all City equipment such as, but not limited to, electrical cables, air lines, oil lines, fittings, pumps, motors and protecting water filled motors from freezing. For Lake Mary equipment items except for column pipe may be turned over to the City at the Lake Mary Water Treatment Plant (LMWTP) for storage during the time the pump is out of the well hole. While in storage at the LMWTP the Contractor will not be liable for the equipment and/or materials.

The Contractor is fully responsible for the protection and security of the water quality and integrity of the well during the period of time the pump is out of the well hole.

SPECIAL ITEMS: Special items under this section refer to materials and services not included within the bid schedules but which may be necessary for the Contractor to provide.

Examples of such items are:

- "Test pumping" equipment
- Pitless adapters
- Sounding tubes
- Water delivery: pipe, adaptors, fittings.
- Motor repairs
- Motor replacements (new and/or rebuilt)
- Steel building
- Column pipe
- Bowl assemblies
- Pump replacement (new and/or rebuilt)
- Shaft and tubing
- Bearings
- Check valves
- Electric cables
- Electric controls
- Stainless steel bands
- Well and pump modification
- General excavation, drainage work and trenching
- Well rehabilitation/workover
- Dust control
- Motor control centers/switchgear/transformers
- Load protection devices
- Lightning protection equipment
- Electric panels, and lighting circuits
- Compressors

The Contractor will be compensated for such services at a percentage markup of the cost the Contractor pays for the item or service (wholesale price). **State the markup percentage:** _____; actual invoices must be submitted with billing in order for invoices to be paid.

All special item purchases must be approved, in writing, by the City's Project Manager prior to any purchases being made.

RIGHTS AND OBLIGATIONS OF CITY:

1. City's Project Manager: The City's Project Manager, who shall be empowered to act for the City in accordance with the provisions of this contract where such acts are not contrary to law of City ordinances, shall be the Utilities Director or his designee. The City's Project Manager will audit the billings, approve payments, oversee schedules, and generally be responsible for overseeing the execution of this contract. Changes in the contract may be made only with the approval of the Flagstaff City Council in advance of said change.
2. Inspection: Inspectors may be stationed on the worksite to report to the Project Manager as to the progress of the work, the manner in which it is being performed and to report whenever it appears that materials furnished and work performed by the Contractor fails to fulfill the requirements of this contract. The inspector may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed work that is satisfactory.

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the work is completed and accepted by the City's Project Manager.

RIGHTS AND OBLIGATIONS OF THE CONTRACTOR:

1. Contractor's Licenses: Each proposer shall state his/her Arizona Commercial State Contractor's License Number and Classification as evidence that he/she is qualified to contract the work as indicated in the specifications. Each Contractor is required to have a commercial license issued by the State of Arizona Registrar of Contractors regardless of their location.
2. Authorization to Proceed: Specific authorization to proceed with the services described in "Well Maintenance Specifications" and Schedules shall be as follows:
 - a. Authorization to proceed shall be by a telephone call from the City's Project Manager or designee confirmed in writing (Task Order).
 - For special services, the Contractor shall include a description of the work to be Performed and the schedule for commencing and completing the work.
3. Response Time: After authorization to proceed has been provided the Contractor by the City in the above described manner, the Contractor shall respond with manpower, equipment and materials to the area requested within the following time frames:
 - a. Routine/Scheduled: When non-emergency services are called for by the City, the Contractor shall respond within fourteen (14) calendar days after the City's authorization to proceed.
 - b. Urgent/Critical: When emergency services are called for by the City, the Contractor shall respond with the next available rig or equipment called for, but not later than three (3) calendar days after the City's authorization to proceed.

Time is of the essence in the performance of this contract, and failure to respond within the specified response times shall be considered a breach of the contract and may constitute grounds for the immediate termination of this contract. It shall also be the basis for disallowance of the mobilization and/or demobilization compensation.

The Contractor is employed to render specialized service only, and any payment made is compensation solely for such services rendered. Contractor shall follow the practice its trade or profession in providing such service.

**CITY OF FLAGSTAFF
 UTILITIES WELL PUMP MAINTENANCE
 BID NUMBER 2014-17
 BID FORM**

ITEM DESCRIPTION	COST
1. Total Cost Bid Schedule 1	\$ _____
2. Total Cost Bid Schedule 2	\$ _____
3. Total Cost Bid Schedule 3	\$ _____
4. State mark up percentage	\$ _____
TOTAL BID PRICE	\$ _____

SPECIAL CONSIDERATIONS

DESCRIPTION	COST
CRANE	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

RESPONSE TIME:

- a. Routine/Scheduled: When non-emergency services are called for by the City, the Contractor shall respond within fourteen (14) calendar days after the City's authorization to proceed.
 COMPLY: _____ DISTANCE: _____

- b. Urgent/Critical: When emergency services are called for by the City, the Contractor shall respond with the next available rig or equipment called for, but not later than three (3) calendar days after the City's authorization to proceed.
 COMPLY: _____ DISTANCE: _____

**UTILITIES WELL AND PUMP MAINTENANCE
 BID NUMBER 2014-17
 BIDDER'S REFERENCES**

REFERENCES: Bidders shall submit references from relevant municipal officials for projects that are comparable in size, complexity, and scope of work sought by this Bid.

- The references should also demonstrate the Bidder's experience with Well and Pump Maintenance Services. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrates the indicated types of experience.
- All references should include the name, title, telephone number of both the current owner of the company/client and the owner of the company/client at the time your services were provided. Specific reasons for using the reference must also be provided.

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:

	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

VENDOR CHECK LIST

YOU SHOULD IMMEDIATELY COMPLETE AND FAX THE FOLLOWING TO (928) 213-2209.

1. Bid Acknowledgment. _____

PRIOR TO SUBMITTING YOUR BID YOU SHOULD VERIFY THAT THE FOLLOWING ITEMS HAVE BEEN COMPLETED.

1. Verified your extensions and bid amounts? _____
2. Clearly noted all exceptions to City specifications? _____
3. Enclosed full descriptive information requested? _____
4. Attached all required drawings & specifications? _____
5. Addressed all bid specification requirements? _____
6. Completed the sales tax information? _____
7. Returned complete bid package? _____
8. Addressed bid envelope per instructions? _____
9. Include insurance verification (If Requested). _____
10. Completed and signed the Offer and Contract Award? _____

Schedule 1
Submersible Pumps/Motors

20 Foot Column

Well Name	Woody Mountain, Well # 1	Woody Mountain, Well # 2	Woody Mountain, Well # 3	Woody Mountain, Well # 4	Woody Mountain, Well # 5	Woody Mountain, Well # 6	Woody Mountain, Well # 7	Woody Mountain, Well # 9	Woody Mountain, Well # 10	Woody Mountain, Well # 11	1. Downhole camera with side view lens. *Must have capability for 2048' depth \$ Price per well Brush/Swab/Bail, any combination of these, with Cable tool rig. **Note: Woody Mtn, Foxglenn and Continental require a 48-L or 36-L for lifting and cable capacity 2. well workover: Brush/Swab/Bail, any combination of these, Note: Woody Mtn, Foxglenn and Continental require a 48-L or 36-L for lifting and a. Mob. / demob. b. Equipment price per 100 hrs. c. Total labor per 100 hrs. \$ Total cost for 100 hr. workover.
Date:	2001	11/2002	2001	4/2004	6/2004	2003	4/2009	12/2012	1996	2004	
Casing size and depth	12"/1600'	12"/1600'	14"/1856'	14" liner/2048'	12"/1600'	18"/1700'	14" w/ 10" liner/ 1782'	12.75"/1840'	16"/1804'	12"/1950'	
A. Motor	ESP	CENTRILIFT	ESP	ESP	Byron-Jackson w/ dbl mech seal	Byron-Jackson, dbl mech seal	Centerlift KMHG	Centerlift KMHG	ESP	Centerlift	
Horsepower	150	150	300	200	125	250	304	300	150	185	
Estimated weight	2,525 lbs	2,525 lbs.	3000	2,500 lbs	1300	3,273 lbs	3000	3000	2500	2900	
Voltage	2,300	2,300	2300	2,300	2300	2,300	2300	2300	2270	2300	
B. Pump	ESP TJ 9000, 17 stage	CENTRILIFT	ESP, TM-520 (14 stage)	ESP TJ 12000, 18 stage	Byron-Jackson, (27 stage)	Byron-Jackson, (18 stage)	Centerlift HC20000 (18 stage)	Centerlift HC20000 (18 stage)	ESP, TJ 12000 (17 stage)	CENTRILIFT HC12500(18 STAGE)	
Estimated weight	850 lbs	850 lbs.	1500	1,000 lbs	4000	41,817 lbs	1500	1450	1000	1500	
C. Column	5 1/2", 8 RND	4.5 8RD	8 5/8", 8 rd	6 5/8", 8 RND	6"	6"	6 5/8", 8 rd	6 5/8", 8 rd 47 joints	6 5/8"	6 5/8", 8 RND	
Average length	30'	20'	20'	20' & 30'	20'	20 feet, (1) 30'	30'	30'	20', 73 joints + 5 1/2" sub	30'	
Total length	1517'	1414'	1410'	1407'	1376		1470'	1450'	1470'	1503'	
Estimated weight	30,400 lbs	30,400 lbs.	49000	45,000 lbs	32000	33,960 lbs	49000	49000	30000	30000	
D. Airline/Size	3/4 inch by 21 feet	1 in. x 21 feet	1"x21' galvanized	1' x 21' Galv. Steel	1"x21'	1" x 21' Galv. Steel, 1,383 ft.	1"x21' galv steel	1"x21' galv steel	1"x21' galvanized	2" Sounder tube in annulus	
E. Cable/Wire	#2-3C	#2-3c	#2-3c, 5KV w/ grnd, round	5 KV (brand rex) 1,550 feet	#2-3c	#2 - 3 est. wt. 2,410 lbs	#2-3c, round	#2-3c, round	#4 sol, round	#2-3c, 5KV w/ grnd, round	
F. Check valve-Size/Type	5" Slow Flow	4.5 SLOW FLOW	8" slow flow	6" Slow Flow, 7 joints above	(2) 6",	6" (3) flapper, located 100', 200'	(1) 6 5/8" od,	(1) 6"	6"	5 1/2" slow flow	
Location		20' above pump	2 joints above the pump		100', 600' above pump	1	1 joint above pump	1JOINT ABOVE PUMP	(unknown)	1 joints above the pump	

Schedule 1

20 Foot Column

Submersible Pumps/Motors

G. Special conditions / considerations	Pitless adapter	Pitless adapter, 16" with 12" line	Shroud below the motor. It is five joints of perforated stainless steel. See	Shroud has 5 - 20 ft. joints below pump (more detail on		18 inch liner, 0-793 ft, 20 inch casing to 1700 ft.	Pitless adapter, model #4-ps-14-16-w-b-w-e-f-8.	Well is in a removable bldg. 12' x 12' Contractor is required to remove	There is a motor shroud, 9 1/2" x 42.6"	Pitless adapter	
COSTS:											
A. Pump Only											
1. Mobilization											
2. Pull pump											
3. Install pump											
4. Demobilizati											
5. Special Conditions											
B. Pump and Motor:											
1. Mobilization											
2. Pull Pump/Motor											
3. Install Pump/Motor											
4. Demobilizati											
5. Special Conditions											
Total Cost Bid Schedule											

Well Name	Lake Mary, Well # 1	Lake Mary, Well # 2	Lake Mary, Well # 4	Lake Mary Well # 5	Lake Mary, Well # 7	Lake Mary Well # 8	Lake Mary Well # 9
Date:	2002	1999	2008	2/2002	10", 1573	2004	7/2009
Min casing size	13 3/8" liner w/	20"/1091	20"/1340'	20"/1336'		20"/1296'	18"/1400'
A. Motor	Hitachi	Byron-Jackson sn	Centrilift 7 5/8"	US Motors	REDA	US Motors	Centerlift
Horsepower	60	125	161	150	150	400	69
Estimated weight	200 lbs	3000	3500	700 lbs	200 lbs	4,000 lbs	2000
Voltage	480	2300, 30FLA	2300	480V	2300	440V VFD	480
B. Pump	Goulds, 8RAHC, 8 stage	B-J, 13LQ (15 stages) sn 99 RW 0049001	Centrilift installed Dec/2008 15 stage	SIMFLOW, SC10C, 14 STAGE	REDA JN 10000, 25 stage	Aurora, 8 STG Model 14RM	Centerlift model P75 18 stage
C. Pump Shaft	550 lbs	3000	2000		550 lbs		
Diameter	5 1/2", 8 RND	8 5/8", V-thread	8 rnd thread	1-15/16 inches	5-1/2 inch OD	1- 15/16 inches	
Average length	30'	20'	20'	20 feet	30'	20 feet	
Total length	917'	924'	900'	884'	1450	900'	1860 feet
Estimated weight	20,500 lbs	35000	28800	2,000 lbs		7,690 lbs	20,000lbs
D. Oil tube, Diameter	1" x 21' Galv. Steel	1"x21' galvanized	1"x21' PVC	3"	1" x 21' Galv. Steel	3"	
Average length	Flat, est. wt. 2,000 lbs	#4-3c	#2-3c	20 feet	#6	20 feet	
Estimated weight		8"	5 1/2" check	5,000 lbs	1 joint up	7,720 lbs	
E. Pump column	(1) in pump	directly above pump	1 st joint above pump				
Diameter	Pitless Adapter, motor shroud	Casing at surface is 20".		8 inches	No shroud, 4" flanged 90	12 inches	41/2" collum pipe; 8 rnd thread; 4 1/2" check 1 joint above
Average length				20 feet		20 feet	20 feet
F. Discharge Head, Type/size				Floway estimated wt.700 lbs		1,200 lbs	custom made
G. Airline/size				1 " x 21 ' Galv. Steel		1 " x 21 ' Galv. Steel	1" x 21' PVC
F. Special conditions / considerations		Well is in pit with removable cover. I-beams may be required to set elevators or spiders. Casing at surface is 20".	Chain link fence around well site will need to be removed and replaced.	Well is in removable bldg. 10' x 10'. Contractor is required to remove and replace the bldg. Conestrainer		Well is in 12 ' x 12 ' removable bldg. Contractor is required to remove and replace the bldg. Conestrainer	Well is in removable bldg. 10' x 10'. Contractor is required to remove and replace the bldg. Conestrainer

Well Name	Lake Mary, Well # 1	Lake Mary, Well # 2	Lake Mary, Well # 4	Lake Mary Well # 5	Lake Mary, Well # 7	Lake Mary Well # 8	Lake Mary Well # 9
<u>COSTS:</u>							
<u>A. Motor only:</u>							
1. Mobilization							
2. Pull Motor							
3. Install Motor							
4. Demobilization							
5. Special Conditions							
Total cost to TRIP Motor only:							
<u>B. Pump and Motor:</u>							
1. Mobilization							
2. Pull Pump/Motor							
3. Install Pump/Motor							
4. Demobilization							
5. Special Conditions							
<u>Total Cost Bid Schedule 2 -TRIP pump/motor</u>							

Schedule 3
Submersible Pump/Motors

30 FOOT COLUMN

Well name	Foxglenn Well	Continental Well	Shop Well	Ft. Tuthill Well	Rio Well	Interchange Well	Sinagua Well
Date:	1999 8"	2002 8"	2004	Apr-09	8/13/07 12in.	11/27/02 10in.	9/2009 Total well depth 2500' 12" casing
Min casing size and depth	liner/2004'	liner/2001'			Casing, depth 2530	Casing, depth 2340	
A. Motor	ESP	ESP, tandum 150's	Centrlift	Centrlift	Centrlift	Reda	Centerlift Mdl KMHJ
Horsepower	300, 76 amps	300	590	608	138	150	184
Estimated weight	3000	3000			2525	2525	2500
Voltage	2300	2300	3500	3500	2400	2300	2400
B. Pump	ESP, TJ 12000 (23 stage)	ESP, TJ 12000 (29 stage)	Centrlift WJJ1000B 13	Centrlift WJJ1000A 13	Centrlift P75 40 stage	Reda J700N 19 stage	Centerlift HC 10000 17 stage
Estimated weight	2500	2500			850	850	550
C. Pump Column, diameter	5 1/2", 8 rd	5 1/2", 8 rd	8 5/8"	8 5/8" rnd thread	4-1/2in OD	5-1/2 in OD	5 1/2 8 rnd
Average length	20', 73 joints	20', 84joints	30' & 20'	21"	20'	20'	24'
Total length	1551'	1755'	1983	1569	1998	1850	1730
Estimated weight	40000	45000					30,000
D. Airline, Size	Baski, (2) 1/4" stainless tubing	Baski, (2) 1/4" stainless tubing	Sounder tube, 1856	Sounder tube, 1504	in annulus 1" 1800'	1-1/2" 1840'	1" PVC
E. Cable/Wire size	#2-3c, 5KV, round, galv. Armor	#2-3c, 5KV, round, galv. Armor	#1 flat	#1round	8WG4	#6	#4 3 cond- rnd
F. Check Valve, Size/Type	(2) 5 1/2"	(2) 5 1/2"	8"	8"	none	5-1/2 OD at pump	1 5 1/2 '
location	90' and 680' above pump	80' and 900' above pump	just above pump	1 joint above pump	N/A		1690'
G. Special conditions / considerations	Wellhouse is 1500' W. of drilled well. Fencing is required around well because of public park.	Wellhouse is 800' N. of drilled well. Fencing is required around well because of public park.	Pitless adapter, sounder tube, no shroud	Baski pitless, no shroud, 1" sounder PVC tube	No shroud 12" pitless adapter w 4" discharge casing has been repaired	has never been out of hole	12" Baski pitless

Schedule 3
Submersible Pump/Motors

30 FOOT COLUMN

Well name	Foxglenn Well	Continental Well	Shop Well	Ft. Tuthill Well	Rio Well	Interchange Well	Sinagua Well
<u>COSTS:</u>							
<u>A. Motor only:</u>							
1. Mobilization							
2. Pull Motor							
3. Install Motor							
4. Demobilization							
5. Special Conditions							
Total cost to TRIP Motor only:							
<u>B. Pump and Motor:</u>							
1. Mobilization							
2. Pull Pump/Motor							
3. Install Pump/Motor							
4. Demobilization							
5. Special Conditions							
<u>Total Cost Bid Schedule 3 (trip pump and motor)</u>							

Schedule 4

Miscellaneous Services

Well name	Inner Basin Well # 9	Inner Basin Well # 11	Inner Basin Well # 14
Date:	2001	12"/485'	16"/502'
Min casing size and depth	16"/352'		
A. Motor	Cummings-Diesel	Cummings NT 855	Cummings NT 855P -
Horsepower	280 HP	280 HP	280 Hp
Estimated weight	3,000 lbs	3,000 lbs	3,000 lbs
Voltage	N/A	N/A	N/A
B. Pump	Johnston - 12cc, 7	Johnston - 10 GMC	Gould
Diameter	1-11/16 inches	1-1/2 inches	1-1/2"
Estimated weight	2,430 lbs	2,000 lbs	4,510 lbs
Diameter	2 1/2 "	2 1/2 "	3 "
Average length	20 feet	20 feet	20 feet
Estimated weight	2,450 lbs	2,530 lbs	4,610 lbs
C. Pump Column,			
Diameter	8 inches	8 inches	8"
Average length	20 feet	20 feet	20 feet
Estimated weight	Johnston, type A, est. wt. 700 lbs	Johnston, size 16, est. wt. 700 lbs	Goulds, est. wt. 700 lbs
D. Airline/size	3/4" x 21' Galv. Steel	3/4" x 21' Galv. Steel	1 inch Galv. Steel
G. Special conditions / considerations	Contractor will remove/replace well bldg. Access limited. Pipeline Road tunnel limits height to 10', width to 8 1/2'. Tunnel is 25' long. Lockett Meadow Rd is steep. Either rd leads to I B.	Contractor will remove/replace well bldg. Access limited. Pipeline Road tunnel limits height to 10', width to 8 1/2'. Tunnel is 25' long. Lockett Meadow Rd is steep. Either rd leads to I B.	Contractor will remove/replace well bldg. Access limited. Pipeline Road tunnel limits height to 10', width to 8 1/2'. Tunnel is 25' long. Lockett Meadow Rd is steep. Either rd leads to I B.
COSTS:			
A. Motor only:			
1. Mobilization			
2. Pull Motor			
3. Install Motor			
4. Demobilization			
5. Special Conditions			
Total cost to TRIP Motor only:			
B. Pump and Motor:			
1. Mobilization			
2. Pull Pump/Motor			
3. Install Pump/Motor			
4. Demobilization			
5. Special Conditions			
Total Cost Bid Schedule 4 -TRIP pump/motor			

Schedule 5
Booster Stations

PUMPS WITH LINE SHAFTS

Station and name of device	Woody Mtn. Booster Sta, Pumps 1 & # 2	Reservoir Filtration Plant: P-2030, P-2040	Reservoir Filtration Plant, P-2130	Reservoir Filtration Plant, P-2100, P-2120	Raw Water Pump House, P1001 P1003 Surface water	Raw Water Pump House, P1002 Surface water
A. Motor	U.S.Motor	U.S.Motor	U.S.Motor	U.S.Motor	U.S.Motor	U.S.Motor
Horsepower	135	75	30	15	200	250 (1964)
Estimated weight	1250	1250	500	250	2000	2000
Voltage	440	440	440	440	440	440
B. Pump	Goulds	Worthington	Worthington	Worthington	Birkelbach	Birkelbach
Estimated weight	850 lbs	850 lbs	850 lbs	850 lbs	850 lbs	
C. Pump Column, diameter	12 inches	5 inches	12 inches	5 inches	14 in.	14 in.
Average length	30 feet	30 feet	30 feet	30 feet	30 feet	30 feet
<u>G. Special conditions / considerations</u>	Requires medium crane for removal	Requires large crane for removal of pump and motor	Requires large crane for removal of pump and motor	Requires large crane for removal of pump and motor	Requires large crane for removal	Requires large crane for removal
<u>COSTS:</u>						
<u>A. Motor only</u>						
1. Mobilization						
2. Pull Motor						
3. Install Motor						
4. Demobilization						
5. Special Conditions						

Schedule 5
Booster Stations

PUMPS WITH LINE SHAFTS

Total Cost to TRIP MOTOR only						
<u>B. Pump and Motor :</u>						
1. Mobilization						
2. Pull pump/motor						
3. Install pump/motor						
4. Demobilization						
5. Special Conditions						
<u>Total Cost Bid Schedule 5 -TRIP</u>						

Schedule 5
Booster Stations

PUMPS WITH LINE SHAFTS

Station and name of device	Raw Water Pump House, P2001 P2002 Well water	Raw Water Pump House, P2003 Well water	Lake Mary Water Plant, P-6201 P-6202 backwash	Lake Mary Water Plant, P-6001 (2 MGD)	Lake Mary Water Plant, P-6002 P-6003 (4MGD)	Lake Mary Water Plant, P-6004	Lake Mary Water Plant, wetwell pumps
A. Motor	U.S.Motor	U.S.Motor	U.S.Motor	U.S.Motor	U.S.Motor	U.S.Motor	General Electric
Horsepower	200	250 (1964)	60	100	175	250	25
Estimated weight	2000	2000	1500	1750	2000	2500	720
Voltage	440	440	440	480	480	440	460
B. Pump	Birkelbach	National Pump	Birkelbach	Birkelbach	Birkelbach	Floway	Fairbanks Morse
Estimated weight		850 lbs	850 lbs	850 lbs	850 lbs	850 lbs	
C. Pump Column, diameter	14 in.	14 in.	12 in.	12 in.	12 in.	12 in.	13.63
Average length	30 feet	30 feet	30 feet	30 feet	30 feet	30 feet	10
<u>G. Special conditions / considerations</u>	Requires large crane for removal	Requires large crane for removal	Requires large crane for removal	Requires large crane for removal	Requires large crane for removal	Requires large crane for removal	Requires large crane for removal thru skylite
<u>COSTS:</u>							
<u>A. Motor only</u>							
1. Mobilization							
2. Pull Motor							
3. Install Motor							
4. Demobilization							
5. Special Conditions							

Schedule 5
Booster Stations

PUMPS WITH LINE SHAFTS

Total Cost to TRIP MOTOR only							
<u>B. Pump and Motor :</u>							
1. Mobilization							
2. Pull pump/motor							
3. Install pump/motor							
4. Demobilization							
5. Special Conditions							
<u>Total Cost Bid</u> <u>Schedule 5 -TRIP</u>							

Schedule 6
Booster Stations

W/O LINE SHAFTS

Station and name of device	Airport Booster Station, Patterson Fire Pump	Airport Booster Station, Transfer Pumps 1 & 2	University HighInds Bstr Sta, Domestic Pump # 1 & # 2	University HighInds Booster Station Fire Pump	Kinlani Booster Station	Railroad Springs Booster Station, Pump # 1 & # 2	Lake Mary Water Plant, Recovery Pond	Foxglenn Sinagua Distribution Pump	Tuthill Distribution Pump	Rio Well Distribution Pump	Shop Well distribution pump	Interchange Well distribution pump
A. Motor	Cummins	U.S. Motor	U.S.Motor	U.S.Motor	U.S.Moto		(2) US Moto	US Motor	US Motor	U.S.Mot	U.S.Motor	
Horsepower	182	2	15	75	15	125	5	50 ea	100	20	125	
Estimated weight	1000	100	120	1000	100	500	150	750 ea	1000	125	1200	
Voltage	Diesel	220 single phase	440	440	440	480	440	480	480	480	460	
B. Pump	Patterson	Peerless	PACO	Fairbanks Morse	Peerless	HSC 4.5.11c	Myers	(2) Aurora type 420 multi stage split case	Aurora type 410 1 stage split case	Fairbanks Morse	Fairbanks Morse, 12m - 7000aw, 5 stages	Fairbanks Morse 8m - 7000aw, 11stages
Estimated weight	850 lbs	150	50	850 lbs	150	1000	150					
G. Special conditions / considerations	Pump and Engine must be rolled out of building to be removed	Small Pumps < 200lbs	Pumps inside building need small lifting aid to handle easily	Pump is horizontal - requires existing trolley to remove from building		Skid mounted. Small crane with 1 ton capacity should be able to remove these			crane required to lift through roof	crane required to lift through roof	Requires large crane for removal thru skylite	Requires large crane for removal thru skylite
COSTS:												
A Pump Only:												
1. Mobilization												
2. Pull												
3. Install												
4. Demobilization												

Schedule 6
Booster Stations

W/O LINE SHAFTS

5. Special Conditions													
Total Cost Bid Schedule 6													
B. Pump and Motor :													
1.													
2. Pull pump/moto													
3. Install pump/moto													
4. Demobilizat													
5. Special Conditions													
Total Cost Bid Schedule 6													

Schedule 7
Pumps at Rio De Flag

<u>Station and name of device</u>	Influent Pumps	Horizontal end suction pumps	Vertical Turbine Pumps (reclaim pumps)	Submersible Propeller Mixer (recirculation mixer)
A. Number of units	5	5	4	pump & motor are one unit
B. Motor	Marathon	Marathon	G. E.	FLYGT
Horsepower	100	10	250	10
Estimated weight	1500 lbs.	294 lbs.	2400 lbs.	530 lbs.
Voltage	460	460	460	460
C. Pump	Aurora	Aurora	Ingersoll	N/A
Model	613A	611P		PP-4451
Size	6*8*18	6*6*12B		N/A
Gallons Per Min.	2600	700	2150	
Estimated weight	1530lbs.	131	3500	N/A
D. Special conditions / considerations	Building has traveling bridge crane for lifting pump and motor, two ton capacity.	Pump room has overhead fixed chain hoist in middle of room.	Five stage pump. Building has traveling bridge crane for lifting motors and pumps, three ton capacity.	Portable winch assembly on site for removal from basin.
<u>COSTS:</u>				
<u>A Pump Only:</u>				
1. Mobilization				
2. Pull pump				
3. Install pump				
4. Demobilization				
5. Special Conditions				
<u>Total Cost Bid Schedule 7 (trip pump)</u>				
<u>B. Pump and Motor :</u>				
1. Mobilization				
2. Pull pump/motor				
3. Install pump/motor				
4. Demobilization				
5. Special Conditions				
<u>Total Cost Bid Schedule 7 -TRIP</u>				

Schedule 8
Pumps at Wildcat Hill

Station and name of device	Bio Sump Pump # 1	Bio Sump Pump # 2	Two Low Pressure Pumps	Three High Pressure Pumps	Station and name of device	P. E. Pumps and Motors	FCC Pumps and Motors	Reclaim Tank Fill Pump	SEPS Pumps
A. Number of units	1	1	2	3	A. Number of units	4	3	1	3
B. Motor	Waukesha	Yaskawa, 3 phase	US Vertical Hollow Shaft	US Vertical Hollow Shaft	B. Motor	US Electrical	RUI US Motors	US Motor VIT	GE Vertical Induction, High
Horsepower	250 HP	250 HP	15 HP	20 HP	Horsepower	40 HP	75 HP	10 HP	59 HP
Estimated weight	6,000 lb	6,170 lb	250 lb	250lb	Estimated weight	600 lb	400 lb	300 lb	800 lb
Voltage	N/A	480	480	480	Voltage	480	460	480	460
C. Pump	Aurora	Aurora	Johnson, Type A, 3 Stage, 10 DOL, Peabody	Johnson, Type A, 9 Stage Goul Pump Bowl Assembly	C. Pump	Cascade / Auro	Goul	Goul	Fairbanks / Morse
Model	V31-72529	V31-72530	JTA	JTA	Model	15837-40	11CLC	11CLC	8312
Size	25 inch	25 inch	6 inch * 1 inch	6 inch * 1 inch	Size	12 MFCH	11CLC	11CLC	1 STG 14 inch
Gallons Per Min.	17,500	17,500	450	260	Gallons Per Min.	5,550	1085	975	8,000
Estimated weight	2,500 lb	2,500 lb	650 lb	800 lb	Estimated weight	1,800 lb	700 lb	700 lb	2,300 lb
D. Pump housing					D. Pump housing				
Diameter	30 inches	30 inches	6 inch	6 inch	Diameter	12 inch	7.6975 inches, 6 stages	7.13 inches	16 inch
Length	15 feet	15 feet	15 feet	11 feet	Length	18 feet, including motor	11 feet, including motor	11 feet	16 feet
E. Check valve					E. Check valve				
Size	N/A	N/A	4 inch	4 inch	Size	16-150 W	6 inch	6 inch	EDDY 10 WA 16 LIST 114
Location	N/A	N/A	Discharge side of pump	Discharge side of pump	Location	Discharge side of pump, flange to flange.	Discharge side of pump	Discharge side of pump	Discharge side of pump
F. Special conditions / considerations	Requires rigging to remove motor and pump from sump and building. Overhead crane available for removal of right angle gear and pump.	Requires rigging to remove motor and pump from sump and building. Overhead crane available for removal of motor and pump.	Roof cover will need to be removed to access pumps and motors for removal.	Roof cover will need to be removed to access pumps and motors for removal.	F. Special conditions / considerations	Roof cover will need to be removed to access pumps and motors for removal.	Roof cover will need to be removed to access pumps and motors for removal.	Roof cover will need to be removed to access pumps and motors for removal.	Roof cover will need to be removed to access pumps and motors for removal.
COSTS:					COSTS:				
A Pump Only:					A Pump Only:				
1. Mobilization					1. Mobilization				
2. Pull pump					2. Pull pump				
3. Install pump					3. Install pump				
4. Demobilization					4. Demobilization				
5. Special Conditions					5. Special Conditions				
Total Cost Bid Schedule 8 (trip pump)					Total Cost Bid Schedule 8				
B. Pump & Motor									
1. Mobilization					1. Mobilization				
2. Pull pump & motor					2. Pull pump & motor				
3. Install pump & motor					3. Install pump & motor				
4. Demobilization					4. Demobilization				
5. Special Conditions					5. Special Conditions				
Total Cost Bid Schedule 8					Total Cost Bid Schedule 8				

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jerene Watson, Deputy City Manager
Co-Submitter: Kevin Burke, City Manager
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE

Approval of Final 2014 City of Flagstaff State & Federal Legislative Priorities Agenda

RECOMMENDED ACTION:

Approve the City of Flagstaff legislative priorities for 2014 covering regional, state and federal issues. Council approval will serve as the basis for positions and actions of City staff and contracted lobbyists representing the City in regional meetings, in state forums involving the Governor, state agencies or before the State Legislature, Congress and federal agencies.

INFORMATION

The attached State and Federal Legislative Priorities agenda was discussed in Work Session on November 26 and provides an update of that discussion with changes made. Additionally, in a review of the draft 12/17/13 Council agenda at the December 10 Work Session, a Councilmember asked that Walnut Canyon be added to our Federal Legislative Priorities in anticipation and support of regional partners seeking expansion and preservation of adjacent federal lands. Because a formal report of this project and the anticipated options has not yet been presented to Council, staff did not make any adds at this time; however, the Priorities can always be amended after such presentation to reflect Council's direction. Our adopted legislative agenda establishes City of Flagstaff positions on issues, policies and projects of legislative interest. Materials that guide our lobbying and communication efforts and comprise the context for this legislative agenda include:

- Legislative Protocols
- Annual Legislative Calendar which provides a high level overview of how legislation flows at the state and federal levels.
- League of Arizona Cities and Towns 2014 Legislative Resolutions that will guide the League's lobbying efforts in the next state legislative session on behalf of municipalities.
- League's 2013 Municipal Policy Statement
- Our own Guiding Principles

Issues identified may impact the Council's vision and mission in fulfilling City goals and objectives, promoting community values and protecting residents' quality of life. This final Legislative Priorities agenda provides the positions and message that will represent the City in the various opportunities to impact state and federal legislation or decisions made at other governmental levels.

Attachments: 2014 COF Legislative Agenda
2014 AZ League Resolutions (final)
Annual Legislative Calendar 13-14

Legislative Protocols
2013 League Municipal Policy Statement



City of Flagstaff Intergovernmental Affairs Program

2014 LEGISLATIVE AGENDA PRIORITIES

The City of Flagstaff Intergovernmental Affairs program addresses legislative initiatives at the county, state, and federal levels which follow an annual cycle of development, captured on the attached legislative calendar. The program mission is to develop and advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests. As a member of the League of Arizona Cities and Towns, the City of Flagstaff has helped develop and has signed onto the slate of League resolutions (attached) in support of common legislative efforts benefitting Arizona cities. Council adoption of the League resolutions, our identified priorities and guiding principles authorizes staff or City representatives to take positions generally consistent with our legislative priorities.

The attached Guiding Principles of the League of Arizona Cities and Towns is part of our legislative agenda. Additionally, the following objectives strengthen local government, promote City goals and defend the City against legislative actions by the State or Federal governments that would weaken our authority or take away traditional revenue sources. These are presented as part of the 2014 Legislative Agenda for the City of Flagstaff.

Guiding Principles

- Local Control: Protect local revenues and local authority, which reflect core principles for local government. Flagstaff believes local government best represents local communities in the areas of regulatory, finance, and administrative decision-making. This representation requires opposing any unfunded mandates at the Federal and State levels
- Regional Communication & Partnerships: the County has a direct impact upon the quality of life in Flagstaff and it is essential that the City maintain positive relations and direct communications with our County partner to promote mutual legislative actions. This can be accomplished formally through participation in joint meetings with the County as well as The Alliance for the 2nd Century whose membership includes Coconino Community College (CCC), Coconino County, the Flagstaff Unified School District (FUSD), and Northern Arizona University (NAU). Periodic meetings with Hopi and Navajo tribes are also beneficial for partnership on matters of mutual concern as well as membership in Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to be involved in planning of our regional transportation and the Northern Arizona Council of Governments (NACOG).
- Council Goals: Advancing or defending goals of the City Council and adopted legislative priorities in effect during the 2014 legislative session does not require additional Council action.

State

- STATE SHARED REVENUES: Protect state shared revenue to municipalities as a revenue percentage and a revenue source.
- HURF RESTORATION: Full lobbying support of League Resolution #11 to stop future sweeps of HURF (Highway User Revenue Funds) dollars and actions that restoring 2008 levels of funding as well as allocate new dollars to transportation.
- ADOT ROW USE: Obtain state permission (AZ Dept. of Transportation) to place a water pipeline in the I-40 right-of-way from Red Gap Ranch to Flagstaff, including US Forest Service land.
- FOREST HEALTH: Support any state efforts designed to reduce forest fire dangers in the region, encouraging state investment opportunities or matching funds to treat areas in and around cities.
- PENSION REFORM: In coordination with the League of AZ Cities and Towns, support efforts studying or implementing pension reforms which obtain greater flexibility to manage pension plans affecting municipal employees. This includes obtaining more control of determining part-time classification.
- ECONOMIC DEVELOPMENT TOOLS: Retain and enhance economic development tools that enable cities to compete on a national and international level for business retention and attraction that further the economic viability of Flagstaff and greater Northern Arizona.
- SALES TAX SYSTEMS INTEGRATION: Support legislative actions as needed to assist in the AZ Department of Revenue (ADOR) integration of our sales tax systems in time for the January 1, 2015 deadline.
- ENERGY DISTRICTS: Seek enabling legislation for 'Energy Districts' that provides flexible financing authority for commercial entities via finance mechanisms for upfront investment capital in energy efficiency and renewable energy improvements to properties.
- BUILDING CODE TECHNICAL AMENDMENT: Amend ARS Statute 32-144, A (4) by adding an exception to allow non-registrants to design non-bearing walls in a tenant improvement (Note: This limitation does not apply to non-bearing walls in tenant improvements in existing buildings for assemblies, businesses, or mercantile type occupancies.)
- GRAFFITI: Full lobbying support of League Resolution #9 to amend the state criminal code to ensure restitution for graffiti offenses includes all costs of the abatement of the graffiti.
- DARK SKIES: Encourage restoration of dark skies protections by eliminating electronic billboards on all lands across the county, including tribal nations.
- I-11 CORRIDOR: Seek assistance from ADOT and the state on getting an economic impact study of the proposed I-11 Corridor on northern Arizona cities east of the proposed route.
- VETERANS AFFAIRS: Support efforts for the establishment of a VA Home in Bellemont and the financial support needed from the State as matching funds to the federal allocation for the home.

Federal

- Rio de Flag Flood Control Project – Complete the Limited Re-evaluation Report and obtain necessary approvals from the Assistant Secretary of the Army so as to be included in any USACE work plan or report to Congress as an authorized project.
 - Water Resources Development Reauthorization – Protect language in House and Senate bills that allow for self-administration pilot projects
- Transportation – Secure authorization and fiscal resources for the Regional Transportation Plan priorities including Lone Tree Interchange and the 4th Street Bridge over I-40, along with widening of Highway 180.
- Forest Health – Leverage voter approved bonds for forest restoration with federal dollars to maximize acreage to be treated and ensure that resources and funding continue to flow to important regional projects such as 4FRI and ERI.
- Water – Secure easement rights for required water transmission line located within Interstate 40 right-of-way or other Council-approved route.
- FAA (Airport) –
 - Resurface & Restripe Runway which has aged excessively; funding request FY 2015, \$3.3M
 - Construct non-revenue multi-level parking structure to increase passenger parking capacity at the airport terminal; funding request FY 2016 \$4M and FY 2017 \$4M for a total estimated project cost of \$8M.
 - Purchase 167.89 acres of Airport land, which contains Runway Protection Zone, Avigation Easement, Lake Mary Park land and the Water Treatment Plant; funding request FY 2018 in the amount of \$6.7M
- FEMA - Schultz Flooding Inner Basin Pipeline - Timber Retaining Wall appeal letter (to be sent) for \$124,443, the amount declined by ADEM (AZ Dept. of Emergency Management)

Further Collaboration

Support regional, state and federal partnerships that may advance applicable legislation in support of the City of Flagstaff.

Regional	State	National
Coconino County	League of Arizona Cities and Towns	National League of Cities and Towns
Flagstaff Unified School District	Coconino Community College	Conference of Mayors
Northern Arizona Council of Governments (NACOG)	Northern Arizona University	US Forest Service
Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA)	AZ Game and Fish	US Parks Service
Northern Arizona Municipal Water Users Association (NAMWUA)	Arizona State Land Department	Hopi Tribal Nation
Coconino Plateau Water Advisory Council	State Forestry – State Forest Health Council	Navajo Tribal Nation
Greater Flagstaff Forest Partnership	Greater Arizona Mayors' Association (GAMA)	Additional State Agencies
Chamber of Commerce		Additional Federal Agencies

Introduction

Each year, members of the League of Arizona Cities and Towns may recommend items for the League's legislative program by submitting a resolution. Those resolutions are reviewed in the summer by the Resolutions Subcommittee and are then advanced to the Resolutions Committee for a formal recommendation. The resolutions are then formally adopted at the League's Annual Business Meeting, which is held at the end of August.

The adopted resolutions, which are outlined below, inform the creation of the annual Municipal Policy Statement which serves as the principal guide for the League's legislative program for the upcoming session.

League of Arizona Cities & Towns
2014 Resolutions

Resolution Overview

No.	Summary
1	Develop and pass legislation to make the requirements for annexation a more simple and flexible process.
3	Prohibit fire districts from annexing areas inside a municipal planning area without the consent of the municipality, unless the municipality does not operate a municipal fire department.
6	Authorize street light improvement districts (SLIDs) to levy and expend money to repair, maintain and replace lighting facilities.
9	Amend A.R.S. Title 13 (Criminal Code) to ensure that restitution for graffiti includes all costs of a victim associated with graffiti abatement.
11	Stop future sweeps of Highway User Revenue Funds (HURF) allocated to Arizona cities and towns and restore HURF funding to FY2008 levels.
12	Develop and pass legislation to ensure the viability of Arizona state parks and to restore the Arizona state park heritage fund.
16	Include one representative from a large city along with one representative from a small non-metropolitan city on the Public Safety Personnel Retirement System Board of Trustees.
19	Pass legislation or engage in other activities that support and advocate for resources to improve Arizona's ports of entry with Mexico and related infrastructure.
20	Support the long-term retention of Arizona's military installations.

League Staff Resolutions

No.	Summary
1	Preserve the tax exempt status of municipal bonds.
2	Pass the Marketplace Fairness Act.

League of Arizona Cities & Towns

2014 Resolutions

Resolution #1

Develop and pass legislation to make the requirements for annexation a more simple and flexible process.

Submitted by: Town of Oro Valley, City of Bullhead City, Town of Marana, City of Yuma, Town of Wickenburg

A. Purpose and Effect of Resolution

The annexation process is cumbersome and needs examination. This resolution proposes to advocate for reasonable solutions to the annexation dilemma.

Certain problems arise in the process of annexation. Excessive signature requirements are a deterrent. Cities and towns are required to obtain signatures from utility companies, and other entities, that do not own real property in the proposed annexation area. Cities and towns are also required to meet an assessed valuation threshold; but when they do not levy a property tax, the value of the property is irrelevant.

In addition, over time cities created county islands by annexing around the areas that did not meet the minimum signature requirements to become part of a city. The result is that there are pockets of non-incorporated areas dotted throughout cities. The unintended consequence of this action is that these county islands do not receive the same level of public services as property as close as next door. Property owners should receive services for taxes paid, and unincorporated area residents buy goods and services in cities and towns but do not receive police protection and other basic urban services. County services address the needs of largely rural areas and do not generally meet the needs of these urban areas.

The League, interested members and other stakeholders should convene to discuss these problematic areas and design legislation that will enhance the annexation process without undue burden to any one party.

B. Relevance to Municipal Policy

Statutes regarding municipal annexation have become more complicated over time. Simplifying the annexation process is good policy, allowing cities and towns to provide important urban services within their boundaries. Annexation also fosters civic engagement in the democratic process and a sense of shared responsibility for our communities. Residents living in unincorporated areas are affected by decisions made by cities and towns, yet they have no voice in the governing process.

C. Fiscal Impact to Cities and Towns

League of Arizona Cities & Towns

2014 Resolutions

Reducing the unincorporated population is a key strategy for cities and counties to maintain fiscal stability. Annexation allows cities and towns a way to expand their retail sales tax base, providing greater fiscal stability. This increased governance capacity ensures that cities and towns are able to provide adequate services to all Arizona citizens.

If legislation moves forward that allows greater flexibility in annexing county islands, it would be up to cities and towns themselves to determine when and if they annex these areas. Those communities that choose to move forward will need to extend their services to newly annexed areas. Those costs would be different for each community. But nothing in the legislation should require a city or town to annex county islands if they feel they cannot provide services.

D. Fiscal Impact to the State

There is no fiscal impact to the state when it comes to which local government provides local services. Minor adjustments in state-shared revenues would be made based on population changes, but it would be a reshuffling of the total allocation, not an increase in state revenues to local government. Eliminating barriers to annexation would also encourage economic development, which would ultimately result in increased revenue to the state.

E. Contact Information

Name: Kevin J. Burke	Title: Assistant to the Town Manager
Phone: 520-260-1346	Email: kburke@orovalleyaz.gov

Name: Connie S. Scoggins	Title: Assistant City Attorney
Phone: 928 373-5055	Email: Connie.Scoggins@Yumaaz.gov

Resolution #3

Resolves that the Arizona State Legislature should amend Title 48 to prohibit fire districts from annexing areas inside a municipal planning area without the consent of the municipality unless the municipality does not operate a municipal fire department.

Submitted by: City of Peoria, City of Surprise

A. Purpose and Effect of Resolution

Fire district annexations in municipal planning areas that occur without the consent of the municipality result in duplicity of services and facilities. Cities and towns engage in long-term capital planning to serve their entire planning area and are required to do so by state law. Fire districts may seek to annex such areas without regard for the city or town’s plan, solely to obtain revenue. Taxpayers are left paying for facilities they may not need.

B. Relevance to Municipal Policy

This is a problem in rapidly growing cities, primarily in those located in the urban areas of the state. When fire districts annex without regard to municipal plans, a city or town and its residents incur additional costs. The proposed legislation treats these annexations as other intergovernmental annexations, which require that governments consult and agree.

C. Fiscal Impact to Cities and Towns

This change would reduce wasteful spending caused by duplicative facilities.

D. Fiscal Impact to the State

None is anticipated.

E. Contact Information

Name: John Schell Title: Director, Intergovernmental & Council Affairs
Phone: (623) 695-0573 Email: john.schell@peoriaaz.gov

Resolution #6

Amends statute to authorize street light improvement districts (SLIDs) to levy and expend money to repair, maintain and replace lighting facilities. Changes in statute should also allow a municipality the option to accept the infrastructure and maintenance responsibilities of county-operated SLIDs that are located within the municipality's corporate boundaries and authorize the municipality to assume jurisdiction over fully annexed county street light improvement districts.

Submitted by: City of Scottsdale, City of Apache Junction, City of Casa Grande

A. Purpose and Effect of Resolution

A street light improvement district (SLID) is a special taxing district created by the legislature in 1971 as a mechanism for residents to integrate street lights and pay the energy costs of street lights in their neighborhoods (§48-960).

Operation and Maintenance – Under current state law, SLIDs are only authorized to levy for payment of street light energy costs — *operation and maintenance* costs are not included. As a result, SLID operation and maintenance costs are paid by all municipal taxpayers — rather than by those who directly benefit from the street light infrastructure in their districts. Legislation should seek changes to current law to allow operation and maintenance costs to be included in the levy in addition to energy costs. In addition, municipalities should be allowed to create master repair and replacement funds for SLIDs.

Consolidation – The current process for a municipality to absorb a non-municipal SLID is a piecemeal process that is costly and time consuming. Changes to statute will facilitate a simple one-time process that will allow a municipality to consolidate all of the SLIDs that exist within its corporate boundaries. These provisions would apply statewide — allowing other cities and towns to facilitate consolidation if they so choose.

B. Relevance to Municipal Policy

SLIDs are prevalent across the state. A uniform process that allows cities and towns to recoup maintenance costs for maintaining these districts and allow for the consolidation of the districts will provide long-term financial benefits and better cost forecasting to municipalities.

C. Fiscal Impact to Cities and Towns

Cities and towns that currently provide maintenance of SLID streetlight infrastructure (rather than the utility) would realize general fund savings as reimbursement of those maintenance costs become available.

D. Fiscal Impact to the State

There would be no fiscal impact to the state.

E. Contact Information

<u>Name: Brad Lundahl</u>	<u>Title: Government Relations Director</u>
<u>Phone: 480-312-2683</u>	<u>Email: blundahl@scottsdaleaz.</u>

Resolution #9

Amends A.R.S. Title 13 (Criminal Code) to ensure that restitution for graffiti includes all costs of a victim associated with graffiti abatement.

Submitted by: City of Yuma, Town of Wickenburg, City of Apache Junction, City of Flagstaff

A. Purpose and Effect of Resolution

Graffiti is a continuing and fast-growing problem for cities and towns. The level of punishment for individuals committing illegal acts of graffiti is a difficult and complex issue. Abatement of graffiti and apprehension and prosecution of the perpetrator is costly to cities and towns, and these costs are seldom, if ever, recovered. Arizona statutes allow prosecution of graffiti under the criminal code as criminal damage. Because graffiti is such an immediate and growing problem on both public and private property, it needs to be addressed in statutes setting forth stricter penalties for graffiti.

Restitution ordered by the court for graffiti offenses should include the full amount of damages to the victim. This means a victim, as a matter of law, would be entitled to the full, reasonable reimbursement for the amount paid to a third-party contractor to abate graffiti damage to his or her property, or, alternatively, if the victim abates the graffiti damage without retaining a third-party contractor, the victim should be entitled to full, reasonable compensation for his or her time spent abating the graffiti, for reimbursement of the costs of all materials used to abate the graffiti and for vehicle mileage or vehicle rental fee for vehicles the victim used to abate the graffiti.

As it stands now, some courts have been reluctant to award the full amount of damages as restitution when the victim is a private company, a municipality or other government agency that uses its own employees and equipment to abate graffiti damage. Additionally, a community service component could be added to the penalty, as done in New Mexico and California, which would provide even greater disincentives, especially if the community service involved cleaning up graffiti.

B. Relevance to Municipal Policy

The physical appearance of communities is a source of pride for Arizona cities and towns. It is one of the factors that attract people to visit or relocate to an area. While graffiti was once limited to older and deteriorating communities or facilities, it has become prevalent in all areas of cities, regardless of age, appearance, use or value. Despite the penalties for selling instruments of graffiti to minors enacted in the last few years, the number of incidents and the extent of damages have continued to increase. Stiffer penalties are needed to deter the rising tide of this vandalism.

C. Fiscal Impact to Cities and Towns

Graffiti abatement in fiscal year 2012-2013 has so far cost the city of Yuma \$117,645, despite a policy to aggressively pursue restitution from the courts. The costs to Yuma are high. Therefore, it would follow that statewide costs may be in the millions of dollars. Increasing the penalties for criminal damage may deter graffiti vandals and reduce the number of incidents and the extent of damages, thereby reducing costs of abatement. Any additional revenue generated from the stronger penalties could be directed to reduce the costs to cities and towns for abatement. Also, if violators are required to perform community service, they would be able to witness the consequences their actions have on the community.

D. Fiscal Impact to the State

Because graffiti may also occur on state-owned properties, abatement costs to the state could be reduced.

E. Contact Information

Name: Connie Scoggins	Title: Assistant City Attorney
Phone: (928) 373-5055	Email: Connie.Scoggins@YumaAz.gov

Resolution #11

Urges the Arizona State Legislature to stop future sweeps of Highway User Revenue Funds (HURF) allocated to Arizona cities and towns and to restore HURF funding to FY2008 levels.

Submitted by: City of Yuma, Town of Wickenburg, City of Sedona, City of Kingman, City of Lake Havasu City, City of Apache Junction, Town of Fountain Hills, City of Flagstaff, City of Sierra Vista

A. Purpose and Effect of Resolution

HURF funds come from a number of sources, including use fuel taxes, motor carrier fees, vehicle license taxes and motor vehicle registration fees. Statutes provide a method of distributing these funds among the state, counties and municipalities for the purpose of construction, improvements and maintenance of streets and roadways within their jurisdictions. The state has swept portions of these revenues each year since FY2008, mainly to support the Arizona Department of Public Safety (DPS). These sweeps affect every municipality and county in the state. As a result of these sweeps, more than 38 percent of Yuma’s major roadways are in poor or below average condition. Delayed maintenance on streets has caused many streets to now need total replacement, at a much greater cost. The poor condition of transportation infrastructure is a detriment to attracting new commerce and industry.

In addition to the direct impact on cities and towns’ streets and roadways, this slowdown and halt of street construction and maintenance has cost jobs. The Arizona chapter of the Associated General Contractors estimated in 2011 that an estimated 42,000 jobs have been lost due to the lack of highway construction. This loss has had a negative impact on the economic viability of the state.

B. Relevance to Municipal Policy

The longer the attention to street maintenance is neglected, the more costly it becomes to bring streets up to even average condition. Many Arizona counties, cities and towns experience a significant rise in population during the winter months. The declining street infrastructure negatively affects the state’s tourism industry and makes other warm states more attractive to these visitors.

C. Fiscal Impact to Cities and Towns

The sweeps have touched every county, city and town in Arizona. There are no replacement revenues for cities to tap. As maintenance is delayed, the cost rises. Restoring full HURF funding to local jurisdictions will allow much needed street replacement, repair and maintenance.

D. Fiscal Impact to the State

Reinstating the statutory distribution of HURF monies, including the funds to be allocated to DPS pursuant to statute, may require the state find other sources of revenue for DPS.

E. Contact Information

Name: Connie S. Scoggins Title: Assistant City Attorney
Phone: (928) 373-5055 Email: Connie.Scoggins@yumaaz.go

Resolution #13

Urges the authorization of expenditure and full appropriations through the reenactment of repealed A.R.S. § 41-501, 503 and 504 to restore the Arizona State Park Heritage Fund.

Submitted by: City of Sedona, City of Kingman, Town of Camp Verde, Town of Jerome, City of Somerton, Town of Oro Valley, City of Sierra Vista, City of Cottonwood, City of Flagstaff, Town of Clarkdale

A. Purpose and Effect of Resolution

The Arizona State Parks (ASP) Board Heritage Fund, established in November 1990 by voter initiative, provided up to \$10 million annually to Arizona State Parks from Arizona Lottery proceeds (A.R.S. § 41-503). There were three competitive grant programs offered annually from the Heritage Fund dollars to provide opportunities for the public to enjoy parks and outdoor recreation and to help preserve natural and cultural resources. Seventeen percent of the State Parks Heritage Fund revenues were available annually (up to \$1.7 million) through the Historic Preservation Grant Program. Thirty-five percent of the revenues (up to \$3.5 million) were available through the Local, Regional and State Parks (LRSP) Grant Program, and five percent of the revenues (up to \$500,000) went to the Trails Heritage Fund, of which 95 percent was available through the competitive grant program.

Since 2009, sweeps of the Heritage Fund resulted in the discontinuation of the Heritage Fund Grant Programs due to lack of funding. The Heritage Fund Grant Programs were an important source of funding, through the LRSP in particular, to cities and towns for their ability to enhance and expand local park sites. The sweep of Heritage Funds directly impacts the ability of cities and towns to provide funds to conserve our state's natural, cultural and historic resources and shifts costs to cities and towns that are the burden of the state and which benefit the state.

Not only were the remaining Heritage Funds eliminated — funds that were used for capital improvements to Arizona State Parks — but the legislature fully repealed the funding mechanism for Heritage Funds through the repeal of authorizing statutes A.R.S. § 41-501, 503 and 504 effective on July 1, 2011. The FY12 state budget swept the remaining \$2,090,000 of the Enhancement Fund, which eliminated the amount available for capital programs and left ASP with no capital funds available to repair structural emergencies. Without reauthorization of the related statutes, there is no vehicle to appropriate funds, and the future of not only local funding but the entirety of Arizona State Parks hangs in the balance. The inability to fund needed capital improvements, or even emergency repairs, puts ASP at a dangerous financial precipice.

B. Relevance to Municipal Policy

Approval of this resolution and resulting policy changes would provide a vehicle for funding to continue the ability of municipalities and the state to provide and enhance the conservation of ou

r state’s natural, cultural and historic resources. It would shift the responsibility for these programs back to the state and reinforce the voter-approved initiative that originally placed the burden on the state.

C. Fiscal Impact to Cities and Towns

Reenactment of Arizona Heritage Fund appropriations would have a significant positive impact on recreational opportunities, environmental education for the K-12 curriculum and enrichment for educators, grants and research, and response to and help with ameliorating human-wildlife conflicts in urban areas. It also positively impacts the viability of state parks as the sweep of funds has left ASP without funds for capital improvements or for any structural emergency. The loss of Heritage Funds has a direct impact on cities and towns due to the economic impact of state parks, as evidenced in “The Economic Impact of Arizona State Parks 2007” study prepared by the Arizona Hospitality Research & Resource Center, Center for Business Outreach and The W. A. Franke College of Business, Northern Arizona University, in February 2009.

D. Fiscal Impact to the State

Reenactment of Arizona Heritage Fund appropriations would have a fiscal impact to the state of up to \$10 million annually.

E. Contact Information

<u>Name: Nicholas Gioello</u>	<u>Title: Assistant to the City Manager</u>
<u>Phone: 928-203-5100</u>	<u>Email: ngioello@sedonaaz.gov</u>

Resolution #16

Requests that A.R.S § 38-848.3 and A.R.S § 38-713, subsection A, paragraph 1, subdivision (b) be amended so that the Public Safety Personnel Retirement System Board of Trustees as well as the Arizona State Retirement Board include one representative from a large city along with one representative from a small non-metropolitan city.

Submitted by: City of Sierra Vista, Town of Wickenburg, City of Bisbee

A. Purpose and Effect of Resolution

This resolution seeks to ensure that both large and small cities have a representative on the Public Safety Personnel Retirement System (PSPRS) Board of Trustees as well as the Arizona State Retirement System (ASRS) Board. Small municipalities in the state are being impacted by the decisions being made to reform PSRS and ASRS. Including members from a large and a small city on the boards will allow a boarder perspective on discussions as they relate to proposed changes to the systems.

B. Relevance to Municipal Policy

This resolution’s impact to cities and towns is that it would improve the discussion and ensure representation on the PSPRS Board of Trustees as well as the ASRS Board.

C. Fiscal Impact to Cities and Towns

This resolution has no fiscal impact to cities and towns.

D. Fiscal Impact to the State

This resolution has no fiscal impact to the state.

E. Contact Information

Name: Mark C. Welch	Title: Assistant to the City Manager
Phone: 520-439-2154	Email: Mark.Welch@SierraVistaAZ.gov

Resolution #19

Urges the Governor and the Arizona State Legislature to develop and pass legislation or engage in other activities that support and advocate for resources to improve Arizona's ports of entry with Mexico and related infrastructure in order to enhance international trade and improve the global competitiveness for Arizona with Mexico.

Submitted by: City of Sierra Vista, City of Yuma, City of Bisbee

A. Purpose and Effect of Resolution

Mexico is Arizona's top trading partner. Our shared border is the gateway for \$26 billion worth of imports and exports and 44 million people (crossings) each year. Mexican visitors spend approximately \$7.3 million each day in Arizona, providing an annual impact of \$2.3 billion. Trade with Mexico supports six million jobs in the U.S. and tens of thousands jobs in Arizona. In addition, Mexico is now the third-ranked commercial partner of the U.S. and the second largest market for U.S. exports.

Despite this wealth of opportunity, recent studies show that competing border states such as Texas are far outpacing Arizona when it comes to developing trade relations with Mexico. While Arizona exports to Mexico totaled about \$5.7 billion in 2011, in Texas the total was \$87 billion. Mexico is the 13th largest economy in the world, and in 2010, Mexico invested an unprecedented five percent of its Gross Domestic Product (GDP) in infrastructure.

Arizona's ports of entry face significant challenges, including aging infrastructure and an often inadequate number of customs and border protection agents needed to staff them. A heavy focus on security has impacted the tourism industry by diverting investments from needed improvements and leaving a multibillion dollar deficit in border infrastructure. For example, while investments of \$200 million into the expansion to the Nogales port of entry are progressing, no funding is allocated at this time (pending completion of appropriate studies and reviews) toward improving Arizona State Route 189, which connects the Mariposa Land Port of Entry to I-19. The U.S. General Services Administration (GSA) describes the Mariposa Land Port of Entry as "... one of the United States' busiest land ports ... serving as the main entry point for fresh produce entering from Mexico ..."

With 23 million northbound visitor border crossings and 373,000 northbound truck crossings, long waits at the border and congestion north of our ports of entry suppress economic development. In addition, greater emphasis is needed to upgrading southbound passenger vehicle and pedestrian crossings. And with significant public safety concerns arising from the 602 train crossings annually, there is clearly a need to develop an alternative to Arizona's sole rail port of entry in Nogales in order to respond to increasing manufacturing and sea port expansions in Mexico. According to the Arizona State University North American Center for Transborder Studies, needed enhancements include staffing, technology, infrastructure and communications.

Through the League of Arizona Cities and Towns, Arizona's cities and towns should unite in support of legislation or other policies that will enhance international trade and improve the global competitiveness for Arizona with Mexico, which is the 13th largest economy in the world and the state's number one trading partner.

B. Relevance to Municipal Policy

The vast majority of the economic benefit generated by trade passing through Arizona's ports of entry is realized within the state's cities and towns. For example, nearly half (43%) of all of the winter produce consumed in the United States comes through the Nogales port of entry. Along with produce, which makes up 28 percent of Arizona imports from Mexico, other major commodities include electrical machinery and equipment (18%); machinery and mechanisms (12%); edible fruits and nuts (11%); vehicles (6%); and optical, photographic and cinemagraphic equipment (4%).

The logistics centers, warehousing and distribution facilities, and value-added manufacturing facilities for these commodities are located primarily within the state's cities and towns, along with the associated sustainable wage jobs that are created as a result of this economic activity. The economic multiplier effect that these jobs create adds to the prosperity in these communities and enhances tax revenue at a time when every dollar of local revenue is even more precious to cities and towns. Enhancing trade opportunities with Mexico will only further stimulate the economies in Arizona's cities and towns.

C. Fiscal Impact to Cities and Towns

As described above, enhancing international trade and improving the global competitiveness for Arizona with Mexico will have a positive fiscal impact to cities and towns.

D. Fiscal Impact to the State

Similarly, supporting the requested legislation and policies will have a positive fiscal impact to the state and will further diversify our economic base. Failure to do so will sustain the advantage that other border states currently enjoy over Arizona.

E. Contact Information

Name: Mary Jacobs

Title: Assistant City Manager

Phone: 520-458-3315

Email: Mary.Jacobs@SierraVistaAZ.gov

Resolution #20

Urges the Governor and the Arizona State Legislature to develop and pass legislation that supports the long-term retention of Arizona’s military installations and provides opportunities to use the synergies connected to the military operations in the attraction of new or expanded governmental and non-governmental missions or businesses.

Submitted by: City of Sierra Vista, City of Yuma, City of Bisbee

A. Purpose and Effect of Resolution

Arizona’s military sector is an essential component of the state economy and most local economies within the state. There are five major military installations in Arizona, plus four principal National Guard operations. According to a 2008 report by the Maguire Group, commissioned by the Arizona Department of Commerce at the time, it is conservatively estimated that this sector produces over 96,000 direct, indirect and induced jobs in the state, with over \$9.1 billion in economic impact.

The Maguire report further quantified the amount of revenue Arizona’s military installations contribute directly to state and local governments at just over \$400 million annually, split nearly evenly between the two. In general, jobs connected to the military are especially valuable to the Arizona economy because they are largely unaffected by routine economic cycles, which means revenues associated with their presence are more stable.

The Maguire report noted “Arizona would do well to guard this economic asset and preserve its viability.” It further stated, “Maintaining these operations and the jobs and economic output they support should be a priority of state and local government.”

Support from Arizona’s local governments, through the League of Arizona Cities and Towns, for legislation that could enhance military effectiveness or protect against efforts to erode military missions is critical in the state’s long term success retaining Luke AFB, Davis-Monthan AFB, Fort Huachuca, Marine Corp Air Station Yuma and the Yuma Army Proving Ground.

Arizona’s cities and towns must be unified in their support for the military, working together to identify opportunities to demonstrate that support through such things as encouraging officials from state and local government to elevate needs identified by military installations for legislative action; supporting the continued activity and existence of the Governor’s Military Affairs Commission; supporting funding for economic development efforts at the state level to attract new/expanded military and military-connected missions and businesses; encouraging the use and continued funding of the Military Installation Funds (MIF) to help mitigate encroachment; and supporting legislative proposals regarding state land transfers to reduce potential encroachment around military installations.

B. Relevance to Municipal Policy

At a time in which every dollar of local revenue is even more precious to cities and towns, municipalities must guard against inadvertent or blatant measures that could jeopardize existing military installations and the over \$200 million it directly contributes to local government. Encroachment is a major issue across the state, and is not only associated with new subdivisions. Water use, electromagnetic interference, lighting, airspace and other issues can ultimately affect military missions, or could result in the state's five major bases not being considered for realigned missions in the future.

The Maguire study excluded military-related businesses such as Raytheon, Boeing and those associated with the redeveloped Williams Center in Gilbert, which take advantage of synergies with the state's military community but separately add hundreds of millions more in economic impact to the state and local economies. But if the military missions are not retained, then opportunities to grow or expand these types of businesses, and the resulting impact on the state and local economy, could be missed.

C. Fiscal Impact to Cities and Towns

Failure to protect such a valuable asset to the state will have a direct and potentially devastating effect on local government. The military industry directly contributes approximately \$200 million in tax revenues annually to local government alone.

D. Fiscal Impact to the State

Similarly, Arizona's military installations contribute about \$200 million in revenue annually to the state government. Any loss of missions could erode that revenue, as well as impact future expansion opportunities for both military and non-military missions.

E. Contact Information

Name: Mary Jacobs	Title: Assistant City Manager
Phone: 520-458-3315	Email: Mary.Jacobs@SierraVistaAZ.gov

League Staff Resolution #1

Urges the United States Congress to reject any proposal limiting the value of the tax-exemption for municipal bonds.

Submitted by: League Staff

A. Purpose and Effect of Resolution

This resolution seeks to preserve the tax exemption for municipal bonds. Since these bonds are the primary source of infrastructure development funding in cities and towns, the elimination of the tax exemption would imperil the development of crucial projects within Arizona’s municipalities.

B. Relevance to Municipal Policy

Municipal bonds finance infrastructure projects that directly impact the citizens and businesses of our communities – roads, water and wastewater systems, fire and police stations, etc. Fewer infrastructure projects would diminish a city’s ability to serve its citizens and to attract new businesses or retain current ones.

C. Fiscal Impact to Cities and Towns

Exempting municipal bond interest from federal taxation reduces the cost of infrastructure financing by local governments. An average of 25 to 30 percent is saved on interest costs with tax-exempt municipal bonds as compared to taxable bonds. These savings arise because investors are willing to accept lower interest on tax-exempt bonds in conjunction with the tax benefit.

D. Fiscal Impact to the State

If the federal income tax exemption is eliminated or limited, states and localities will pay more to finance projects, leading to less infrastructure investment, fewer jobs and greater burdens on citizens who will have to pay higher taxes and fees.

E. Contact Information

<u>Name: René Guillen</u>	<u>Title: Legislative Director</u>
<u>Phone: 602-258-5786</u>	<u>Email: rguillen@azleague.org</u>

League Staff Resolution #2

Urges the United States Congress to pass the Marketplace Fairness Act.

Submitted by: League Staff

A. Purpose and Effect of Resolution

The Marketplace Fairness Act (MFA) is designed to collect sales tax regardless of the location of the seller. The League supports the MFA as a mechanism to appropriately increase revenue to support critical municipal services such as police, fire and infrastructure development. Collecting sales tax from remote sellers and online sales would level the playing field for brick and mortar local stores and would significantly increase revenues for municipalities throughout the state.

B. Relevance to Municipal Policy

By collecting taxes from sources outside the state, municipal government would be able to enhance their constituent services without burdening local businesses. This new source of revenue may also alleviate any strains on other sources of taxation.

C. Fiscal Impact to Cities and Towns

There can be a significant positive impact to cities and towns, although the precise amount will be difficult to ascertain. Estimates have been in the hundreds of millions of dollars statewide.

D. Fiscal Impact to the State

The state should also see a gain in sales tax revenue from the passage of the MFA.

E. Contact Information

Name: René Guillen	Title: Legislative Director
Phone: (602) 258-5786	Email: rguillen@azleague.org

ANNUAL LEGISLATIVE CALENDAR

City of Flagstaff, AZ

January

- **State Legislative Session begins**
It is set to begin the Monday after the first Tuesday with a 100-day legislature target timeline, hopefully ending in April. In recent past, the Session has extended into June.
- **City's State/Federal Legislative Agendas presented to Council** (if not in November-December)

February

- **President's Budget goes to Congress**
- **Congressional Offices** review of requests from constituent cities and towns begins for inclusion in their requests during the federal budget cycle to be ready for the primary federal appropriations process which begins in March.

March

- **Federal Appropriations Processes officially begins in Congress** – committee hearings and legislation “mark-ups” occur from March into May. Then the legislation typically moves into the Appropriations Conference Committees of the two respective Chambers of Congress to move towards final bill language to be presented for congressional votes.
- **National League of Cities, Congress of Cities – Washington, D.C.**
This typically begins the second week of March and is designed for municipal officials to convene in Washington annually to learn about cities' legislative agendas, both collectively and individually by municipality. Elected officials have two days of General Sessions where they hear from national leaders from Congress or the Administration and well-known national media individuals. Small break-out sessions on issues of importance to local governments are offered with opportunities to informally network with other counterparts from around the country. The final “event” for Arizona, scheduled by the AZ League of Cities staff, is a continental breakfast meeting with our two US Senators and Arizona local officials held in a briefing room on Capitol Hill.

An earlier time period or this national conference can be ideal to schedule appointments with our congressional delegation to lobby for specific needs either before, during and/or after the conference. It is typically more effective to go just ahead of the conference and meet on a Thursday when the Members of Congress are still on the Hill – often they fly to their home districts on Friday and don't return until late Monday or early Tuesday.

May/July

- **Congressional Appropriations/Earmarks released in public documents**

May – August

- **AZ League of Cities resolutions process begins**
 - During the spring & summer, a call goes out to cities via their Mayors & Managers, and Intergovernmental Programs directors in those cities who have them, asking for potential resolutions that cities would like to see supported in the legislative process. Often these resolutions are precursors to actual legislation that gets drafted.
 - A process is used to facilitate the various interests, and it culminates at the annual League of Arizona Cities & Towns conference
 - Resolutions now require at least two cities to participate; currently the deadline for submission of resolutions falls between mid-June and mid-July, but this can change from year to year.

August/September

- **Congressional Appropriation Conference Committees meet to negotiate final dollar amounts of federal appropriations**
- **AZ League of Cities Annual Conference**
This occurs between the last week of August and early October. Resolutions are voted upon by the full membership, and these are what guide the lobbying by League staff for the next Legislative Session. If an issue is not included and approved by the League, it is not something which the League can actively lobby upon.
- Contract lobbyist for Federal issues may begin conferring with **City Manager** and **Departmental Staff** to brainstorm and strategize for next round of Appropriations
- RFP out for federal and/or state lobbying assistance when renewal periods have ended in current contract.

October/November

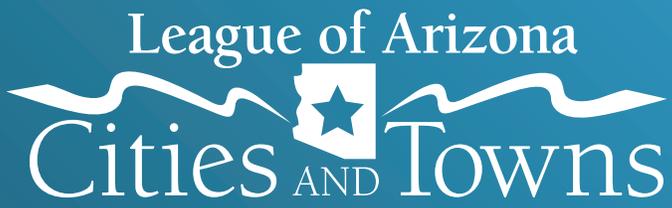
- **Federal Fiscal Year Begins** – this used to signal when Appropriations (funding) had to be completed but patterns in Congress have changed over the past decade and typically now these bills do not get completed until close to the end of the year, or even into the following January/February (or longer).
- **AZ League of Cities – Executive Committee meets** - Final approval of issues to be lobbied is given by the League's Executive Committee (25 Mayors from around the state make up the Executive Committee)
- Move towards finalizing issues that need to be monitored or put forward at the **State Legislature or for Federal appropriations. Federal legislative agenda** – presentation to Council either through contracted firm or City staff.

December

- **Legislative Reception** – a communications tool held for newly elected state and/or federal officials to get acquainted ahead of the rush of January work in their respective legislative bodies and to spend time educating them on the needs of the City and where our focus lies.
- **Federal Lobbyist** - Use contracted Washington, DC-based federal relations firm to advocate and pursue legislation, earmarks for specific projects, typically infrastructure, or other federal assistance by a professional services contractor.
- **City's State/Federal Legislative Agendas presented to Council**
- **Schedule legislative lunch with D-6 state legislators and leadership of State House & Senate** (also may be held in early January if a workable date cannot be set in December)

Legislative/Intergovernmental Protocols City of Flagstaff – 2013/14

1. A City legislative priorities agenda should be approved annually by the City Council so that staff has authority to weigh in on issues without going to Council every time an issue changes or arises which is not practical and, at times, not feasible due to swift moving actions of the legislature.
2. The Council establishes guidelines or rules of engagement as a formalized protocol on how the City's positions and messaging is to be conveyed, typically done in public discussion with agreement in principle on carrying the City's message. This should be revisited with each new Council so that missteps are avoided as best as possible. Items to be determined should include:
 - a. Understanding that notification is to be made when any elected officials are meeting with elected officials of other bodies at any level of government.
 - b. It is customary and expected that appropriate staff in the other entity is notified of meetings between elected officials (a duty of the city-designated Intergov).
 - c. Annual legislative priority agendas should be adopted so there is agreement of majority opinion on what messaging City officials are to lobby for, carry into meetings or formal settings. Activities should be coordinated through the City Manager's office and with contracted government affairs or City staff assigned intergovernmental responsibilities.
 - d. Personal opinions are to be stated as such and not representing the City if they are not in alignment with the City's adopted position.
3. Staff's role is always to provide the opportunity for the elected official to be out front but to ensure they have been briefed on key points to speak with knowledge to an issue.
4. The AZ League of Cities & Towns sends Intergovernmental (IG) communications to the City intergov staff (currently Deputy City Manager), and at times to the Mayor, who may serve on the League Executive Committee, to City/Town Managers, and at times to the City Clerk, City Attorney and/or Finance Director. Staff monitors legislation of interest routinely.
5. Public lobbyists must be registered with the Secretary of State's Office and the City's Manager's Office makes sure the City Manager, Deputy City Managers and all Division (department) Directors are on the list. Elected officials do not have to be registered.
6. The laws governing gifts or favors to elected officials applies to municipalities, and any meals, gifts with monetary value, etc. should be reported (to Clerk or City Manager's staff) so that a report can be prepared as required by law.
7. Guidelines specifically for staff:
 - a. Information sent from a City computer on a legislative issue is considered representative of the City so it should not be done without blessing from the City Manager, or designee, or City Attorney.
 - b. If you are part of a professional association that lobbies, it is generally acceptable to work on their behalf on your own time, always ensuring that you are known to be representing them, not the City.



2013 MUNICIPAL POLICY STATEMENT



CORE PRINCIPLES

The League of Arizona Cities and Towns, a voluntary association of the 91 incorporated municipalities in Arizona, is governed by two core principles: to protect shared revenues and promote local decision-making authority.

LOCAL CONTROL

Decentralized government at the local level represents a fundamental principle of American democracy, recognizing that when it comes to community governance, one size does not fit all.

The League calls upon the Legislature to respect the authority of cities and towns to govern their communities in the best interests of their residents. During the 51st Legislature, the League will endorse legislation that supports and sustains the principle of local control and reject legislation that conflicts with the autonomy of cities and towns.

Specifically, the League supports legislation that will restore municipal authority to:

- Regulate the sale and use of consumer fireworks; and
- Determine the method, manner and timing of local elections.

BUDGETARY RESOURCES, ECONOMIC DEVELOPMENT AND FISCAL RESPONSIBILITY

The League is determined to safeguard the economic resources cities and towns require to ensure safety and provide high-quality services for their residents. To that end, the League calls upon the Legislature to:

- Enact a budget that maintains existing historical formulas for the distribution of state-collected shared revenue to local governments;
- Discontinue diversions of Highway User Revenue Fund monies to fund the operations of state agencies (see figure 1); and
- Remove the financial burden from municipalities regarding the construction of infrastructure for large manufacturing facilities.

Cities and towns are actively exploring new ways to promote business growth and expand the tools available to municipalities for this purpose. In partnership with the state, the League supports legislation to:

- Authorize the formation of Revenue Allocation Districts;
- Improve Arizona's ports of entry with Mexico (see figure 2);
- Support the long-term retention of Arizona's military installations (see figure 3); and
- Modify the pension statutes related to the Alternate Contribution Rate for the Arizona State Retirement System.

TOURISM AND NATURAL RESOURCES

Recognizing the many benefits provided by Arizona's extraordinary open spaces, cities and towns support the efforts of the tourism industry and are committed to the preservation of our natural resources. The League urges the passage of legislation to:

- Promote tourism as an economic engine;
- Fully fund state parks and work with cities and towns to develop mechanisms for the operation of select parks under long term leases; and
- Improve forest health and reduce wildfire threats.

REGULATORY AND PROCESS REFORM

Cities and towns continue to seek ways to improve and streamline their regulatory, licensing and acquisition processes to promote cost effectiveness and efficient service delivery. Therefore, the League will:

Oppose any regulatory reform proposal that does not promote greater efficiency, effect significant cost savings or improve existing regulatory frameworks for the mutual benefit of stakeholders;

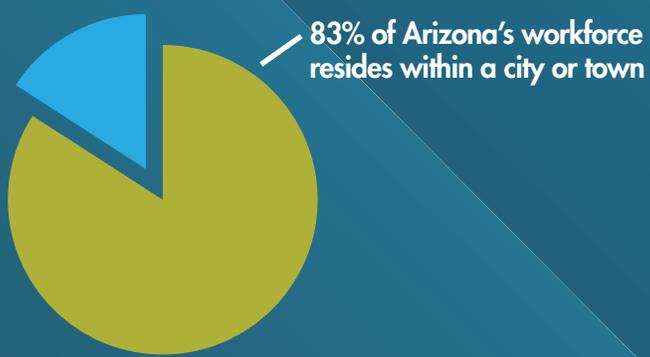
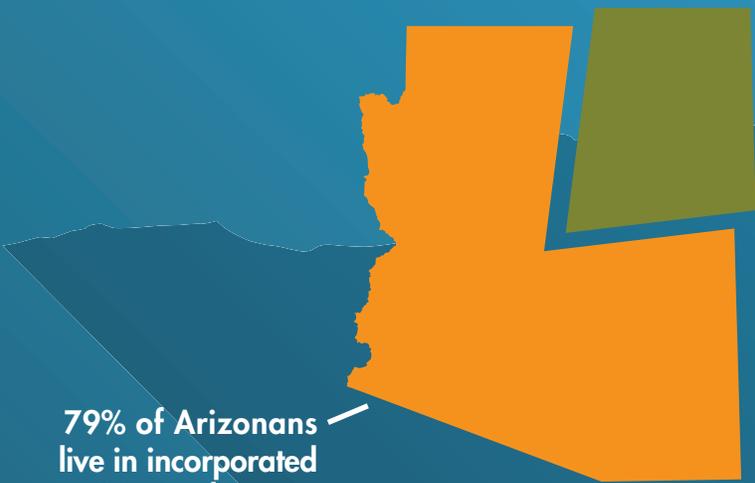
- Support changes to regulatory reform legislation enacted in 2011 in order to improve municipal licensing and permitting processes; and
- Endorse legislation to authorize expanded municipal use of Alternative Project Delivery Methods with respect to construction contracts.

QUALITY COMMUNITIES

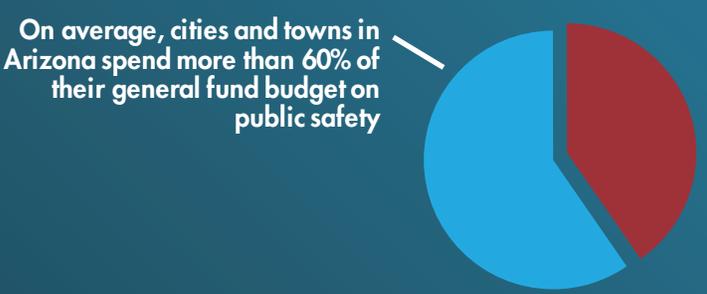
The League supports legislation to help cities improve communities and enhance the quality of life for their residents. The League recommends legislation to:

- Subject graffiti vandals to increased accountability;
- Promote more flexibility in the annexation of county islands; and
- Empower municipalities to engage in housing assistance efforts without existing regulatory burdens.

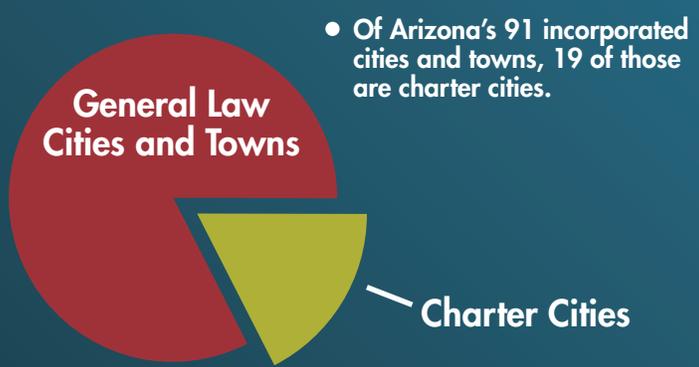
POPULATION FACTS:



PUBLIC SAFETY EXPENDITURES:

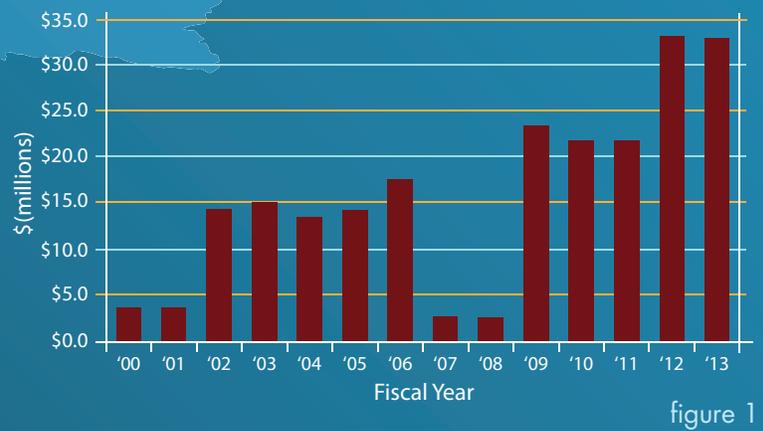


GENERAL FACTS:



20 cities and towns incorporated prior to statehood.

HURF Transfers from Cities and Towns to DPS (2000 - Present)



BORDER FACTS:

- In 2011, 20,847,588 people entered Arizona through the six ports of entry with Mexico.

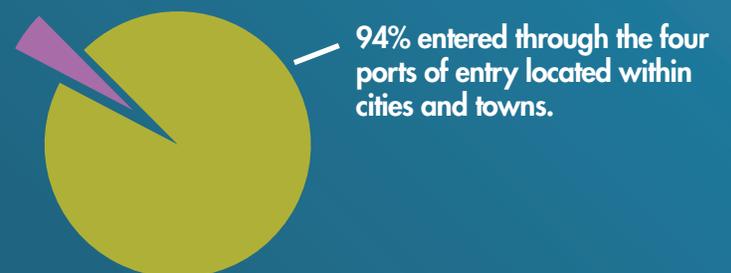


figure 2

MILITARY FACTS:

- The military industry creates 96,328 jobs in Arizona; 45,568 direct, 39,942 indirect, 11,269 induced.

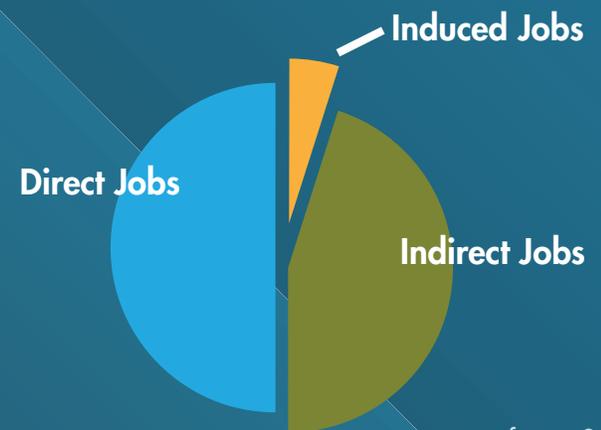


figure 3



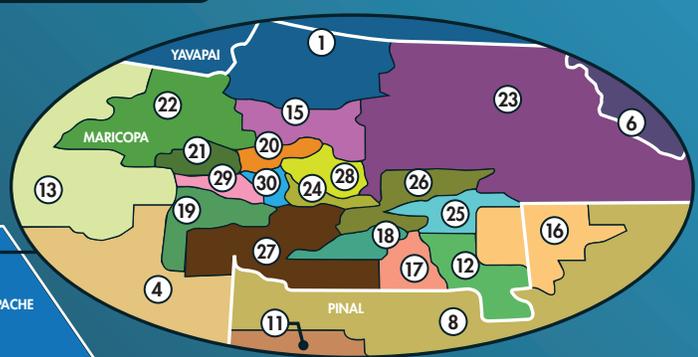
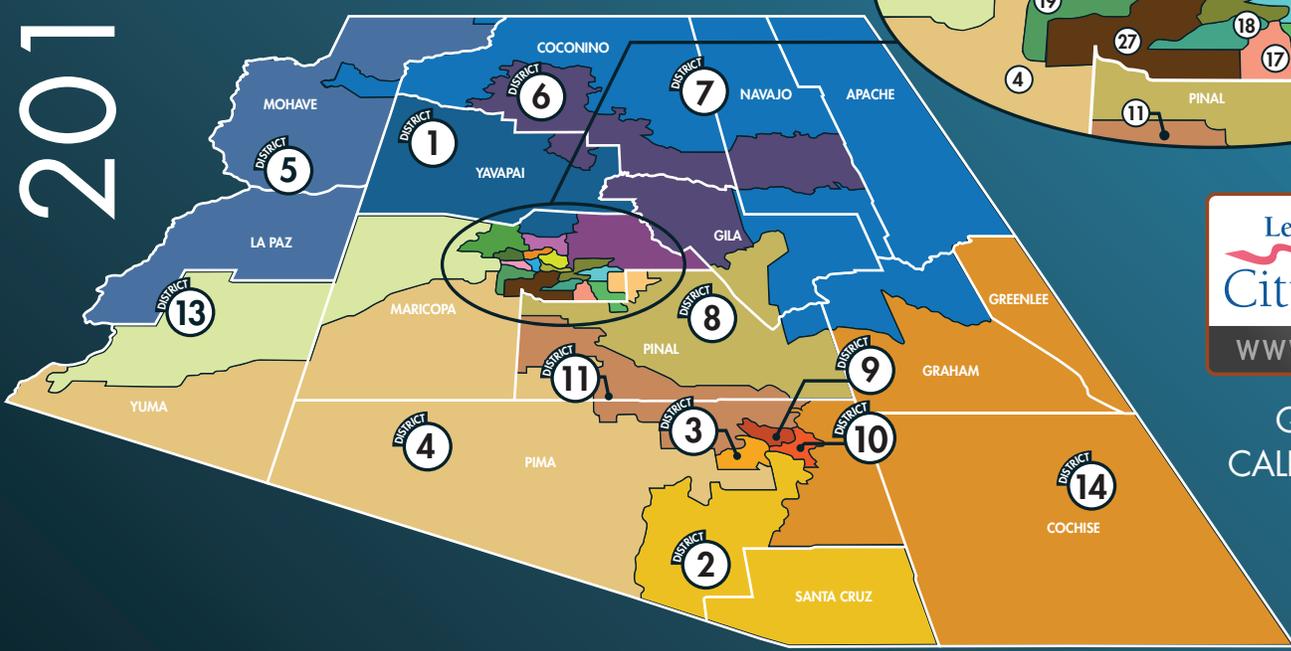
QUESTIONS?
CALL 602-258-5786

2013 LEGISLATIVE DISTRICTS

- DISTRICT 1**
 S Steve Pierce
 R Karen Fann, Andy Tobin
 M Carefree, Cave Creek, Chino Valley, Dewey-Humboldt, Peoria, Phoenix, Prescott, Prescott Valley, Wickenburg
- DISTRICT 2**
 S Linda Lopez
 R Andrea Dalessandro, Rosanna Gabaldon
 M Nogales, Patagonia, Sahuarita, South Tucson, Tucson
- DISTRICT 3**
 S Olivia Cajero Bedford
 R Sally Ann Gonzales, Macario Saldate
 M Tucson
- DISTRICT 4**
 S Lynne Pancrazi
 R Juan Carlos Escamilla, Lisa Otondo
 M Buckeye, Gila Bend, Goodyear, San Luis, Somerton, Tucson, Yuma
- DISTRICT 5**
 S Kelli Ward
 R Sonny Borrelli, Doris Goodale
 M Bullhead City, Colorado City, Kingman, Lake Havasu City, Parker, Quartzsite
- DISTRICT 6**
 S Chester Crandell
 R Brenda Barton, Robert Thorpe
 M Camp Verde, Clarkdale, Cottonwood, Flagstaff, Holbrook, Jerome, Payson, Sedona, Snowflake, Star Valley, Taylor, Tusayan, Williams
- DISTRICT 7**
 S Jack Jackson Jr.
 R Albert Hale, Jamescita Peshlakai
 M Eagar, Fredonia, Page, Pinetop-Lakeside, Show Low, Springerville, St. Johns, Winslow
- DISTRICT 8**
 S Barbara McGuire
 R Frank Pratt, T.J. Shope
 M Casa Grande, Coolidge, Eloy, Florence, Globe, Hayden, Kearny, Mammoth, Miami, Superior, Winkelman
- DISTRICT 9**
 S Steve Farley
 R Ethan Orr, Victoria Steele
 M Marana, Tucson
- DISTRICT 10**
 S David Bradley
 R Stefanie Mach, Bruce Wheeler
 M Tucson

- DISTRICT 11**
 S Al Melvin
 R Adam Kwasman, Steve Smith
 M Casa Grande, Eloy, Marana, Maricopa, Oro Valley, Tucson
- DISTRICT 12**
 S Andy Biggs
 R Eddie Farnsworth, Warren Petersen
 M Chandler, Gilbert, Queen Creek
- DISTRICT 13**
 S Don Shooter
 R Darin Mitchell, Steve Montenegro
 M Buckeye, El Mirage, Glendale, Goodyear, Litchfield Park, Surprise, Wellton, Wickenburg, Yuma
- DISTRICT 14**
 S Gail Griffin
 R David Gowan, David Stevens
 M Benson, Bisbee, Clifton, Douglas, Duncan, Huachuca City, Pima, Safford, Sierra Vista, Thatcher, Tombstone, Tucson, Willcox
- DISTRICT 15**
 S Nancy Barto
 R John Allen, Heather Carter
 M Cave Creek, Phoenix
- DISTRICT 16**
 S Rich Crandall
 R Doug Coleman, Kelly Townsend
 M Apache Junction, Mesa, Queen Creek
- DISTRICT 17**
 S Steve Yarbrough
 R Tom Forese, J.D. Mesnard
 M Chandler, Gilbert
- DISTRICT 18**
 S John McComish
 R Jeff Dial, Bob Robson
 M Chandler, Guadalupe, Mesa, Phoenix, Tempe
- DISTRICT 19**
 S Anna Tovar
 R Mark Cardenas, Lupe Chavira Contreras
 M Avondale, Phoenix, Tolleson
- DISTRICT 20**
 S Kimberly Yee
 R Paul Boyer, Carl Seel
 M Glendale, Phoenix

- DISTRICT 21**
 S Rick Murphy
 R Rick Gray, Debbie Lesko
 M El Mirage, Peoria, Surprise, Youngtown
- DISTRICT 22**
 S Judy Burges
 R David Livingston, Phil Lovas
 M Glendale, Peoria, Surprise
- DISTRICT 23**
 S Michele Reagan
 R John Kavanagh, Michelle Ugenti
 M Fountain Hills, Paradise Valley, Scottsdale
- DISTRICT 24**
 S Katie Hobbs
 R Lela Alston, Chad Campbell
 M Phoenix, Scottsdale, Tempe
- DISTRICT 25**
 S Bob Worsley
 R Justin Olson, Justin Pierce
 M Mesa
- DISTRICT 26**
 S Ed Ableser
 R Juan Mendez, Andrew Sherwood
 M Mesa, Phoenix, Tempe
- DISTRICT 27**
 S Leah Landrum Taylor
 R Ruben Gallego, Catherine Miranda
 M Guadalupe, Phoenix, Tempe
- DISTRICT 28**
 S Adam Driggs
 R Kate Brophy McGee, Eric Meyer
 M Paradise Valley, Phoenix, Scottsdale
- DISTRICT 29**
 S Steve Gallardo
 R Lydia Hernandez, Martin Quezada
 M El Mirage, Glendale, Phoenix
- DISTRICT 30**
 S Robert Meza
 R Jonathan Larkin, Debbie McCune Davis
 M Glendale, Phoenix



League of Arizona
 Cities AND Towns
 WWW.AZLEAGUE.ORG

QUESTIONS?
 CALL 602-258-5786

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Michelle D'Andrea, City Attorney
Co-Submitter: Mark Landsiedel
Date: 12/13/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Approval of Contract: Settlement Agreement with American Contractor Indemnity Company to resolve CV2013-006314.

RECOMMENDED ACTION:

Approve settlement of the litigation regarding the landscape bond for the Presidio in the Pines subdivision in the amount of 1.8 million dollars. All other terms of the settlement to be approved by the City Attorney.

Policy Decision or Reason for Action:

The City of Flagstaff brought suit against American Contractor Indemnity Company to enforce the landscape bond for the Presidio in the Pines subdivision. The parties have reached an agreement to settle this matter for 1.8 million dollars. The value of the bond was \$1,390,099.12.

Financial Impact:

Approval of this settlement agreement will allow the City reimbursement for its out-of-pocket attorney's fees.

Connection to Council Goal:

1. Retain, expand, and diversify economic base
2. Effective governance.

Has There Been Previous Council Decision on This:

There have been executive-session discussions to provide legal advice and to give direction to the City's attorneys.

Options and Alternatives:

The offer may be accepted, or litigation may continue.

Community Involvement:

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brian Grube, Recreation Services Director
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Approval of Contract of Purchase Through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Agreement: Zamboni Model 546 Ice Resurfacer, with accessories.

RECOMMENDED ACTION:

Approve the purchase of a Zamboni Model 546 Ice Resurfacer, with accessories in the amount of \$100,805.28, plus applicable taxes, through the NJPA cooperative agreement with the state of Minnesota Contract #022113-FZC.

Policy Decision or Reason for Action:

The reason for the action is the City's need to replace older and unreliable equipment with newer more efficient equipment that will allow the Recreation Section to maintain and enhance its current level of service.

Financial Impact:

- The Zamboni will be paid within the FY14 budget cycle. The source of these funds will be from the Fleet Catastrophic Fund account number 001-06-154-0557-3-4401 with a FY2014 Budget of \$1,697,340.
- This fund will be replenished in FY15 with the General Fund Fleet Capital allocation that is currently projected to be \$757,000.
- The purchase of one (1) Zamboni Model 546 Ice Resurfacer is \$100,805.28.

Connection to Council Goal:

Fund existing and consider expanded recreational services

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Option A: Accept the Cooperative Agreement with National Joint Powers Alliance contract number 022113-FZC that was formally solicited through the State of Minnesota for the bid amount of \$100,805.28.

Option B: Conduct competitive bid process.

Option C: Continue to rely on the existing emergency back up ice resurfacer

Background/History:

Within the Recreation Services fleet, we currently have two Zamboni ice resurfacers. In 2009 the Fleet Committee approved the purchase of a new ice resurfacer but as a result of budget reductions that purchase was deferred to a future date. In September of FY14, the Fleet Committee again approved the requisition of a new ice resurfacer. In October of FY14, the Budget Committee also approved the expense.

The oldest ice resurfacer is 30 years old (1983) and has a life to date cost of \$15,850.00. This piece of equipment acts as an emergency back up to the primary ice resurfacer. This machine has some significant challenges, as parts are no longer available for this model and some key mechanical systems no longer function and are not repairable. The sole purpose of this ice resurfacer is to function as an "emergency only" back up to the primary machine. If used for an extended period of time the quality of the ice would degrade significantly as the machine is very limited in its abilities. There is minimal trade in value for this machine and our recommendation would be to keep the machine and utilize any parts from it that may benefit the current primary ice resurfacer.

The current primary ice resurfacer is 17 years old (1995) and has a life to date cost of \$83,410.78. This Zamboni requires a great deal of continuous maintenance in order to function as the primary machine. This piece of equipment is on its fourth engine and is in use 7 days a week 50 weeks out of the year. In order for us to address this consistent use, Fleet Maintenance conducts repairs on a regular basis. It is our intention to move this ice resurfacer into the emergency back up position while putting the new machine into use as the new primary piece of equipment. This would be an ideal scenario as the current primary ice resurfacer is 100% functional and could operate for extended periods of time while preventative maintenance is conducted on the new piece of equipment. This would happen without a decrease in service levels and will also give Fleet Maintenance the proper time in which to implement a thorough preventative maintenance program that will help ensure we have full functioning ice resurfacing for the next 20 plus years.

The timing of this purchase is unique as it requires 8 months to build and deliver a new Zamboni Ice Resurfacer. Once approved this machine will be delivered in May of 2013 if we place the order before 2014. After this date the delivery will be moved to July or August of 2014. Our goal is to have the new Zamboni delivered in the current fiscal year to simplify the process.

Key Considerations:

When preparing to purchase a new ice resurfacer, staff became aware of a cooperative agreement through the state of Minnesota that could be used for the purchase. The state of Minnesota conducted formal solicitation for bids to purchase ice resurfacers and the process included the Frank J. Zamboni & Co, Inc.

The warranty of the equipment is for twenty four (24) months or 2,000 hours and would cover parts replacement only.

The City of Flagstaff has a long working relationship with the Zamboni Company for over 20 years and currently has two of their ice resurfacers in our fleet. Fleet maintenance is also very familiar with this piece of equipment and has a long and positive working relationship with the Zamboni Company.

Zamboni has always been responsive to our needs, and have been partners in trouble shooting issues and in locating hard to find parts for our current inventory.

Expanded Financial Considerations:

FRANK J. ZAMBONI & CO., INC.

15714 Colorado Avenue
Paramount, CA 90723-0770
Phone (562) 633-0751
Fax (562) 633-9365
www.zamboni.com

November 14, 2013

Brian Grube
City of Flagstaff
Parks & Rec Dept.
211 West Aspen Ave.
Flagstaff, AZ 86001

PROPOSAL

MODEL: Zamboni 546

QUANTITY: One (1)

CAPACITY: Full Size

- Snow Tank
100 cubic feet (actual volume)
120 cubic feet (compacted)
- Ice Making Water Tank
Constructed of High Density Polyethylene
200 U.S. gallons
Wash Water System (optional)
Constructed of High Density Polyethylene
82 U.S. gallons
Total Water Capacity
282 U.S. gallons

ENGINE: Kubota 1.6 Litre

- Four cylinder, 57 HP, 16 valve double overhead cam, 88 ft. lbs of torque, hydraulic valve lifters, liquid cooled
- Timing belt with automatic belt tensioners, 5 main bearings, full-flow oil filter system for long life and ease of maintenance
- Advanced electronic ignition system
- Meets or exceeds CARB/EPA 2012 standards
- Fuel choices LPG or Gasoline
- Load sensing electronic governor enables true "hands-free" engine operation by driver
- On-board engine diagnostic system with fault code readout via dash lamp or diagnostic computer

ZAMBONI

TRANSMISSION: Sauer-Danfoss Hydrostatic Pump and Motor

- Continuously variable pump and motor and axial piston-type and offer volumetric efficiencies as high as 95%.
- Maximum drawbar pull even at low speeds and full hydrodynamic braking.
- Allows the use of a smaller and more efficient engine while still providing superior on-ice power.
- Hydrostat enables the conveyor augers to operate at full speed, regardless of vehicle speed, even when slowing for corners.

DRIVETRAIN:

Dana/Spicer Axles

Model 44 Front-rated 4,300 lb.
Model 60 Rear-rated 6,400 lb.

- Rear axle is a rigid full-float design
- Because the 546 uses Spicer/Dana axles that are optimized for our chassis, we offer the industry's highest manufacturer approved axle capacities.
- Our chassis/axle combination is the key to the Zamboni 546 having a turning radius of 16 feet. This is a full 3 feet tighter than most other machines.

Hub City Transfer Case

- Rugged cast iron housing for rigid gear and bearing support. Heat-treated alloy steel gears are helical cut for greater strength and lower noise.
- Hydrostatic motor is wet-mounted to housing for long shaft life.

Chassis

- 2" X 5" structural steel tubing for high strength and long service.

HYDRAULICS: Sauer-Danfoss Turolla Pump and Permco Motors

- High efficiency gear type double pump has separate pump sections for vertical and horizontal augers for the best conveyor performance in the industry. Priority flow divider provides steering circuit.
- Pump is directly mounted to the engine for trouble free service. No belts or pulleys.
- Motors are high efficiency gear-type with cast-iron bodies and case drain.

HYDRAULICS:

- Hydrostatic transmission features loop flushing which provides fresh fluid from tank to hydrostat for enhanced performance and cooler operating temperature.

Filtration and Tank

- Two hydraulic filters (1) 20 micron return line and (1) 10 micron hydrostatic charge loop, ensure a clean environment for all hydraulic components.
- Large 21-gallon tank enhances hydraulic fluid travel to rid the oil of entrapped air and increase heat dissipation.

SNOW TANK AND AUGERS

- Large snow capacity and a tank design that provides all areas of the tank to be completely filled, even the top rear corners.
- The 546's snow tank incorporates a smooth bottom and sides, allowing for the snow to slide out with the least amount of residue and at a much lower height.
- Both 10-inch large diameter augers are double-flighted to ensure good performance even during heavy shaving and the augers are teflon coated for durability.

CONDITIONER:

- Zamboni Ice Resurfacers have a well-deserved reputation for producing the finest sheet of ice, even after many years of being in use.
- A unique and patented design of spring and hydraulic down pressure is used for superior shaving results.
- Performance will continue for the life of the machine by using replaceable bushings and springs.

HUMAN

ENGINEERING:

- The operation of the 546 is very simple. The operator sets the engine speed with the "hands-free" governor and drives the machine with a foot control. However, unlike an automotive transmission, the 546 will provide full power and speed to the augers at all times, even while slowing for corners. And the 546 will ensure the snow tank is compacted and completely filled.
- Speed is controlled by the single foot pedal equipped with a "dead-man" safety feature to dynamically brake the vehicle to a stop if the operator's foot leaves the pedal.
- Operator compartment ergonomically designed including steering wheel with a spinner knob.

HUMAN

ENGINEERING:

- Engine and hydraulic compartment is easily accessed through both side doors for daily maintenance checks, even with the snow tank down.
- Wiring and looms are well routed and protected. Wires are individually labelled for easier service and trouble-shooting.

FACILITY

ENGINEERING:

- Zamboni Ice Resurfacers offer unparalleled shaving and snow conveyor performance. A quality sheet of ice is among an arena's primary selling features.
- Zamboni has the tightest turning radius in the industry, enabling operators to resurface deeper into their corners.
- The snow tank on the 546 is designed in an enlarged package with a flat bottom and sides. This gives the 546 a low front-dumping height. This is important for both dumping indoors as well as outdoors in adverse conditions.
- Our unique engine and hydrostatic transmission enables the 546 to use a smaller, more efficient engine and can provide significant fuel savings.
- Industry Reports have recommended that arena ventilation be determined by horsepower of the ice resurfacer, which is over half of larger engines used in the competitor's machine. This can translate to considerable energy and facility savings.

MANUFACTURER'S

STATEMENT:

The 546 is proudly designed and manufactured by Frank J. Zamboni & Co., Inc., in the United States of America.

WARRANTY:

Twenty four (24) months or 2,000 hours, parts replacement only.

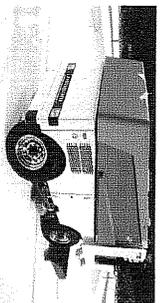
SAFETY STANDARDS:

The 546 is engineered to meet or exceed O.S.H.A. and A.N.S.I. safety labelling requirements.



ZAMBONI®
Nothing else is even close

The Ultimate Machine



Over 60 years ago, Frank Zamboni set out to create the first ice resurfacer for his own ice rink.

Trusted & proven performers, Zamboni® ice resurfacers bring unequalled quality & superior value to the rink every day.

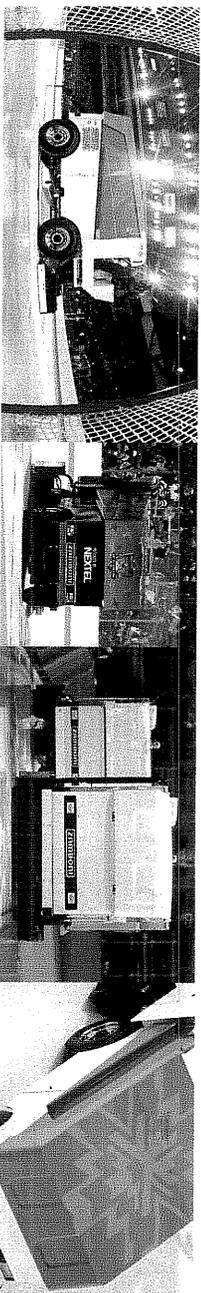
In the early 1940's, Frank Zamboni saw the need for a machine to quickly produce an attractive sheet of ice at his rink in Southern California.

Through his experiments and persistence, the Zamboni ice resurfacer was invented. The machine he developed for his own facility was soon recognized as being indispensable for an efficient operation and has had a tremendous impact on skating and ice sports. Zamboni ice resurfacers continue as the overwhelming choice of arena operators throughout the world... Frank Zamboni's belief in ongoing product improvement and innovation lives on today in the company he founded.

The employees of Zamboni honor the spirit of Frank Zamboni by closely examining every detail on the Zamboni ice resurfacer and then putting it to the test. There is no part on this machine which has not faced the challenge:

"How can we make it better?" Most companies may think that this commitment to detail is unnecessary, but we know that it is this "innovative spirit" that made Frank Zamboni what he was then... and makes Zamboni what it is now:

The maker of the world's leading ice resurfacing machine. Nothing else is even close.

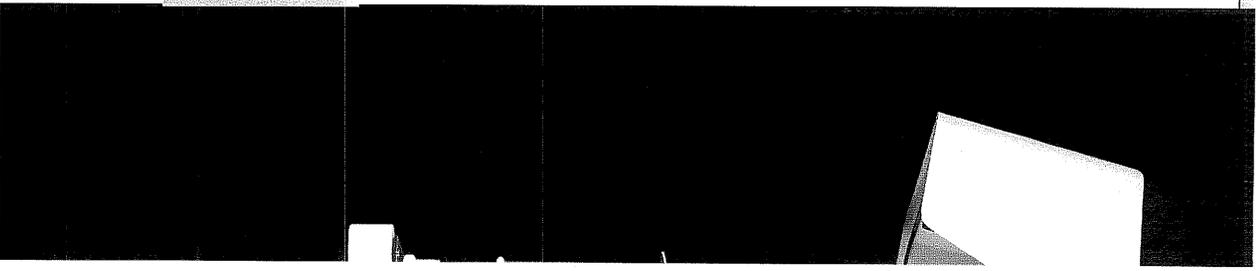


Proven Value

The highest residual value speaks to Zamboni's construction and durability. The industry's lowest cost of operation reflects Zamboni's superior design and execution.

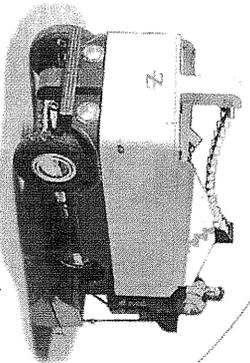
Tough materials and fabrication. Strong and hardy components. Efficient and powerful engines, motors and pumps. Zamboni remains the overwhelming choice for professional, private and municipal ice rink operators throughout the world.

Uncompromising and Unparalleled

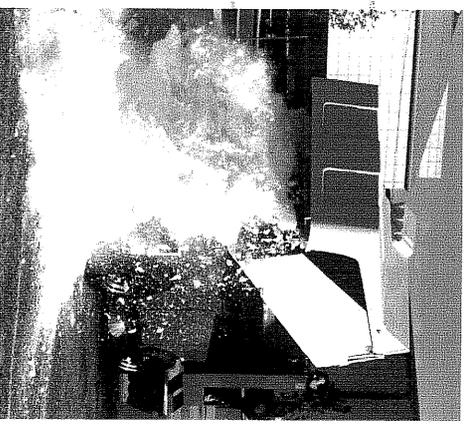


The Evolution of a Dream

Zamboni ice resurfacers have always offered unparalleled shaving and snow conveyor performance.

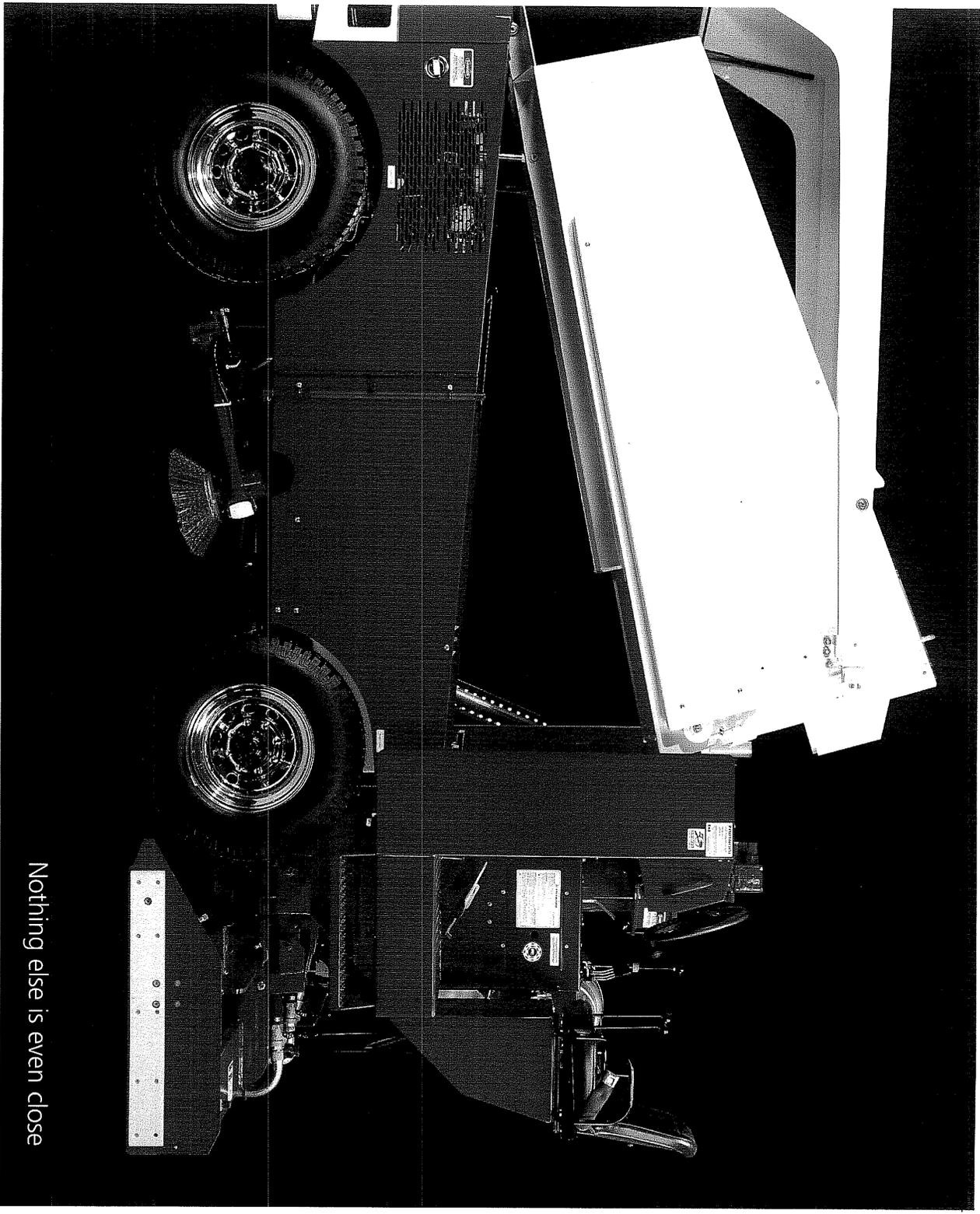


Zamboni's powerful conveyor system provides the industry's highest snow compaction.



Our Attention to Detail is Legendary

Nothing about the Zamboni ice resurfacer is taken for granted. No detail is overlooked, which is why Zamboni remains the overwhelming industry leader.



Nothing else is even close

Proven Reliability

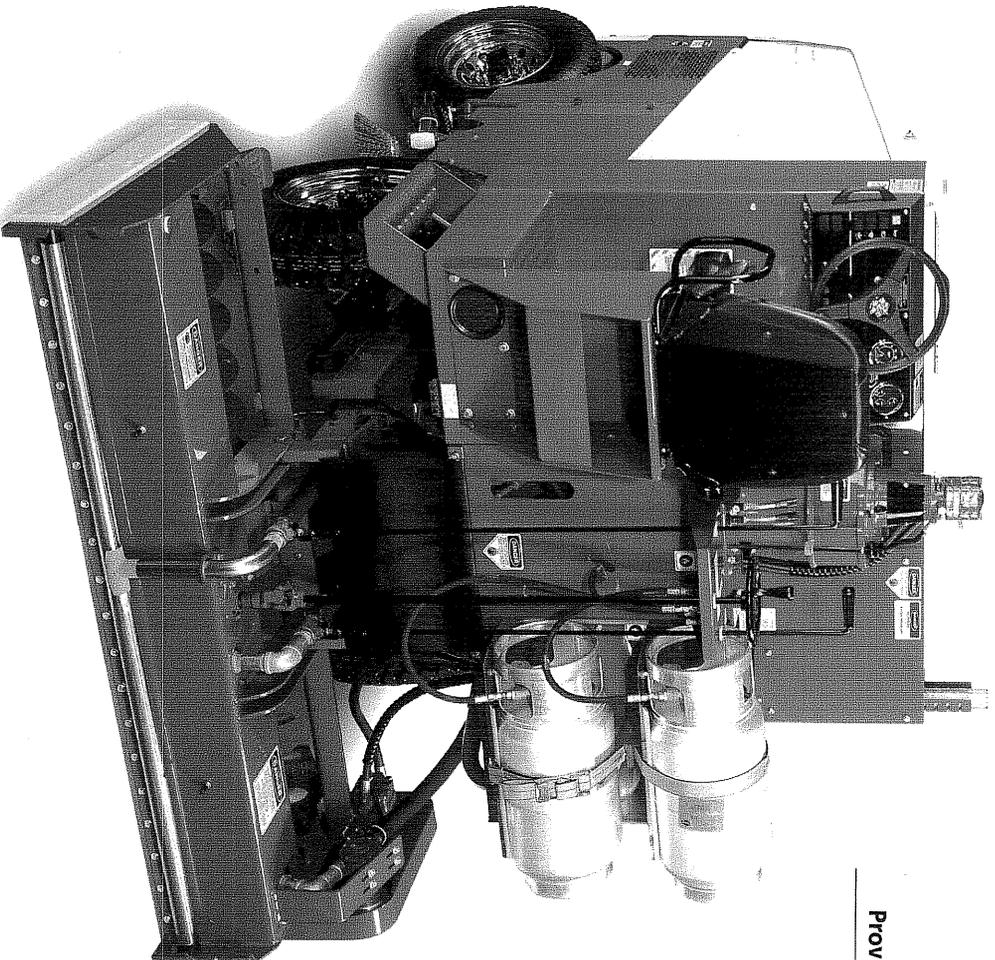
Operating an ice resurfacer in a busy single or double rink is a tough job in a harsh environment. Hourly cold starting cycles often extend for 18 hours and can severely test any equipment. Zamboni ice resurfacers meet this challenge every day. Our network of dealers around the globe stands ready to provide timely, excellent support.

"The principal product you have to sell is the ice itself."

- Frank Zamboni

ZAMBONI®

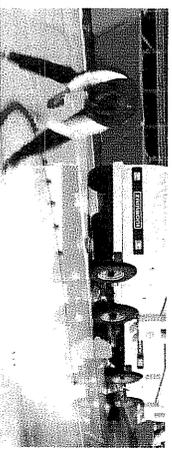
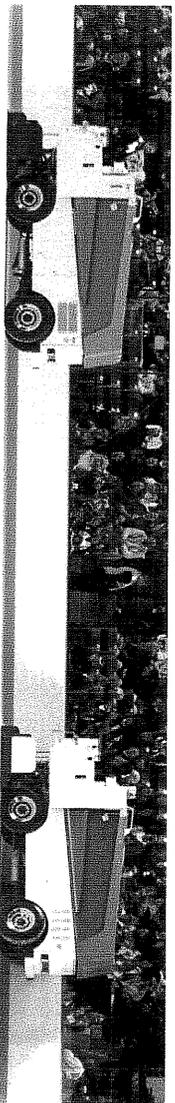




Proven Performance

Knowledgeable arena operators know that a quality sheet of ice is an arena's primary selling feature. Successful operators choose Zamboni ice resurfacing machines because they know Zamboni is the only real choice for unparalleled shaving and snow conveyor performance. Every feature on the 500 Series is deliberately designed to make ice resurfacing easier and to ensure that the result is always a *perfect sheet of ice*.

Frank Zamboni wouldn't have wanted it any other way.



This brochure has been prepared only as a general guide for the customer. Every effort has been made to assure that the information is correct at the time of printing. Some features described may be optional at extra cost and prices, colors, materials, specifications and models are subject to change. Some options are required in combination with other options. ZAMBONI and the configuration of the Zamboni® ice resurfacing machine are registered trademarks of Frank J. Zamboni & Co., Inc. © Zamboni 2013

ZAMBONI®

Nothing else is even close

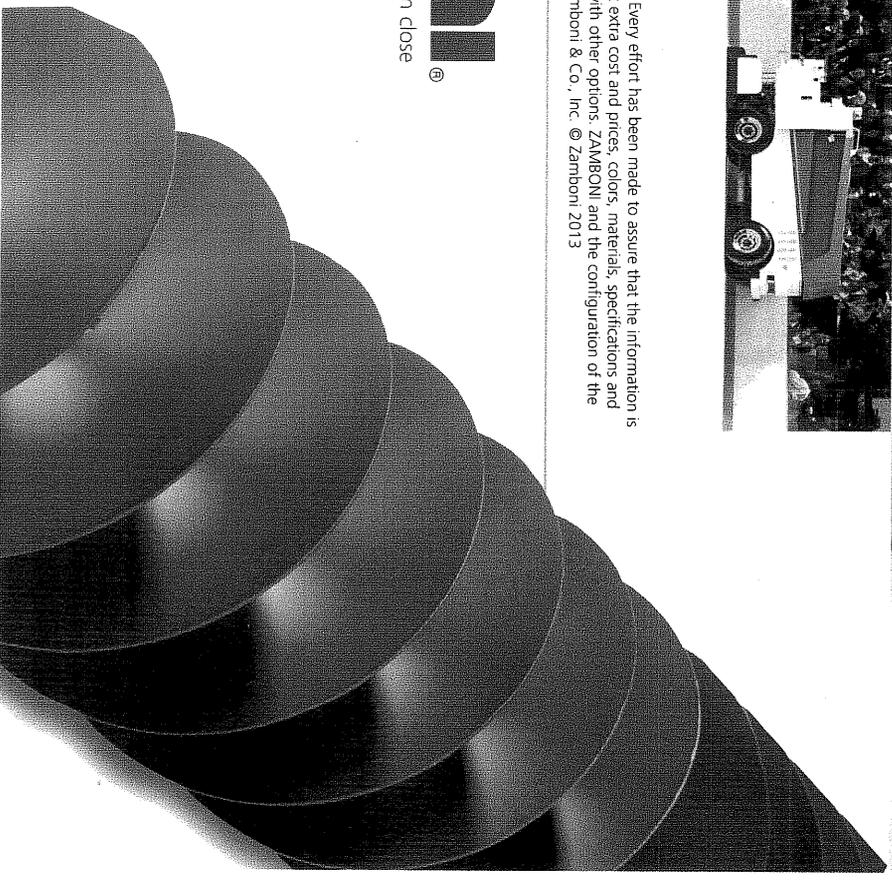
Zamboni USA

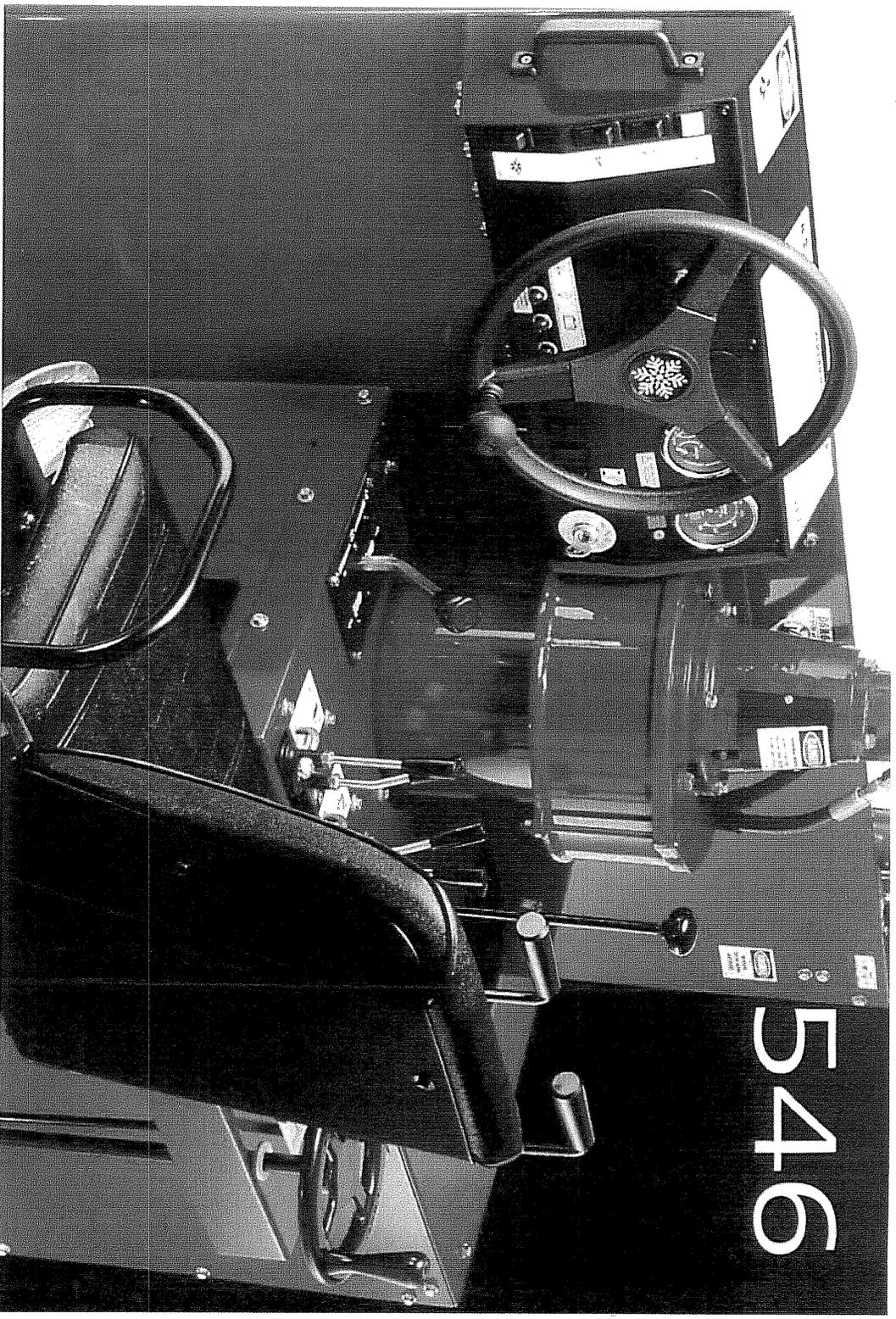
Frank J. Zamboni & Co., Inc.
15714 Colorado Ave., Paramount, CA USA 90723-4211
Phone (562) 633-0751 Fax (562) 633-9365

Zamboni Canada / Europe

Zamboni Company Ltd.
38 Morton Ave. East, Box 1388, Brantford, ON Canada N3T 5T6
Phone (519) 758-5000 Fax (519) 758-0500

www.zamboni.com





546

Discover why Zamboni is the overwhelming choice

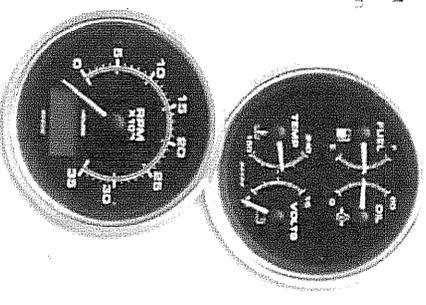
for ice rink operators throughout the world.

The 546 is simple to drive and very easy to operate.

The ergonomically designed operator's compartment has controls and gauges placed for ease of operation and optimal visibility during the resurfacing process. Operation of the machine is made easier with an electronic governor and familiar automobile-style roof controls.

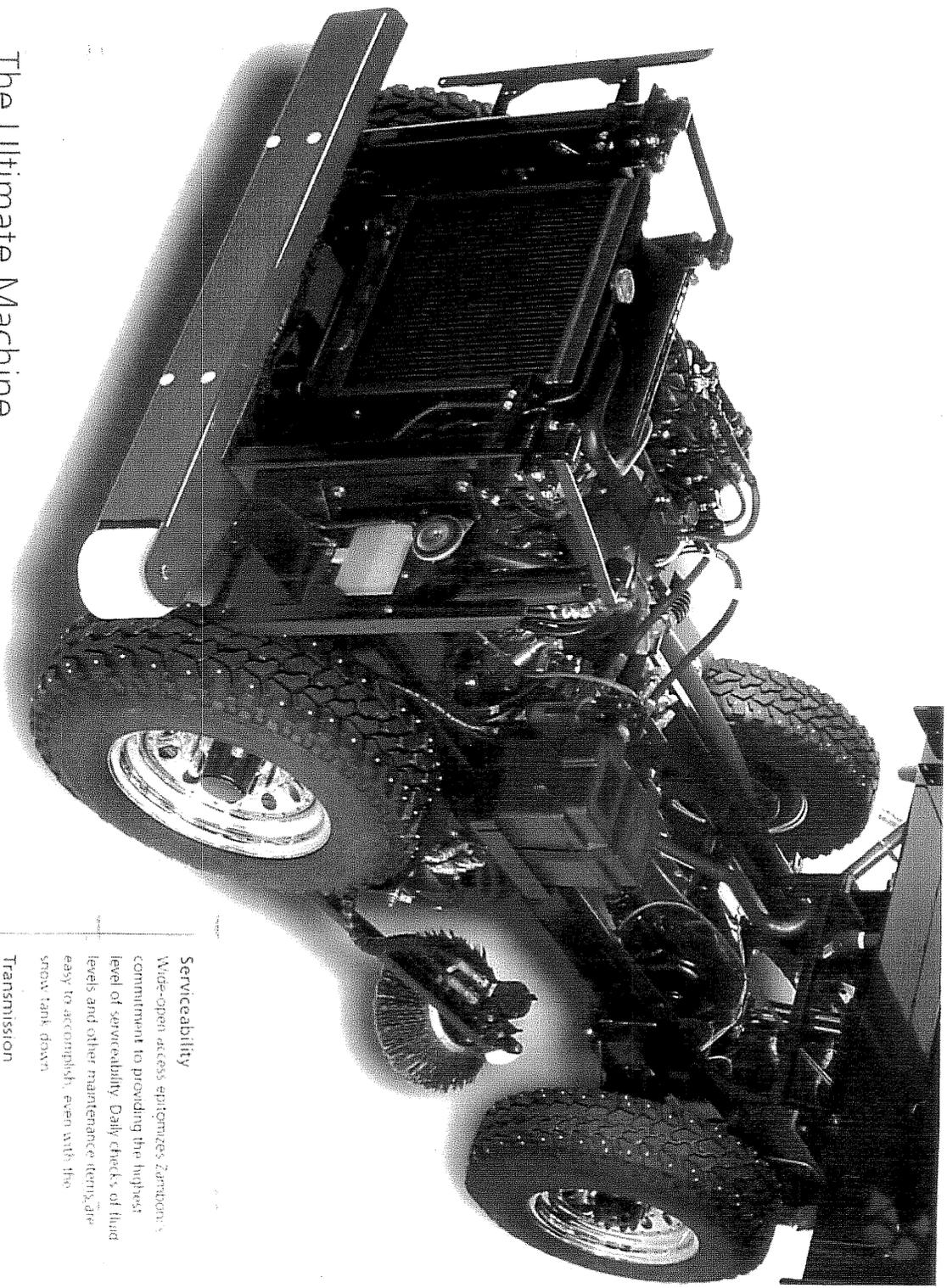
The hydrostatic transmission offers unmatched power at any speed. The smaller, more efficient engine consumes less fuel and provides a cleaner, more efficient operation.

The 546 has it all... reliability, performance and handling.



ZAMBONI[®]

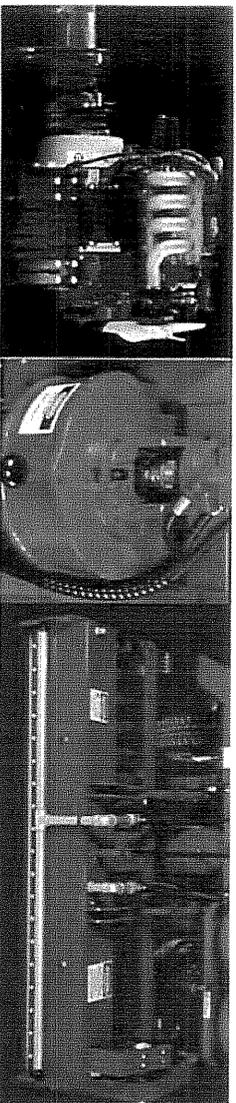
Nothing else is even close.



The Ultimate Machine

Our engine and hydrostatic transmission enable the 546 to use a smaller, more efficient engine which provides significant fuel savings.

Zamboni ice resurfacers have a well-deserved reputation for producing the finest sheet of ice using our unique down pressure system.



ZAMBONI®

Zamboni USA

Frank J. Zamboni & Co., Inc.
15714 Colorado Ave., Paramount, CA USA 90723-4277
Phone: (562) 633-0751 Fax: (562) 633-9365

Zamboni Canada

Zamboni Company Ltd.
38 Morton Ave. East, Box 1388, Bramford, ON Canada N3T 5T6
Phone: (519) 758-5000 Fax: (519) 758-0500

Zamboni Europe

www.zamboni.com

Serviceability

Wide-open access epitomizes Zamboni's commitment to providing the highest level of serviceability. Daily checks of fluid levels and other maintenance items are easy to accomplish, even with the snow tank down.

Transmission

Continuously variable hydrostatic pump and motor are axial-piston type. Provides superior torque power with maximum diameter pull even at low speeds. Full hydro-dynamic braking.

Drivetrain

Four wheel drive. Rugged Dana Spicer® axles offer the industry's highest manufacturers approved capacities. Front: 4300 lbs. (1950 kg) Rear: 6400 lbs. (2903 kg)

Hydraulics

Powerful double pump for the vertical and horizontal augers delivers strong conveyor performance. Hydraulic down pressure provides superior shaving results. Direct shaft driven "paddy-back" mount for trouble-free service. High quality 10 and 20 micron filters are easy to access.

Construction

Strong 2" x 5" air-welded steel tubing. Zamboni chassis. Chassis/axle combination is the key to the 546 having a 16' turning radius - a full 3" tighter than most other machines. High quality primer used throughout. Rust-free polyethylene ice making water tank with easy access cover is standard.

Available in the U.S. through the Zamboni Service Group, a division of the Zamboni Company, Ltd. Zamboni is a registered trademark of Zamboni Company, Ltd.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Andy Wagemaker, Revenue Director
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE:

Public Hearing and Consideration / Adoption of Resolution No. 2013-33 and Ordinance No. 2013-26: A resolution of the City Council of the City of Flagstaff, Arizona declaring that certain document known as "The 2013 City Tax Code Amendments" as a Public Record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 3, *Business Regulations*, Chapter 3-05, *Privilege and Excise Taxes*, by adopting "The 2013 City Tax Code Amendments" as set forth in that public record on file with the City Clerk; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing effective dates.

RECOMMENDED ACTION:

- 1) Hold Public Hearing
- 2) Read Resolution No. 2013-33 by title only
- 3) City Clerk reads Resolution No. 2013-33 by title only (if approved above)
- 4) Read Ordinance No. 2013-26 by title only for the first time
- 5) City Clerk reads Ordinance No. 2013-26 by title only for the first time (if approved above)
- At the January 7, 2014, Council Meeting:
- 6) Adopt Resolution No. 2013-33
- 7) Read Ordinance No. 2013-26 by title only for the final time
- 8) City Clerk reads Ordinance No. 2013-26 by title only (if approved above)
- 9) Adopt Ordinance No. 2013-26

Policy Decision or Reason for Action:

The Model City Tax Code is the City of Flagstaff's guiding tax document. The Model City Tax Code has been updated by the Model City Tax Code Commission to conform with new laws adopted by the state legislature and to improve uniformity with state transaction privilege tax laws. No new taxes are being imposed by the City. Several new tax exemptions are being adopted. Many of the changes to the Model City Tax Code are retroactive and are already recognized by the City.

When changes are made to the Model City Tax Code, the City is required to align the City Code with the Model City Tax Code. In addition, by adopting the proposed ordinance, the City is doing its part to help in the Governor's Transaction Privilege Task Force's efforts to make the Model City Tax Code more uniform. Subsidiary Decisions Points: None.

Financial Impact:

The loss in revenue for the new Commercial Property Rental exemption was anticipated during the FY14 budget process and estimated at approximately \$172,000 (\$100,000 general fund, \$72,000 transportation funds) total. This reduction in revenue was planned and incorporated into the FY14 budget approved by Council. It is anticipated that other changes will have a minimal effect, if any, on City transaction privilege tax revenues.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

- 1) Adopt the proposed ordinance. If the City adopts the proposed ordinance, the City of Flagstaff will incorporate the most recent changes to the Model City Tax Code into the City Code.
- 2) Do not adopt the proposed ordinance. If the City chooses to not adopt the proposed ordinance, the most recent changes to the Model City Tax Code will not be incorporated into the City Code. City staff will abide by the most recent changes to the Model City Tax Code; however, but the City Code will not be uniform to the Model City Tax Code

Background/History:

Model City Tax Code

In 1987 the City of Flagstaff and other Arizona cities and towns adopted the Model City Tax Code. The Model City Tax Code enables businesses to be taxed uniformly. Cities have the option of establishing the rate (%) of tax applied to taxable income, and there are model and local options under the Model City Tax Code which cities may adopt. The City's base tax rate is currently 1.721% and there is an additional voter approved 2% BBB tax levied on the restaurant/bar and the hotel/motel classifications.

The City of Flagstaff is required to adopt all changes to the Model City Tax Code issued by the Municipal Tax Code Commission.

Municipal Tax Code Commission Proposed City Tax Code Changes

The attached ordinance contains the approved changes from the past four Municipal Tax Code Commission meetings. The changes fall into 3 broad categories:

- 1) Statutory changes passed by the state legislature during the last legislative session;
- 2) Municipal Tax Code Commission changes approved as part of the transaction privilege tax simplification effort;
- 3) Miscellaneous cleanup changes (grammar, spelling, numbering, verbiage, etc.).

The changes to the Model City Tax Code are noted in the proposed ordinance document. Below are three major changes that are included in this update.

- Food for Home Consumption: In general terms, this tax is called the grocery tax. Prior to the current code changes, this item was a separate option, Model Option 2. This option was contained within the retail sales tax category. With the change, cities may now levy a tax on the specific category of food for home consumption. The City does not currently tax food for home consumption transactions, therefore, the rate for this category will be set at 0%.

- Wastewater Services: Prior to the current code changes, this item was a separate “green sheet” tax item because it was not contained in a specific tax classification within the Model City Tax Code. It was only levied by a few Arizona cities that requested the green sheet item. As part of the tax code simplification process of 2013, this category was added as an entirely new category. With the change, cities may now levy a tax on the specific category of wastewater services and not maintain a green sheet item. The City does not currently tax wastewater services, therefore, the rate for this category will be set at 0%.

- Commercial Property Rental Exemption: Prior to the current code changes, municipalities taxed Commercial Property Rental transactions between two legally different entities, except affiliated corporations. As part of the 2013 legislative session, lawmakers exempted all transactions between two legally different entities that had the same common ownership.

Model Option 14B Proposed City Tax Code Change

In addition to the changes proposed through the Municipal Tax Code Commission, staff also recommends un-electing Model Option 14B. In 1988, the City of Flagstaff adopted Model City Tax Code Model Option 14B, which reduces criminal penalties in the tax code from a Class One Misdemeanor to a Petty Offense. Staff proposes removing this option and using the standard language of the Model City Tax Code, imposing a Class One Misdemeanor.

The change is requested for two reasons: tax code simplification and alignment with other city codes.

- Tax Code Simplification: As noted in previous memos, council meetings, and general discussions, the state is currently undergoing a tax code simplification process. Staff's proposal is one more step to help simplify the Model City Tax Code. There are currently only 4 municipalities (out of 91) within Arizona that have elected Model Option 14B. Adopting the standard language of the Model City Tax Code will help align the City's code with other cities in Arizona.

- Alignment with Other City Codes: When the City adopted the Model City Tax Code in 1988, the City adopted a model option for criminal penalty for tax code violations that places the language in Section 3-05-005-0580 (b) as “reserved” and adopted a regulation which includes a tax exemption form which notifies taxpayers that fraudulently claiming a tax exemption is a petty offense. The intent of the language “reserved” as explained in notes to the Model City Tax Code is to establish tax code violations as a petty offense. However, the notes are not considered a part of the Model City Tax Code. Therefore, this intent is not expressly stated in the language of the above referenced City Tax Code Section. In 1989 the City adopted the general penalty clause found in Section 1-04-001-0001 of the City Code. The City Tax Code is part of the City Code and therefore the general penalty clause applies to tax code violations when there is no explicit language for penalty in the tax code. The City Prosecutor's Office currently cites tax code violations as misdemeanors.

Key Considerations:

The City of Flagstaff and other Cities in the State of Arizona abide by the rules and regulations found in the Model City Tax Code. If the City chose not to adopt the ordinance, the City Code would not mirror the revised Model City Tax Code.

Expanded Financial Considerations:

None.

Community Involvement:

RESOLUTION NO. 2013-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA, DECLARING THAT CERTAIN DOCUMENT KNOWN AS "THE 2013
CITY TAX CODE AMENDMENTS" AS A PUBLIC RECORD, AND PROVIDING
FOR AN EFFECTIVE DATE**

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802, a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full.

ENACTMENTS:

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

SECTION 1.

That certain document known as "The 2013 City Tax Code Amendments" attached hereto as Exhibit A is hereby declared to be a public record, and three (3) copies shall remain on file with the City Clerk.

SECTION 2.

This resolution shall be effective thirty (30) days following adoption by the City Council.

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'
2013 CITY TAX CODE AMENDMENTS

The Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, *Privilege and Excise Taxes*, is hereby amended by amending those divisions and sections as of the effective dates as set forth below (deletions shown as stricken, additions shown as capitalized text, existing omitted text shown as "****"):

Section 1: The following changes shall be effective from and after September 1, 2004:

DIVISION 3-05-004
PRIVILEGE TAXES

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SECTION 3-05-004-0450 RENTAL, LEASING, AND LICENSING FOR USE OF TANGIBLE PERSONAL PROPERTY:

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of leasing, licensing for use, or renting tangible personal property for a consideration, including that which is semi-permanently or permanently installed within the City as provided by Regulation.
- (b) Special provisions relating to long-term motor vehicle leases. A lease transaction involving a motor vehicle for a minimum period of twenty-four (24) months shall be considered to have occurred at the location of the motor vehicle dealership, rather than the location of the place of business of the lessor, even if the lessor's interest in the lease and its proceeds are sold, transferred, or otherwise assigned to a lease financing institution; provided further that the city or town where such motor vehicle dealership is located levies a Privilege Tax or an equivalent excise tax upon the transaction.
- (c) Gross income derived from the following transactions shall be exempt from Privilege Taxes imposed by this Section:
 - (1) rental, leasing, or licensing for use of tangible personal property to persons engaged or continuing in the business of leasing, licensing for use, or rental of such property.
 - (2) rental, leasing, or licensing for use of tangible personal property that is semi-permanently or permanently installed within another city or town that levies an equivalent excise tax on the transaction.
 - (3) rental, leasing, or licensing for use of film, tape, or slides to a theater or other person taxed under Section 3-05-004-0410, or to a radio station, television station, or subscription television system.
 - (4) rental, leasing, or licensing for use of the following:
 - (A) prosthetics.
 - (B) income-producing capital equipment.

(C) mining and metallurgical supplies.

These exemptions include the rental, leasing, or licensing for use of tangible personal property which, if it had been purchased instead of leased, rented, or licensed by the lessee or licensee, would qualify as income-producing capital equipment or mining and metallurgical supplies.

- (5) rental, leasing, or licensing for use of tangible personal property to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property so rented, leased, or licensed is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512 or rental, leasing, or licensing for use of tangible personal property in this State by a nonprofit charitable organization that has qualified under Section 501(c)(3) of the United States Internal Revenue Code and that engages in and uses such property exclusively for training, job placement or rehabilitation programs or testing for mentally or physically handicapped persons.
- (6) separately billed charges for delivery, installation, repair, and/or maintenance as provided by Regulation.
- (7) charges for joint pole usage by a person engaged in the business of providing or furnishing utility or telecommunication services to another person engaged in the business of providing or furnishing utility or telecommunication services.
- (8) the gross income from coin-operated washing, drying, and dry cleaning machines, or from coin-operated car washing machines. This exemption shall not apply to suppliers or distributors renting, leasing, or licensing for use of such equipment to persons engaged in the operation of coin-operated washing, drying, dry cleaning, or car washing establishments.
- (9) rental, leasing, or licensing of aircraft that would qualify as aircraft acquired for use outside the State, as prescribed by Regulation, if such rental, leasing, or licensing had been a sale.
- (10) Rental, leasing and licensing for use of an alternative fuel vehicle if such vehicle was manufactured as a diesel fuel vehicle and converted to operate on alternative fuel and equipment that is installed in a conventional diesel fuel motor vehicle to convert the vehicle to operate on an alternative fuel, as defined in A.R.S. Section 1-215.
- (11) rental, leasing, and licensing for use of solar energy devices, for taxable periods beginning from and after July 1, 2008. The lessor shall register with the department of revenue as a solar energy retailer. By registering, the lessor acknowledges that it will make its books and records relating to leases of solar energy devices available to the department of revenue and city, as applicable, for examination.
- (12) LEASING OR RENTING CERTIFIED IGNITION INTERLOCK DEVICES INSTALLED PURSUANT TO THE REQUIREMENTS PRESCRIBED BY A.R.S. SECTION 28-1461. FOR THE PURPOSES OF THIS PARAGRAPH,

"CERTIFIED IGNITION INTERLOCK DEVICE" HAS THE SAME MEANING PRESCRIBED IN A.R.S. SECTION 28-1301.

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Section 2: The following changes shall be effective from and after September 21, 2006:

**DIVISION 3-05-004
PRIVILEGE TAXES**

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SECTION 3-05-004-0425 JOB PRINTING:

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of job printing, which includes engraving of printing plates, embossing, copying, micrographics, and photo reproduction.
- (b) The tax imposed by this Section shall not apply to:
 - (1) job printing purchased for the purpose of resale by the purchaser in the form supplied by the job printer.
 - (2) out-of-City sales.
 - (3) out-of-State sales.
 - (4) job printing of newspapers, magazines, or other periodicals or publications for a person who is subject to the tax imposed by subsection 3-05-004-0435(a) or an equivalent excise tax; provided further that said person is properly licensed by the taxing jurisdiction at the location of publication.
 - (5) sales of job printing to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property sold is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.
 - (6) (Reserved)
 - (7) SALES OF POSTAGE AND FREIGHT EXCEPT THAT THE AMOUNT DEDUCTED SHALL NOT EXCEED THE ACTUAL POSTAGE AND FREIGHT EXPENSE THAT IS PAID TO THE UNITED STATES POSTAL SERVICE OR A COMMERCIAL DELIVERY SERVICE AND THAT IS SEPARATELY ITEMIZED BY THE TAXPAYER ON THE CUSTOMER'S INVOICE AND IN THE TAXPAYER'S RECORDS.

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Section 3: The following changes shall be effective from and after January 1, 2007:**DIVISION 3-05-001
GENERAL CONDITIONS AND DEFINITIONS****SECTION 3-05-001-0100 WORDS OF TENSE, NUMBER AND GENDER; CODE REFERENCES; AND GENERAL DEFINITIONS:**

For the purposes of this chapter, the following definitions apply:

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"Business" ~~means~~ ~~INCLUDES~~ all activities or acts, personal or corporate, engaged in ~~and~~ ~~OR~~ caused to be engaged in with the object of gain, benefit, or advantage, either directLY or indirectLY, but DOES not INCLUDE EITHER: casual activities or sales; OR THE TRANSFER OF ELECTRICITY FROM A SOLAR PHOTOVOLTAIC GENERATION SYSTEM TO AN ELECTRIC UTILITY DISTRIBUTION SYSTEM.

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**DIVISION 3-05-004
PRIVILEGE TAXES**

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SECTION 3-05-004-0480 UTILITY SERVICES:

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of producing, providing, or furnishing utility services, including electricity, electric lights, current, power, gas (natural or artificial), or water to:
- (1) consumers or ratepayers who reside within the City.
 - (2) consumers or ratepayers of this City, whether within the City or without, to the extent that this City provides such persons utility services, excluding consumers or ratepayers who are residents of another city or town which levies an equivalent excise tax upon this City for providing such utility services to such persons.
- (b) Exclusion of certain sales of natural gas to a public utility. Notwithstanding the provisions of subsection (a) above, the gross income derived from the sale of natural gas to a public utility for the purpose of generation of power to be transferred by the utility to its ratepayers shall be considered a retail sale of tangible personal property subject to Sections 3-05-004-0460 and 3-05-0400-0465, and not considered gross income taxable under this Section.
- (c) Resale utility services. Sales of utility services to another provider of the same utility services for the purpose of providing such utility services either to another properly licensed utility provider or directly to such purchaser's customers or ratepayers shall be exempt and deductible from the gross income subject to the tax imposed by this Section, provided that the purchaser is properly licensed by all applicable taxing jurisdictions to

engage or continue in the business of providing utility services, and further provided that the seller maintains proper documentation, in a manner similar to that for sales for resale, of such transactions.

- (d) (Reserved)
- (e) The tax imposed by this Section shall not apply to sales of utility services to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when sold for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.
- (f) The tax imposed by this Section shall not apply to sales of natural gas or liquefied petroleum gas used to propel a motor vehicle.
- (g) The tax imposed by this Section shall not apply to:
 - (1) revenues received by a municipally owned utility in the form of fees charged to persons constructing residential, commercial or industrial developments or connecting residential, commercial or industrial developments to a municipal utility system or systems if the fees are segregated and used only for capital expansion, system enlargement or debt service of the utility system or systems.
 - (2) revenues received by any person or persons owning a utility system in the form of reimbursement or contribution compensation for property and equipment installed to provide utility access to, on or across the land of an actual utility consumer if the property and equipment become the property of the utility. This exclusion shall not exceed the value of such property and equipment.
- (h) The tax imposed by this Section shall not apply to sales of alternative fuel as defined in A.R.S. § 1-215, to a used oil fuel burner who has received a Department of Environmental Quality permit to burn used oil or used oil fuel under A.R.S. § 49-426 or § 49-480.
- (I) THE TAX IMPOSED BY THIS SECTION SHALL NOT APPLY TO SALES OR OTHER TRANSFERS OF RENEWABLE ENERGY CREDITS OR ANY OTHER UNIT CREATED TO TRACK ENERGY DERIVED FROM RENEWABLE ENERGY RESOURCES. FOR THE PURPOSES OF THIS PARAGRAPH, "RENEWABLE ENERGY CREDIT" MEANS A UNIT CREATED ADMINISTRATIVELY BY THE CORPORATION COMMISSION OR GOVERNING BODY OF A PUBLIC POWER UTILITY TO TRACK KILOWATT HOURS OF ELECTRICITY DERIVED FROM A RENEWABLE ENERGY RESOURCE OR THE KILOWATT HOUR EQUIVALENT OF CONVENTIONAL ENERGY RESOURCES DISPLACED BY DISTRIBUTED RENEWABLE ENERGY RESOURCES.
- (J) THE TAX IMPOSED BY THIS SECTION SHALL NOT APPLY TO THE PORTION OF GROSS PROCEEDS OF SALES OR GROSS INCOME ATTRIBUTABLE TO TRANSFERS OF ELECTRICITY BY ANY RETAIL ELECTRIC CUSTOMER OWNING A SOLAR PHOTOVOLTAIC ENERGY GENERATING SYSTEM TO AN ELECTRIC DISTRIBUTION SYSTEM, IF THE ELECTRICITY TRANSFERRED IS GENERATED BY THE CUSTOMER'S SYSTEM.

Section 4: The following changes shall be effective from and after October 1, 2007:**DIVISION 3-05-001
GENERAL CONDITIONS AND DEFINITIONS****SECTION 3-05-001-0100 WORDS OF TENSE, NUMBER AND GENDER; CODE REFERENCES; AND GENERAL DEFINITIONS:**

For the purposes of this chapter, the following definitions apply:

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"Prosthetic" means any of the following tangible personal property if such items are prescribed or recommended by a licensed podiatrist, chiropractor, dentist, physician or surgeon, naturopath, optometrist, osteopathic physician or surgeon, psychologist, hearing aid dispenser, physician assistant, nurse practitioner or veterinarian:

- (1) any man-made device for support or replacement of a part of the body, or to increase acuity of one of the senses. Such items include: prescription eyeglasses; contact lenses; hearing aids; artificial limbs or teeth; neck, back, arm, leg, or similar braces.
- (2) insulin, insulin syringes, and glucose test strips sold with or without a prescription.
- (3) hospital beds, crutches, wheelchairs, similar home health aids, or corrective shoes.
- (4) drugs or medicine, including oxygen.
- (5) equipment used to generate, monitor, or provide health support systems, such as respiratory equipment, oxygen concentrator, dialysis machine.
- (6) durable medical equipment which has a federal health care financing administration common procedure code, is designated reimbursable by Medicare, can withstand repeated use, is primarily and customarily used to serve a medical purpose, is generally not useful to a person in the absence of illness or injury and is appropriate for use in the home.
- (7) ORTHODONTIC DEVICES DISPENSED BY A DENTAL PROFESSIONAL WHO IS LICENSED UNDER TITLE 32, CHAPTER 11 TO A PATIENT AS PART OF THE PRACTICE OF DENTISTRY.
- ~~(7)~~(8) under no circumstances shall "prosthetic" include medical marijuana regardless of whether it is sold or dispensed pursuant to a prescription, recommendation, or written certification by any authorized person. (Ord. No. 2011-21, Amended, 10/04/2011).

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**DIVISION 3-05-004
PRIVILEGE TAXES**

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SECTION 3-05-004-0460 RETAIL SALES; MEASURE OF TAX, BURDEN OF PROOF, EXCLUSIONS:

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of selling tangible personal property at retail.
- (b) The burden of proving that a sale of tangible personal property is not a taxable retail sale shall be upon the person who made the sale.
- (c) Exclusions. For the purposes of this Chapter, sales of tangible personal property shall not include:
 - (1) Sales of stocks, bonds, options, or other similar materials.
 - (2) Sales of lottery tickets or shares pursuant to Article I, Chapter 5, Title 5, Arizona Revised Statutes.
 - (3) Sales of platinum, bullion, or monetized bullion, except minted or manufactured coins transferred or acquired primarily for their numismatic value as prescribed by regulation.
 - (4) Gross income derived from the transfer of tangible personal property which is specifically included as the gross income of a business activity upon which another section of this Article imposes a tax, shall be considered gross income of that business activity, and are not includable as gross income subject to the tax imposed by this Section.
 - (5) Sales by professional or personal service occupations where such sales are inconsequential elements of the service provided.
 - (6) SALES OF CASH EQUIVALENTS. THE GROSS PROCEEDS OF SALES OR GROSS INCOME DERIVED FROM THE REDEMPTION OF ANY CASH EQUIVALENT BY THE HOLDER AS A MEANS OF PAYMENT FOR GOODS OR SERVICES THAT ARE TAXABLE UNDER THIS ARTICLE IS SUBJECT TO THE TAX. "CASH EQUIVALENTS" MEANS ITEMS OR INTANGIBLES, WHETHER OR NOT NEGOTIABLE, THAT ARE SOLD TO ONE OR MORE PERSONS, THROUGH WHICH A VALUE DENOMINATED IN MONEY IS PURCHASED IN ADVANCE AND MAY BE REDEEMED IN FULL OR IN PART FOR TANGIBLE PERSONAL PROPERTY, INTANGIBLES OR SERVICES. CASH EQUIVALENTS INCLUDE GIFT CARDS, STORED VALUE CARDS, GIFT CERTIFICATES, VOUCHERS, TRAVELER'S CHECKS, MONEY ORDERS OR OTHER INSTRUMENTS, ORDERS OR ELECTRONIC MECHANISMS, SUCH AS AN ELECTRONIC CODE, PERSONAL IDENTIFICATION NUMBER OR DIGITAL PAYMENT MECHANISM, OR ANY OTHER PREPAID INTANGIBLE RIGHT TO ACQUIRE TANGIBLE PERSONAL PROPERTY, INTANGIBLES OR

SERVICES IN THE FUTURE, WHETHER FROM THE SELLER OF THE CASH EQUIVALENT OR FROM ANOTHER PERSON. CASH EQUIVALENTS DO NOT INCLUDE EITHER OF THE FOLLOWING:

- (A) ITEMS OR INTANGIBLES THAT ARE SOLD TO ONE OR MORE PERSONS, THROUGH WHICH A VALUE IS NOT DENOMINATED IN MONEY.
 - (B) PREPAID CALLING CARDS OR PREPAID AUTHORIZATION NUMBERS FOR TELECOMMUNICATIONS SERVICES MADE TAXABLE BY SUBSECTION (g) OF THIS SECTION.
- (d) Reserved.
- (e) When this City and another Arizona city or town with an equivalent excise tax could claim nexus for taxing a retail sale, the city or town where the permanent business location of the seller at which the order was received shall be deemed to have precedence, and for the purposes of this Chapter such city or town has sole and exclusive right to such tax.
- (f) The appropriate tax liability for any retail sale where the order is received at a permanent business location of the seller located in this City or in an Arizona city or town that levies an equivalent excise tax shall be at the tax rate of the city or town of such seller's location.
- (g) Retail sales of prepaid calling cards or prepaid authorization numbers for telecommunications services, including sales of reauthorization of a prepaid card or authorization number, are subject to tax under this Section.

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Section 5: The following changes to Section 3-05-004-0465 as shown in (mm) shall be effective from and after January 1, 2007; the changes as shown in (q), (x), (gg), (nn), (oo), (pp), (qq) and (rr) shall be effective from and after July 1, 2013:

**DIVISION 3-05-004
PRIVILEGE TAXES**

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SECTION 3-05-004-0465 RETAIL SALES; EXEMPTIONS:

Income derived from the following sources is exempt from the tax imposed by Section 3-05-004-0460:

- (a) sales of tangible personal property to a person regularly engaged in the business of selling such property.
- (b) out-of-City sales or out-of-State sales.
- (c) charges for delivery, installation, or other direct customer services as prescribed by Regulation.

- (d) charges for repair services as prescribed by Regulation, when separately charged and separately maintained in the books and records of the taxpayer.
- (e) sales of warranty, maintenance, and service contracts, when separately charged and separately maintained in the books and records of the taxpayer.
- (f) sales of prosthetics.
- (g) sales of income-producing capital equipment.
- (h) sales of rental equipment and rental supplies.
- (i) sales of mining and metallurgical supplies.
- (j) sales of motor vehicle fuel and use fuel which are subject to a tax imposed under the provisions of Article I or II, Chapter 16, Title 28, Arizona Revised Statutes; or sales of use fuel to a holder of a valid single trip use fuel tax permit issued under A.R.S. Section 28-5739, or sales of natural gas or liquefied petroleum gas used to propel a motor vehicle.
- (k) sales of tangible personal property to a construction contractor who holds a valid Privilege Tax License for engaging or continuing in the business of construction contracting where the tangible personal property sold is incorporated into any structure or improvement to real property as part of construction contracting activity.
- (l) sales of motor vehicles to nonresidents of this State for use outside this State if the vendor ships or delivers the motor vehicle to a destination outside this State.
- (m) sales of tangible personal property which directly enters into and becomes an ingredient or component part of a product sold in the regular course of the business of job printing, manufacturing, or publication of newspapers, magazines, or other periodicals. Tangible personal property which is consumed or used up in a manufacturing, job printing, publishing, or production process is not an ingredient nor component part of a product.
- (n) sales made directly to the Federal government to the extent of:
 - (1) one hundred percent (100%) of the gross income derived from retail sales made by a manufacturer, modifier, assembler, or repairer.
 - (2) fifty percent (50%) of the gross income derived from retail sales made by any other person.
- (o) sales to hotels, bars, restaurants, dining cars, lunchrooms, boarding houses, or similar establishments of articles consumed as food, drink, or condiment, whether simple, mixed, or compounded, where such articles are customarily prepared or served to patrons for consumption on or off the premises, where the purchaser is properly licensed and paying a tax under Section 3-05-004-0455 or the equivalent excise tax upon such income.
- (p) sales of tangible personal property to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property sold is for use in activities resulting in gross income from unrelated business income as that term is

defined in 26 U.S.C. Section 512 or sales of tangible personal property purchased in this State by a nonprofit charitable organization that has qualified under Section 501(c)(3) of the United States Internal Revenue Code and that engages in and uses such property exclusively for training, job placement or rehabilitation programs or testing for mentally or physically handicapped persons.

- (q) ~~sales of food for home consumption.~~ (RESERVED)
- (r) (Reserved)
 - (1) (Reserved)
 - (2) (Reserved)
 - (3) (Reserved)
 - (4) (Reserved)
- (s) sales of groundwater measuring devices required by A.R.S. Section 45-604.
- (t) (Reserved)
- (u) sales of aircraft acquired for use outside the State, as prescribed by Regulation.
- (v) sales of food products by producers as provided for by A.R.S. Sections 3-561, 3-562 and 3-563.
- (w) (Reserved)
- (x) ~~(Reserved)~~ SALES OF FOOD AND DRINK TO A PERSON WHO IS ENGAGED IN BUSINESS THAT IS CLASSIFIED UNDER THE RESTAURANT CLASSIFICATION AND THAT PROVIDES SUCH FOOD AND DRINK WITHOUT MONETARY CHARGE TO ITS EMPLOYEES FOR THEIR OWN CONSUMPTION ON THE PREMISES DURING SUCH EMPLOYEES' HOURS OF EMPLOYMENT.
- (y) (Reserved)
- (z) (Reserved)
- (aa) the sale of tangible personal property used in remediation contracting as defined in Section 3-05-100-0100 and Regulation 3-05-100.5.
- (bb) sales of materials that are purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public as follows:
 - (1) printed or photographic materials.
 - (2) electronic or digital media materials.
- (cc) sales of food, beverages, condiments and accessories used for serving food and beverages to a commercial airline, as defined in A.R.S. § 42-5061(A)(49), that serves

the food and beverages to its passengers, without additional charge, for consumption in flight. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.

- (dd) in computing the tax base in the case of the sale or transfer of wireless telecommunication equipment as an inducement to a customer to enter into or continue a contract for telecommunication services that are taxable under Section 3-05-004-0470, gross proceeds of sales or gross income does not include any sales commissions or other compensation received by the retailer as a result of the customer entering into or continuing a contract for the telecommunications services.
- (ee) for the purposes of this Section, a sale of wireless telecommunication equipment to a person who holds the equipment for sale or transfer to a customer as an inducement to enter into or continue a contract for telecommunication services that are taxable under Section 3-05-004-0470 is considered to be a sale for resale in the regular course of business.
- (ff) sales of alternative fuel as defined in A.R.S. § 1-215, to a used oil fuel burner who has received a Department of Environmental Quality permit to burn used oil or used oil fuel under A.R.S. § 49-426 or § 49-480.
- (gg) sales of food, beverages, condiments and accessories to a public educational entity, pursuant to any of the provisions of Title 15, Arizona Revised Statutes, INCLUDING A REGULARLY ORGANIZED PRIVATE OR PAROCHIAL SCHOOL THAT OFFERS AN EDUCATIONAL PROGRAM FOR GRADE TWELVE OR UNDER WHICH MAY BE ATTENDED IN SUBSTITUTION FOR A PUBLIC SCHOOL PURSUANT TO A.R.S. 15-802; to the extent such items are to be prepared or served to individuals for consumption on the premises of a public educational entity during school hours. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.
- (hh) sales of personal hygiene items to a person engaged in the business of and subject to tax under Section 3-05-004-0444 of this code if the tangible personal property is furnished without additional charge to and intended to be consumed by the person during his occupancy.
- (ii) for the purposes of this Section, the diversion of gas from a pipeline by a person engaged in the business of operating a natural or artificial gas pipeline, for the sole purpose of fueling compressor equipment to pressurize the pipeline, is not a sale of the gas to the operator of the pipeline.
- (jj) sales of food, beverages, condiments and accessories to a nonprofit charitable organization that has qualified as an exempt organization under 26 U.S.C Section 501(c)(3) and regularly serves meals to the needy and indigent on a continuing basis at no cost. For the purposes of this subsection, "accessories" means paper plates, plastic eating utensils, napkins, paper cups, drinking straws, paper sacks or other disposable containers, or other items which facilitate the consumption of the food.
- (kk) sales of motor vehicles that use alternative fuel if such vehicle was manufactured as a diesel fuel vehicle and converted to operate on alternative fuel and sales of equipment

that is installed in a conventional diesel fuel motor vehicle to convert the vehicle to operate on an alternative fuel, as defined in A.R.S. § 1-215.

- (II) sales of solar energy devices, for taxable periods beginning from and after July 1, 2008. The retailer shall register with the department of revenue as a solar energy retailer. By registering, the retailer acknowledges that it will make its books and records relating to sales of solar energy devices available to the department of revenue and city, as applicable, for examination. (Ord. 2009-16, Amended, June 16, 2009)
- (MM) SALES OR OTHER TRANSFERS OF RENEWABLE ENERGY CREDITS OR ANY OTHER UNIT CREATED TO TRACK ENERGY DERIVED FROM RENEWABLE ENERGY RESOURCES. FOR THE PURPOSES OF THIS PARAGRAPH, "RENEWABLE ENERGY CREDIT" MEANS A UNIT CREATED ADMINISTRATIVELY BY THE CORPORATION COMMISSION OR GOVERNING BODY OF A PUBLIC POWER UTILITY TO TRACK KILOWATT HOURS OF ELECTRICITY DERIVED FROM A RENEWABLE ENERGY RESOURCE OR THE KILOWATT HOUR EQUIVALENT OF CONVENTIONAL ENERGY RESOURCES DISPLACED BY DISTRIBUTED RENEWABLE ENERGY RESOURCES.
- (NN) SALES OF MAGAZINES OR OTHER PERIODICALS OR OTHER PUBLICATIONS BY THIS STATE TO ENCOURAGE TOURIST TRAVEL.
- (OO) SALES OF PAPER MACHINE CLOTHING, SUCH AS FORMING FABRICS AND DRYER FELTS, SOLD TO A PAPER MANUFACTURER AND DIRECTLY USED OR CONSUMED IN PAPER MANUFACTURING.
- (PP) SALES OF OVERHEAD MATERIALS OR OTHER TANGIBLE PERSONAL PROPERTY THAT IS USED IN PERFORMING A CONTRACT BETWEEN THE UNITED STATES GOVERNMENT AND A MANUFACTURER, MODIFIER, ASSEMBLER OR REPAIRER, INCLUDING PROPERTY USED IN PERFORMING A SUBCONTRACT WITH A GOVERNMENT CONTRACTOR WHO IS A MANUFACTURER, MODIFIER, ASSEMBLER OR REPAIRER, TO WHICH TITLE PASSES TO THE GOVERNMENT UNDER THE TERMS OF THE CONTRACT OR SUBCONTRACT.
- (QQ) SALES OF COAL, PETROLEUM, COKE, NATURAL GAS, VIRGIN FUEL OIL AND ELECTRICITY SOLD TO A QUALIFIED ENVIRONMENTAL TECHNOLOGY MANUFACTURER, PRODUCER OR PROCESSOR AS DEFINED IN A.R.S. SECTION 41-1514.02 AND DIRECTLY USED OR CONSUMED IN THE GENERATION OR PROVISION OF ON-SITE POWER OR ENERGY SOLELY FOR ENVIRONMENTAL TECHNOLOGY MANUFACTURING, PRODUCING OR PROCESSING OR ENVIRONMENTAL PROTECTION. THIS PARAGRAPH SHALL APPLY FOR TWENTY FULL CONSECUTIVE CALENDAR OR FISCAL YEARS FROM THE DATE THE FIRST PAPER MANUFACTURING MACHINE IS PLACED IN SERVICE. IN THE CASE OF AN ENVIRONMENTAL TECHNOLOGY MANUFACTURER, PRODUCER OR PROCESSOR WHO DOES NOT MANUFACTURE PAPER, THE TIME PERIOD SHALL BEGIN WITH THE DATE THE FIRST MANUFACTURING, PROCESSING OR PRODUCTION EQUIPMENT IS PLACED IN SERVICE.

(RR) SALES OR GROSS INCOME DERIVED FROM SALES OF MACHINERY, EQUIPMENT, MATERIALS AND OTHER TANGIBLE PERSONAL PROPERTY USED DIRECTLY AND PREDOMINANTLY TO CONSTRUCT A QUALIFIED ENVIRONMENTAL TECHNOLOGY MANUFACTURING, PRODUCING OR PROCESSING FACILITY AS DESCRIBED IN A.R.S. SECTION 41-1514.02. THIS SUBSECTION APPLIES FOR TEN FULL CONSECUTIVE CALENDAR OR FISCAL YEARS AFTER THE START OF INITIAL CONSTRUCTION.

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Section 6: The following changes shall be effective from and after July 1, 2013:

**DIVISION 3-05-001
GENERAL CONDITIONS AND DEFINITIONS**

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~~SECTION 3-05-001-0120 — DEFINITIONS; FOOD FOR HOME CONSUMPTION:~~

~~A. For the purposes of this Section only, the following definitions shall be applicable:~~

- ~~1. "Eligible grocery business" means an establishment whose sales of food are such that it is eligible to participate in the food stamp program established by the Food Stamp Act of 1977 (P.L. 95-113; 91 Stat. 958.7 U.S.C. Section 2011 et seq.), according to regulations in effect on January 1, 1979. An establishment is deemed eligible to participate in the Food Stamp Program if it is authorized to participate in the program by the United States Department of Agriculture Food and Nutrition Service Field Office on the effective date of this Section, or if, prior to a reporting period for which the return is filed, such retailer proves to the satisfaction of the Tax Collector that the establishment, based on the nature of the retailer's food sales, could be eligible to participate in the food stamp program established by the Food Stamp Act of 1977 according to regulations in effect on January 1, 1979.~~
- ~~2. "Facilities for the consumption of food" means tables, chairs, benches, booths, stools, counters, and similar conveniences, trays, glasses, dishes, or other tableware and parking areas for the convenience of in-car consumption of food in or on the premises on which the retailer conducts business.~~
- ~~3. "Food for consumption on the premises" means any of the following:

 - ~~(a) "Hot prepared food" as defined below.~~
 - ~~(b) Hot or cold sandwiches.~~
 - ~~(c) Food served by an attendant to be eaten at tables, chairs, benches, booths, stools, counters, and similar conveniences and within parking areas for the convenience of in-car consumption of food.~~
 - ~~(d) Food served with trays, glasses, dishes, or other tableware.~~
 - ~~(e) Beverages sold in cups, glasses, or open containers.~~~~

- ~~(f) Food sold by caterers.~~
 - ~~(g) Food sold within the premises of theaters, movies, operas, shows of any type or nature, exhibitions, concerts, carnivals, circuses, amusement parks, fairs, races, contests, games, athletic events, rodeos, billiard and pool parlors, bowling alleys, public dances, dance halls, boxing, wrestling and other matches, and any business which charges admission, entrance, or cover fees for exhibition, amusement, entertainment, or instruction.~~
 - ~~(h) Any items contained in subsections (a)(3)(A) through (G) above even though they are sold on a "take-out" or "to go" basis, and whether or not the item is packaged, wrapped, or is actually taken from the premises.~~
- ~~4. "Hot prepared food" means those products, items, or ingredients of food which are prepared and intended for consumption in a heated condition. "Hot prepared food" includes a combination of hot and cold food items or ingredients if a single price has been established.~~
- ~~5. "Premises" means the total space and facilities in or on which a vendor conducts business and which are owned or controlled, in whole or in part, by a vendor or which are made available for the use of customers of the vendor or group of vendors, including any building or part of a building, parking lot, or grounds.~~
- ~~B. "Food for home consumption" means all food, except food for consumption on the premises, if sold by any of the following:~~
- ~~1. An eligible grocery business.~~
 - ~~2. A person who conducts a business whose primary business is not the sale of food but who sells food which is displayed, packaged, and sold in a similar manner as an eligible grocery business.~~
 - ~~3. A person who sells food and does not provide or make available any facilities for the consumption of food on the premises.~~
 - ~~4. A person who conducts a delicatessen business either from a counter which is separate from the place and cash register where taxable sales are made or from a counter which has two cash registers and which are used to record taxable and tax exempt sales, or a retailer who conducts a delicatessen business who uses a cash register which has at least two tax computing keys which are used to record taxable and tax exempt sales.~~
 - ~~5. (Reserved)~~
 - ~~6. Vending machines and other types of automatic retailers.~~
 - ~~7. A person's sales of food, drink and condiment for consumption within the premises of any prison, jail or other institution under the jurisdiction of the State Department of Corrections, the Department of Public Safety, the Department of Juvenile Corrections or a county sheriff.~~

* * *

**DIVISION 3-05-002
DETERMINATION OF GROSS INCOME**

SECTION 3-05-002-0200 DETERMINATION OF GROSS INCOME; IN GENERAL:

- (a) Gross income includes:
- (1) The value proceeding or accruing from the sale of property, the providing of service, or both.
 - (2) The total amount of the sale, lease, license for use, or rental price at the time of such sale, rental, lease, or license.
 - (3) All receipts, cash, credits, barter, exchange, reduction of/or forgiveness of indebtedness, and property of every kind or nature derived from a sale, lease, license for use, rental, or other taxable activity.
 - (4) All other receipts whether payment is advanced prior to, contemporaneous with, or deferred in whole or in part subsequent to the activity or transaction.
- (b) Barter, exchange, trade-outs, or similar transactions are includable in gross income at the fair market value of the service rendered or property transferred, whichever is higher, as they represent consideration given for consideration received.
- (c) No deduction or exclusion is allowed from gross income on account of the cost of the property sold, the time value of money, expense of any kind or nature, losses, materials used, labor or service performed, interest paid, or credits granted.
- (d) FOR THE PURPOSES OF THIS CHAPTER THE TOTAL AMOUNT OF GROSS INCOME, GROSS RECEIPTS OR GROSS PROCEEDS OF SALES FOR NUCLEAR FUEL SHALL BE DEEMED TO BE THE VALUE OF THE PURCHASE PRICE OF URANIUM OXIDE USED IN PRODUCING THE FUEL. THE TAX IMPOSED BY THIS CHAPTER MAY BE IMPOSED ONLY ONCE FOR ANY ONE QUANTITY OR BATCH OF NUCLEAR FUEL REGARDLESS OF THE NUMBER OF TRANSACTIONS OR FINANCING ARRANGEMENTS WHICH MAY OCCUR WITH RESPECT TO THAT NUCLEAR FUEL.

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**DIVISION 3-05-004
PRIVILEGE TAXES**

* * *

SECTION 3-05-004-0445 RENTAL, LEASING, AND LICENSING FOR USE OF REAL PROPERTY

- (a) The tax rate shall be at an amount equal to one and seven hundred, twenty-one thousandths percent (1.721%) of the gross income from the business activity upon every person engaging or continuing in the business of leasing or renting real property located

within the City for a consideration, to the tenant in actual possession, or the licensing for use of real property to the final licensee located within the City for a consideration including any improvements, rights, or interest in such property; provided further that:

- (1) Payments made by the lessee to, or on behalf of, the lessor for property taxes, repairs, or improvements are considered to be part of the taxable gross income.
 - (2) Charges for such items as telecommunications, utilities, pet fees, or maintenance are considered to be part of the taxable gross income.
 - (3) However, if the lessor engages in telecommunication activity, as evidenced by installing individual metering equipment and by billing each tenant based upon actual usage, such activity is taxable under Section 3-05-0040-470.
- (b) If individual utility meters have been installed for each tenant and the lessor separately charges each single tenant for the exact billing from the utility company, such charges are exempt.
 - (c) Charges by a qualifying hospital, qualifying community health center or a qualifying health care organization to patients of such facilities for use of rooms or other real property during the course of their treatment by such facilities are exempt.
 - (d) Charges for joint pole usage by a person engaged in the business of providing or furnishing utility or telecommunication services to another person engaged in the business of providing or furnishing utility or telecommunication services are exempt from the tax imposed by this Section.
 - (e) Exempt from the tax imposed by this Section is gross income derived from the rental, leasing, or licensing for use of real property to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property so rented, leased, or licensed is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512.
 - (f) (Reserved)
 - (g) (Reserved)
 - (h) The tax prescribed by this Section shall not include gross income from the rental, leasing, or licensing of lodging or lodging space to an individual who resides therein.
 - (i) (Reserved)
 - (j) Exempt from the tax imposed by this Section is gross income derived from the activities taxable under Section 3-05-004-0444 of this code.
 - (k) (Reserved)
 - (l) (Reserved)
 - (m) (Reserved)

- (n) Notwithstanding the provisions of Section 3-05-002-0200(b), the fair market value of one (1) apartment, in an apartment complex provided rent free to an employee of the apartment complex is not subject to the tax imposed by this Section. For an apartment complex with more than fifty (50) units, an additional apartment provided rent free to an employee for every additional fifty (50) units is not subject to the tax imposed by this Section.
- (o) Income derived from incarcerating or detaining prisoners who are under the jurisdiction of the United States, this state or any other state or a political subdivision of this state or any other state in a privately operated prison, jail or detention facility is exempt from the tax imposed by this Section.
- (p) Charges by any hospital, any licensed nursing care institution, or any kidney dialysis facility to patients of such facilities for the use of rooms or any other real property during the course of their treatment by such facilities are exempt.
- (q) Charges to patients receiving “personal care” or “directed care” by any licensed assisted living facility, licensed assisted living center or licensed assisted living home as defined and licensed pursuant to Chapter 4, Title 36 Arizona Revised Statutes and Title 9 of the Arizona Administrative Code are exempt.
- (r) Reserved
- (s) ~~the gross proceeds of sales or gross income derived from a commercial lease in which a reciprocal insurer or a corporation leases real property to an affiliated corporation for the purpose of this paragraph:~~
 - (1) ~~“affiliated corporation” means a corporation that meets one of the following conditions:~~
 - (a) ~~the corporation owns or controls at least eighty per cent of the lessor.~~
 - (b) ~~the corporation is at least eighty per cent owned or controlled by the lessor.~~
 - (c) ~~the corporation is at least eighty per cent owned or controlled by a corporation that also owns or controls at least eighty per cent of the lessor.~~
 - (d) ~~the corporation is at least eighty per cent owned or controlled by a corporation that is at least eighty per cent owned or controlled by a reciprocal insurer.~~
 - (2) ~~for the purposes of subsection (1), ownership and control are determined by reference to the voting shares of a corporation.~~
 - (3) ~~“reciprocal insurer” has the same meaning as prescribed in A.R.S. Section 20-762.~~

THE GROSS PROCEEDS OF A COMMERCIAL LEASE OF REAL PROPERTY BETWEEN AFFILIATED COMPANIES, BUSINESSES, PERSONS OR RECIPROCAL INSURERS ARE EXEMPT. FOR THE PURPOSES OF THIS PARAGRAPH:

- (1) "AFFILIATED COMPANIES, BUSINESSES, PERSONS OR RECIPROCAL INSURERS" MEANS THE LESSOR HOLDS A CONTROLLING INTEREST IN THE LESSEE, THE LESSEE HOLDS A CONTROLLING INTEREST IN THE LESSOR, AN AFFILIATED ENTITY HOLDS A CONTROLLING INTEREST IN BOTH THE LESSOR AND THE LESSEE OR AN UNRELATED PERSON HOLDS A CONTROLLING INTEREST IN BOTH THE LESSOR AND LESSEE.
- (2) "CONTROLLING INTEREST" MEANS DIRECT OR INDIRECT OWNERSHIP OF AT LEAST EIGHTY PER CENT OF THE VOTING SHARES OF A CORPORATION OR OF THE INTERESTS IN A COMPANY, BUSINESS OR PERSON OTHER THAN A CORPORATION.
- (3) "RECIPROCAL INSURER" HAS THE SAME MEANING AS PRESCRIBED IN A.R.S. SECTION 20-762.

* * *

SECTION 3-05-004-0462 RETAIL SALES: FOOD FOR HOME CONSUMPTION.

- (a) THE TAX RATE SHALL BE AT AN AMOUNT EQUAL TO ZERO PERCENT (0%) OF THE GROSS INCOME FROM THE BUSINESS ACTIVITY UPON EVERY PERSON ENGAGING OR CONTINUING IN THE BUSINESS OF SELLING FOOD FOR HOME CONSUMPTION AT RETAIL.
- (b) FOR THE PURPOSES OF THIS SECTION ONLY, THE FOLLOWING DEFINITIONS SHALL BE APPLICABLE:
 - (1) "ELIGIBLE GROCERY BUSINESS" MEANS AN ESTABLISHMENT WHOSE SALES OF FOOD ARE SUCH THAT IT IS ELIGIBLE TO PARTICIPATE IN THE FOOD STAMP PROGRAM ESTABLISHED BY THE FOOD STAMP ACT OF 1977 (P.L. 95-113; 91 STAT. 958.7 U.S.C. SECTION 2011 ET SEQ.), ACCORDING TO REGULATIONS IN EFFECT ON JANUARY 1, 1979. AN ESTABLISHMENT IS DEEMED ELIGIBLE TO PARTICIPATE IN THE FOOD STAMP PROGRAM IF IT IS AUTHORIZED TO PARTICIPATE IN THE PROGRAM BY THE UNITED STATES DEPARTMENT OF AGRICULTURE FOOD AND NUTRITION SERVICE FIELD OFFICE ON THE EFFECTIVE DATE OF THIS SECTION, OR IF, PRIOR TO A REPORTING PERIOD FOR WHICH THE RETURN IS FILED, SUCH RETAILER PROVES TO THE SATISFACTION OF THE TAX COLLECTOR THAT THE ESTABLISHMENT, BASED ON THE NATURE OF THE RETAILER'S FOOD SALES, COULD BE ELIGIBLE TO PARTICIPATE IN THE FOOD STAMP PROGRAM ESTABLISHED BY THE FOOD STAMP ACT OF 1977 ACCORDING TO REGULATIONS IN EFFECT ON JANUARY 1, 1979.
 - (2) "FACILITIES FOR THE CONSUMPTION OF FOOD" MEANS TABLES, CHAIRS, BENCHES, BOOTHS, STOOLS, COUNTERS, AND SIMILAR CONVENIENCES, TRAYS, GLASSES, DISHES, OR OTHER TABLEWARE AND PARKING AREAS

FOR THE CONVENIENCE OF IN-CAR CONSUMPTION OF FOOD IN OR ON THE PREMISES ON WHICH THE RETAILER CONDUCTS BUSINESS.

- (3) "FOOD FOR CONSUMPTION ON THE PREMISES" MEANS ANY OF THE FOLLOWING:
- (A) "HOT PREPARED FOOD" AS DEFINED BELOW.
 - (B) HOT OR COLD SANDWICHES.
 - (C) FOOD SERVED BY AN ATTENDANT TO BE EATEN AT TABLES, CHAIRS, BENCHES, BOOTHS, STOOLS, COUNTERS, AND SIMILAR CONVENIENCES AND WITHIN PARKING AREAS FOR THE CONVENIENCE OF IN-CAR CONSUMPTION OF FOOD.
 - (D) FOOD SERVED WITH TRAYS, GLASSES, DISHES, OR OTHER TABLEWARE.
 - (E) BEVERAGES SOLD IN CUPS, GLASSES, OR OPEN CONTAINERS.
 - (F) FOOD SOLD BY CATERERS.
 - (G) FOOD SOLD WITHIN THE PREMISES OF THEATRES, MOVIES, OPERAS, SHOWS OF ANY TYPE OR NATURE, EXHIBITIONS, CONCERTS, CARNIVALS, CIRCUSES, AMUSEMENT PARKS, FAIRS, RACES, CONTESTS, GAMES, ATHLETIC EVENTS, RODEOS, BILLIARD AND POOL PARLORS, BOWLING ALLEYS, PUBLIC DANCES, DANCE HALLS, BOXING, WRESTLING AND OTHER MATCHES, AND ANY BUSINESS WHICH CHARGES ADMISSION, ENTRANCE, OR COVER FEES FOR EXHIBITION, AMUSEMENT, ENTERTAINMENT, OR INSTRUCTION.
 - (H) ANY ITEMS CONTAINED IN SUBSECTIONS (A)(3)(A) THROUGH (G) ABOVE EVEN THOUGH THEY ARE SOLD ON A "TAKE-OUT" OR "TO GO" BASIS, AND WHETHER OR NOT THE ITEM IS PACKAGED, WRAPPED, OR IS ACTUALLY TAKEN FROM THE PREMISES.
- (4) "HOT PREPARED FOOD" MEANS THOSE PRODUCTS, ITEMS, OR INGREDIENTS OF FOOD WHICH ARE PREPARED AND INTENDED FOR CONSUMPTION IN A HEATED CONDITION. "HOT PREPARED FOOD" INCLUDES A COMBINATION OF HOT AND COLD FOOD ITEMS OR INGREDIENTS IF A SINGLE PRICE HAS BEEN ESTABLISHED.
- (5) "PREMISES" MEANS THE TOTAL SPACE AND FACILITIES IN OR ON WHICH A VENDOR CONDUCTS BUSINESS AND WHICH ARE OWNED OR CONTROLLED, IN WHOLE OR IN PART, BY A VENDOR OR WHICH ARE MADE AVAILABLE FOR THE USE OF CUSTOMERS OF THE VENDOR OR GROUP OF VENDORS, INCLUDING ANY BUILDING OR PART OF A BUILDING, PARKING LOT, OR GROUNDS.

- (6) "FOOD FOR HOME CONSUMPTION" MEANS ALL FOOD, EXCEPT FOOD FOR CONSUMPTION ON THE PREMISES, IF SOLD BY ANY OF THE FOLLOWING:
- (A) AN ELIGIBLE GROCERY BUSINESS.
 - (B) A PERSON WHO CONDUCTS A BUSINESS WHOSE PRIMARY BUSINESS IS NOT THE SALE OF FOOD BUT WHO SELLS FOOD WHICH IS DISPLAYED, PACKAGED, AND SOLD IN A SIMILAR MANNER AS AN ELIGIBLE GROCERY BUSINESS.
 - (C) A PERSON WHO SELLS FOOD AND DOES NOT PROVIDE OR MAKE AVAILABLE ANY FACILITIES FOR THE CONSUMPTION OF FOOD ON THE PREMISES.
 - (D) A PERSON WHO CONDUCTS A DELICATESSEN BUSINESS EITHER FROM A COUNTER WHICH IS SEPARATE FROM THE PLACE AND CASH REGISTER WHERE TAXABLE SALES ARE MADE OR FROM A COUNTER WHICH HAS TWO CASH REGISTERS AND WHICH ARE USED TO RECORD TAXABLE AND TAX EXEMPT SALES, OR A RETAILER WHO CONDUCTS A DELICATESSEN BUSINESS WHO USES A CASH REGISTER WHICH HAS AT LEAST TWO TAX COMPUTING KEYS WHICH ARE USED TO RECORD TAXABLE AND TAX EXEMPT SALES.
 - (E) VENDING MACHINES AND OTHER TYPES OF AUTOMATIC RETAILERS.
 - (F) A PERSON'S SALES OF FOOD, DRINK AND CONDIMENT FOR CONSUMPTION WITHIN THE PREMISES OF ANY PRISON, JAIL OR OTHER INSTITUTION UNDER THE JURISDICTION OF THE STATE DEPARTMENT OF CORRECTIONS, THE DEPARTMENT OF PUBLIC SAFETY, THE DEPARTMENT OF JUVENILE CORRECTIONS OR A COUNTY SHERIFF.
- (c) INCOME DERIVED FROM THE FOLLOWING SOURCES IS EXEMPT FROM THE TAX IMPOSED BY THIS SECTION:
- (1) SALES OF FOOD FOR HOME CONSUMPTION TO A PERSON REGULARLY ENGAGED IN THE BUSINESS OF SELLING SUCH PROPERTY.
 - (2) OUT-OF-CITY SALES OR OUT-OF-STATE SALES.
 - (3) CHARGES FOR DELIVERY OR OTHER "DIRECT CUSTOMER SERVICES" AS PRESCRIBED BY REGULATION.
 - (4) FOOD PURCHASED WITH FOOD STAMPS PROVIDED THROUGH THE FOOD STAMP PROGRAM ESTABLISHED BY THE FOOD STAMP ACT OF 1977 (P.L. 95-113; 91 STAT. 958.7 U.S.C. SECTION 2011 ET SEQ.) OR PURCHASED WITH FOOD INSTRUMENTS ISSUED UNDER SECTION 17 OF THE CHILD NUTRITION ACT (P.L. 95-627; 92 STAT. 3603; AND P.L. 99-669; SECTION 4302; 42 UNITED STATES CODE SECTION 1786) BUT ONLY TO

THE EXTENT THAT FOOD STAMPS OR FOOD INSTRUMENTS WERE ACTUALLY USED TO PURCHASE SUCH FOOD.

- (5) SALES OF FOOD PRODUCTS BY PRODUCERS AS PROVIDED FOR BY A.R.S. SECTIONS 3-561, 3-562 AND 3-563.
 - (6) SALES OF FOOD, BEVERAGES, CONDIMENTS AND ACCESSORIES TO A PUBLIC EDUCATIONAL ENTITY, PURSUANT TO ANY OF THE PROVISIONS OF TITLE 15, ARIZONA REVISED STATUTES, INCLUDING A REGULARLY ORGANIZED PRIVATE OR PAROCHIAL SCHOOL THAT OFFERS AN EDUCATIONAL PROGRAM FOR GRADE TWELVE OR UNDER WHICH MAY BE ATTENDED IN SUBSTITUTION FOR A PUBLIC SCHOOL PURSUANT TO A.R.S. 15-802 ; TO THE EXTENT SUCH ITEMS ARE TO BE PREPARED OR SERVED TO INDIVIDUALS FOR CONSUMPTION ON THE PREMISES OF A PUBLIC EDUCATIONAL ENTITY DURING SCHOOL HOURS. FOR THE PURPOSES OF THIS SUBSECTION, "ACCESSORIES" MEANS PAPER PLATES, PLASTIC EATING UTENSILS, NAPKINS, PAPER CUPS, DRINKING STRAWS, PAPER SACKS OR OTHER DISPOSABLE CONTAINERS, OR OTHER ITEMS WHICH FACILITATE THE CONSUMPTION OF THE FOOD.
 - (7) SALES OF FOOD, BEVERAGES, CONDIMENTS AND ACCESSORIES TO A NONPROFIT CHARITABLE ORGANIZATION THAT HAS QUALIFIED AS AN EXEMPT ORGANIZATION UNDER 26 U.S.C. SECTION 501(C)(3) AND REGULARLY SERVES MEALS TO THE NEEDY AND INDIGENT ON A CONTINUING BASIS AT NO COST. FOR THE PURPOSES OF THIS SUBSECTION, "ACCESSORIES" MEANS PAPER PLATES, PLASTIC EATING UTENSILS, NAPKINS, PAPER CUPS, DRINKING STRAWS, PAPER SACKS OR OTHER DISPOSABLE CONTAINERS, OR OTHER ITEMS WHICH FACILITATE THE CONSUMPTION OF THE FOOD.
- (d) REPORTING. SUCH PERSONS WHO SELL FOOD FOR HOME CONSUMPTION SHALL, IN CONJUNCTION WITH THE RETURN REQUIRED PURSUANT TO SECTION 3-05-005-0520, REPORT TO THE TAX COLLECTOR IN A MANNER PRESCRIBED BY THE TAX COLLECTOR ALL SALES OF FOOD FOR HOME CONSUMPTION EXEMPTED FROM TAXES IMPOSED BY THIS CHAPTER.
- (e) RECORDKEEPING.
- (1) RETAILERS SHALL MAINTAIN ACCURATE, VERIFIABLE, AND COMPLETE RECORDS OF ALL PURCHASES AND SALES OF TANGIBLE PERSONAL PROPERTY IN ORDER TO VERIFY EXEMPTIONS FROM TAXES IMPOSED BY THIS CHAPTER. A RETAILER MAY USE ANY METHOD OF REPORTING THAT PROPERLY REFLECTS ALL PURCHASES AND SALES OF FOOD FOR HOME CONSUMPTION, AS WELL AS ALL PURCHASES AND SALES OF ITEMS SUBJECT TO TAXES IMPOSED BY THIS CHAPTER, PROVIDED THAT SUCH RECORDS ARE MAINTAINED IN ACCORDANCE WITH ARTICLE III, AND REGULATIONS OF THE TAX COLLECTOR.
 - (2) ANY PERSON WHO FAILS TO MAINTAIN RECORDS AS PROVIDED HEREIN SHALL BE DEEMED TO HAVE HAD NO SALES OF FOOD FOR HOME CONSUMPTION, AND IF UPON REQUEST BY THE TAX COLLECTOR, A PERSON CANNOT DEMONSTRATE TO THE TAX COLLECTOR THAT SUCH

RECORDS AND REPORTS DO PROPERLY REFLECT ALL SALES OF FOOD FOR HOME CONSUMPTION, THE TAX COLLECTOR MAY RECOMPUTE THE AMOUNT OF TAX TO BE PAID AS PROVIDED IN SECTIONS 3-05-003-0370 AND 3-05-005-0545(B).

* * *

SECTION 3-05-004-0485 WASTEWATER REMOVAL SERVICES:

- (a) THE TAX RATE SHALL BE AN AMOUNT EQUAL TO ZERO PERCENT (0%) OF THE GROSS INCOME FROM THE BUSINESS ACTIVITY UPON EVERY PERSON ENGAGING OR CONTINUING IN THE BUSINESS OF PROVIDING WASTEWATER REMOVAL SERVICES BY MEANS OF SEWER LINES OR SIMILAR PIPELINES TO:
 - (1) CONSUMERS OR RATEPAYERS WHO RESIDE WITHIN THE CITY.
 - (2) CONSUMERS OR RATEPAYERS OF THIS CITY, WHETHER WITHIN THE CITY OR WITHOUT, TO THE EXTENT THAT THIS CITY PROVIDES SUCH PERSONS WASTEWATER REMOVAL SERVICES, EXCLUDING CONSUMERS OR RATEPAYERS WHO ARE RESIDENTS OF ANOTHER CITY OR TOWN WHICH LEVIES AN EQUIVALENT EXCISE TAX UPON THIS CITY FOR PROVIDING SUCH WASTEWATER REMOVAL SERVICES TO SUCH PERSONS.
- (b) THE TAX IMPOSED BY THIS SECTION SHALL NOT APPLY TO GROSS INCOME RELATING TO THE PROVIDING OF WASTEWATER REMOVAL SERVICES FROM A QUALIFYING HOSPITAL, QUALIFYING COMMUNITY HEALTH CENTER OR A QUALIFYING HEALTH CARE ORGANIZATION.

* * *

**DIVISION 3-05-007
REGULATIONS-PRIVILEGE AND EXCISE TAXES**

SECTION 3-05-007-001 REGULATIONS-PRIVILEGE AND EXCISE TAXES

* * *

~~Reg. 3-5-120.1. FOOD FOR HOME CONSUMPTION: RECORDKEEPING AND REPORTING REQUIREMENTS:~~

- ~~(a) Reporting. Such persons who sell food for home consumption shall, in conjunction with the return required pursuant to Section 3-05-005-0520, report to the Tax Collector in a manner prescribed by the Tax Collector all sales of food for home consumption exempted from taxes imposed by this Chapter.~~
- ~~(b) Recordkeeping.

 - ~~(1) Retailers shall maintain accurate, verifiable, and complete records of all purchases and sales of tangible personal property in order to verify exemptions from taxes imposed by this Chapter. A retailer may use any method of reporting that properly reflects all purchases and sales of food for home consumption, as~~~~

~~well as all purchases and sales of items subject to taxes imposed by this Chapter, provided that such records are maintained in accordance with Article III, and regulations of the Tax Collector.~~

- ~~(2) — Any person who fails to maintain records as provided herein shall be deemed to have had no sales of food for home consumption, and if upon request by the Tax Collector, a person cannot demonstrate to the Tax Collector that such records and reports do properly reflect all sales of food for home consumption, the Tax Collector may recompute the amount of tax to be paid as provided in Sections 3-05-003-0370 and 3-05-005-0545 (b)~~

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Reg. 3-5-270.1. PROPRIETARY ACTIVITIES OF MUNICIPALITIES ARE NOT CONSIDERED ACTIVITIES OF A GOVERNMENTAL ENTITY:

The following activities, when performed by a municipality, are considered to be activities of a person engaged in business for the purposes of this Chapter, and not excludable by reason of Section 3-05-002-0270:

- (a) Rental, leasing, or licensing for use of real property to other than another department or agency of the municipality.
- (b) Producing, providing, or furnishing electricity, electric lights, current, power, gas (natural or artificial), or water to consumers or ratepayers.
- (c) Sale of tangible personal property to the public, when similar tangible personal property is available for sale by other persons, as, for example, at police or surplus auctions.
- (d) PROVIDING WASTEWATER REMOVAL SERVICES TO CONSUMERS OR RATEPAYERS BY MEANS OF SEWER LINES OR SIMILAR PIPELINES.

* * *

Reg. 3-5-360.2. PROOF OF EXEMPTION: EXEMPTION CERTIFICATE:

For the purpose of proof of exemption, in transactions other than those in which the proof is set by standard documentation as detailed in Regulations 3-5-350.1 and 3-5-360.1, the minimum acceptable proof and documentation for each transaction shall be the completion, at the time of the transaction, in all material respects, of a certificate containing all the information set forth below (see Sales Tax Section for form). For the purpose of validating the vendor's claim of exemption, such certificate is sufficient if executed by any person with apparent authority to act for the customer, and the information provided validates the claim.

INVALID UNLESS COMPLETED IN FULL

VENDOR'S NAME _____ Sales Invoice No. _____

Customer's Exemption Claim

City of Flagstaff Privilege License (Sales) Tax

Customer's Business Name: _____

Customer's Business Address: _____

Specific Business Activity: _____
(e.g., if retailer, lessor, or
manufacturer, specify items
leased, sold or made, i.e.,
cars, computers, clothes, etc.) _____

Customer's License Nos. _____ City: _____ State: _____

ITEMS CLAIMED AS EXEMPT FROM TAX

_____ : All Items on This Invoice or Purchase Order.
or
_____ : Only Those Items marked with An "E".

REASON FOR CLAIMED EXEMPTION:

_____ : The items claimed as exempt are sold, rented, leased, or licensed by the
above named customer in the normal course of its business activity.
or
_____ : The items claimed as exempt are exempt from the City of Flagstaff
Privilege Tax for the following specific reason(s):

CUSTOMER'S CERTIFICATE

I certify that the above information is accurate to the best of my information and belief, and that I
am authorized by the Customer above to acquire the items claimed as exempt on a tax-free basis
on its behalf. I further understand that the making of a false or fraudulent claim to obtain a tax
exemption is a ~~Petty Offense~~ CLASS ONE MISDEMEANOR under City Code Section 3-05-005-0580.

Name

Date

Title

* * *

Reg. 3-5-460.1. DISTINCTION BETWEEN RETAIL SALES AND CERTAIN OTHER TRANSFERS OF TANGIBLE PERSONAL PROPERTY:

- (a) Charges for transfer of tangible personal property included in the gross income of the business activity of persons engaged in the following business activities shall be deemed only as gross income from such business activity and not sales at retail taxed by Section 3-05-004-0460:
 - (1) Tangible personal property incorporated into real property as part of reconstruction or construction contracting, per Sections 3-05-004-0415 through 3-05-004-0418.
 - (2) Sales of feed at wholesale, per Section 3-05-004-0420.
 - (3) Job printing, per Section 3-05-004-0425.
 - (4) Mining, timbering, and other extraction, but not sales of sand, gravel, or rock extracted from the ground, per Section 3-05-004-0430.
 - (5) Publication of newspapers, magazines, and other periodicals, per Section 3-05-004-0435.
 - (6) Rental, leasing, and licensing of real or tangible personal property, per Sections 3-05-004-0445 or 3-05-004-0450.
 - (7) Restaurants and bars, per Section 3-05-004-0455.
 - (8) FOOD FOR HOME CONSUMPTION, PER SECTION 3-05-004-0462.
 - (9) Telecommunications services, per Section 3-05-004-0470.
 - (10) Utility services, per Section 3-05-004-0480.
 - (11) WASTEWATER REMOVAL SERVICES, PER SECTION 3-05-004-0485.
- (b) Distinction between construction contracting, retail, and certain direct customer service activities.
 - (1) When an item is attached or installed on real property, it is a construction contracting activity and any subsequent repair, removal, or replacement of that item is construction contracting.
 - (2) Items attached or installed on tangible personal property are retail sales.
 - (3) Transactions where no tangible personal property is attached or installed are considered direct customer service activities (for example: carpet cleaning, lawn mowing, landscape maintenance).
 - (4) Demolition, earth moving, and wrecking activities are considered construction contracting.

- (c) The sale of sand, rock, and gravel extracted from the ground shall be deemed a sale of tangible personal property and not mining or metallurgical activity.
- (d) Sale of consumable goods incorporated into or applied to real property is considered a retail sale and not construction contracting. Examples of consumable goods are lubricants, faucet washers, and air conditioning coolant, but not paint.
- (e) Installation or removal of tangible personal property which has independent functional utility is considered a retail activity.
 - (1) "Tangible personal property which has independent functional utility" must be able to substantially perform its function(s) without attachment to real property. "Attachment to real property" must include more than connection to water, power, gas, communication, or other service.
 - (2) Examples of tangible personal property which has independent functional utility include artwork, furnishings, "plug-in" kitchen equipment, or similar items installed by bolts or similar fastenings.
 - (3) Examples of tangible personal property which does not have independent functional utility include wall-to-wall carpeting, flooring, wallpaper, kitchen cabinets, or "built-in" dishwashers or ranges.
 - (4) The installation of window coverings (drapes, mini-blinds, etc.) is always a retail activity.

* * *

Section 7: The following changes shall be effective from and after thirty (30) days after adoption of Ordinance No. 2013-26:

**DIVISION 3-05-005
ADMINISTRATION**

* * *

SECTION 3-05-005-0580 CRIMINAL PENALTIES:

- A. It is unlawful for any person to knowingly or willfully:
 - 1. Fail or refuse to make any return required by this Chapter.
 - 2. Fail to remit as and when due the full amount of any tax or additional tax or penalty and interest thereon.
 - 3. Make or cause to be made a false or fraudulent return.
 - 4. Make or cause to be made a false or fraudulent statement in a return, in written support of a return, or to demonstrate or support entitlement to a deduction, exclusion, or credit or to entitle the person to an allocation or apportionment or receipts subject to tax.

5. Fail or refuse to permit any lawful examination of any book, account, record, or other memorandum by the Tax Collector.
 6. Fail or refuse to remit any tax collected by such person from his customer to the Tax Collector before the delinquency date next following such collection.
 7. Advertise or hold out to the public in any manner, directly or indirectly, that any tax imposed by this Chapter, as provided in this Chapter, is not considered as an element in the price to the consumer.
 8. Fail or refuse to obtain a privilege license or to aid or abet another in any attempt to intentionally refuse to obtain such a license or evade the license fee.
 9. Reproduce, forge, falsify, fraudulently obtain or secure, or aid or abet another in any attempt to reproduce, forge, falsify, or fraudulently obtain or secure, an exemption from taxes imposed by this Chapter.
- B. ~~Reserved.~~ THE VIOLATION OF ANY PROVISION OF SUBSECTION (A) ABOVE SHALL CONSTITUTE A CLASS ONE MISDEMEANOR.
- C. In addition to the foregoing penalties, any person who shall knowingly swear to or verify any false or fraudulent statement, with the intent aforesaid, shall be guilty of the offense of perjury and on conviction thereof shall be punished in the manner provided by law.

* * *

ORDINANCE NO. 2013-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, *BUSINESS REGULATIONS*, CHAPTER 3-05, *PRIVILEGE AND EXCISE TAXES*, BY ADOPTING “THE 2013 CITY TAX CODE AMENDMENTS” AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING EFFECTIVE DATES

RECITALS:

WHEREAS, the City desires to adopt changes to the City Tax Code to conform with changes required by state law and/or required by the Unified Audit Committee for the Model City Tax Code; and

WHEREAS, notice of the proposed changes to the City Tax Code have been published on the City website prior to adoption of this ordinance and a public hearing has been held; and

WHEREAS, the proposed changes to the City Tax Code include adoption of numerous exemptions as well as other changes: amending Section 3-05-001-0100, *Words Of Tense, Number And Gender; Code References; And General Definitions*, to change the definition of “Business” to exclude transfer of electricity from a solar photovoltaic generation system to an electric utility distribution system, and to change the definition of “prosthetic” to include orthodontic devices dispensed by a dental professional; by deleting Section 3-05-001-0120, *Definition; Food For Home Consumption*, deleting a related exemption in Section 3-05-004-0465, and adding Section 3-05-004-0462 for *Retail Sales: Food For Home Consumption* with a tax rate of zero percent; by amending Section 3-05-002-0200, *Determination Of Gross Income; In General*, by clarifying how gross income from the sale of nuclear fuel will be determined; by amending Section 3-05-004-0425, *Job Printing*, by adding an exemption for sales of postage and freight; amending Section 3-05-004-0445, *Rental Leasing And Licensing For Use Of Real Property*, by adding tax exemption for rental to affiliated companies; amending Section 3-05-004-0480, *Utility Services*, by adding exemptions for transfer of renewable energy credits and solar electricity from a retail customer to electric distribution system; adding Section 3-05-004-0485, *Wastewater Removal Service*, with a tax rate of zero percent; amending Section 3-05-004-0450, *Rental, Leasing, And Licensing For Use Of Tangible Personal Property*, to add an exemption for rental of ignition interlock devices, Section 3-05-004-0460, *Retail Sales; Measure Of Tax, Burden Of Proof, Exclusions*, to add an exemption for sales of cash equivalents, and Section 3-05-004-0465, *Retail Sales; Exemptions*, to add exemptions for sale of food and drink to employees of a person engaged in the restaurant business, sale of food and drink at private and parochial schools, sale or transfer of renewable energy credits, sale of tourist magazines, sale of paper machine clothing, sale of certain property in performance of a contract with the U.S. government, sale of coal and other fuels to a qualified environmental technology manufacturer/producer/processor, and sale of equipment to construct a qualified environmental technology facility; by amending Section 3-05-005-0580, *Criminal Penalties*, to clarify that violation of the City Tax Code is punishable as a class one misdemeanor, and by amending regulations relating to the above.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Code, Title 3, Business Regulations, Chapter 3-05, *Privilege and Excise Taxes*, is hereby amended by adoption of the amendments set forth in that document known as "The 2013 City Tax Code Amendments," declared a public record by Resolution No. 2013-33 and on file with the City Clerk.

SECTION 2. Penalties.

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars (\$2,500.00) and may be sentenced to confinement in jail for a period not to exceed six (6) months for any one offense. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date.

The effective dates for various changes to the City Tax Code shall be as set forth in "The 2013 City Tax Code Amendments." This ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brian Kulina, Planning Development Manager
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE:

Consideration and Adoption of Resolution No. 2013-31: A resolution authorizing the execution of a Development Agreement between Trailside MAR, LLC and the City of Flagstaff related to the development of approximately 4.02 acres of real property generally located at 600 West University Heights Drive North. (Development Agreement for Trailside Apartments)

RECOMMENDED ACTION:

- 1) Read Resolution No. 2013-31 by title only
- 2) City Clerk reads Resolution No. 2013-31 by title only (if approved above)
- 3) Adopt Resolution No. 2013-31

Policy Decision or Reason for Action:

State law allows cities to enter into development agreements by resolution. The proposed Development Agreement governs the terms and conditions of the use of the affordable housing incentives found within the Zoning Code as they relate to the development of the subject property.

Financial Impact:

No impacts are anticipated.

Connection to Council Goal:

- Retain, expand, and diversify economic base.
- Effective governance.

Has There Been Previous Council Decision on This:

No previous Council discussion has occurred as it relates to this Development Agreement. The Developer has processed a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment for the subject property concurrently with the processing of this application. Prior to the consideration of this application, the Council has taken action on the previously identified amendments.

Options and Alternatives:

The City Council may approve, deny, or modify the agreement as necessary to ensure that the development meets the objectives of the Regional Land Use and Transportation Plan, the Zoning Code, and the City's development goals.

Background/History:

The Developer has requested a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment to accommodate the development of a 111 unit multi-family residential apartment complex. Part of that request includes an affordable housing component. In accordance with Section 10-30.20.040 of the Zoning Code, an application may be eligible for certain incentives based on the percentage of affordable units and the level of affordability (e.g. Category 1 to 4). The Developer has provided 14% of the permitted dwelling units as Category 1 Permanent Affordability. In accordance with Table 10-30.20.040.A of the Zoning Code, this level of affordability enables the use of five or more affordable housing incentives. The Developer has requested the use of only the three following affordable housing incentives: (1) A 45% reduction in forest resources protection thresholds; (2) a 27% increase in permitted dwelling units; (3) a 10% reduction in required parking lot landscaping. A more detailed discussion regarding the impact of these incentives on the proposed development can be found in the attached Planning and Zoning Commission Zoning Map Amendment staff report dated October 27, 2013.

Key Considerations:

Under the provisions of the proposed High Density Residential (HR) zone, the project is entitled to develop at a maximum density of 88 dwelling units. The Developer has proposed to classify 14% (12) of those units for Category 1 Permanent Affordability. In exchange, the Developer is looking to utilize three affordable housing incentives as outlined in Section 10-30.20.040 of the Zoning Code. These incentives would increase the project to 111 dwelling units, reduce the forest resource protection threshold to 27.5%, and reduce the required parking lot landscaping to 3,078 square feet.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

The community will receive 12 dwelling units classified as Category 1 Permanent Affordability for a minimum duration of 30 years. This will increase the City's supply of available affordable housing.

Community Involvement:

None. Development agreements do not require public or neighborhood notification. However, this agreement is tied to the proposed Regional Land Use and Transportation Plan amendment and Zoning Map amendments, which require public notifications, and has had public hearings before the Planning and Zoning Commission and the City Council.

Expanded Options and Alternatives:

None.

Attachments: [Resolution No. 2013-31](#)
 [Development Agreement](#)
 [PZC Staff Report \(Excluding Attachments\)](#)

RESOLUTION NO. 2013-31

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN TRAILSIDE MAR, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 4.02 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 600 WEST UNIVERSITY HEIGHTS DRIVE

RECITALS:

WHEREAS, Trailside MAR, LLC (“Developer”) is the owner of approximately 4.02 acres of real property generally located at 600 West University Heights Drive (the “Property”); and

WHEREAS, Developer plans to construct on the Property, among other things, 111 multi-family housing rental units, of which 12 units shall be finished affordable rental units; and

WHEREAS, Developer and the City wish to enter into a development agreement, in the form attached to the staff summary submitted in support of this Resolution (the “Development Agreement”), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and condition of the proposed Development Agreement would be consistent with the City’s Regional Land Use and Transportation Plan, as amended, and Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

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

SECTION 1. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to the staff summary submitted in support of this Resolution.

SECTION 2. That the Mayor of the City of Flagstaff be hereby directed to execute the Development Agreement on behalf of the City.

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

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 **Exhibit A**, a copy of which is 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, designating 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 B**, 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 **Exhibit A**, 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 Including affordable housing consisting of twelve (12) rental units;

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.

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. Dedication of Public Easements. Public utility and drainage easements must be identified on the construction plans and dedicated prior to the issuance of building permits. Dimensions for these easements must be in accordance with City requirements.

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. Developer agrees to comply with the affordable housing requirements set forth in **Exhibit C**, attached hereto and incorporated by this reference. The purpose of these requirements is to ensure that the affordable housing contribution of fourteen per cent (14%), of the number of units allowed before the density bonus is applied, or twelve dwelling units (12) of eighty-eight (88) allowable dwelling units and the long-term management of these units for households earning up to eighty per cent (80%) of the Area Media Income (AMI) as defined by the US Department of Housing and Urban Development (HUD), or its successors, is met and maintained for the life of this Agreement. The provisions of this **Section 12** shall survive termination of this Agreement.

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. Consolidation of Parcels. Developer agrees to consolidate those parcels of land depicted and legally described in **Exhibit A**, to pay all expenses associated with consolidation of the parcels, and to provide documentation evidencing consolidation to the City's Planning Development Department.

15. 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

16. General Provisions.

16.1 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.

16.2 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

16.3 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.

16.4 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.

16.5 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.

16.6 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

16.7 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).

16.8 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.

16.9 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.

16.10 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.

16.11 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.

16.12 Effective Date. This Agreement shall be effective upon execution by the Parties and recordation in the Office of the Coconino County Recorder.

16.13 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 16.1**. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than those specifically incorporated in 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.

16.14 Exhibits. All exhibits attached are incorporated by reference as though fully set forth in this Agreement.

16.15 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.

16.16 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 16.16** shall survive termination of this Agreement.

16.17 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.

16.18 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.

16.19 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.

16.20 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.

16.21 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.

16.22 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.

16.23 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.

16.24 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.

16.25 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

16.26 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.

16.27 Term. The term of this Agreement shall commence on the effective date of this Agreement as defined in **Section 16.12** 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

Trailside MAR LLC

Mayor

By: _____
Its: _____

Attest:

City Clerk

Approved as to form:

City Attorney

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: _____

EXHIBIT A
LEGAL DESCRIPTION

Trailside Apartments, App. No. PSPR20130006, Legal Description for Narrative

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.



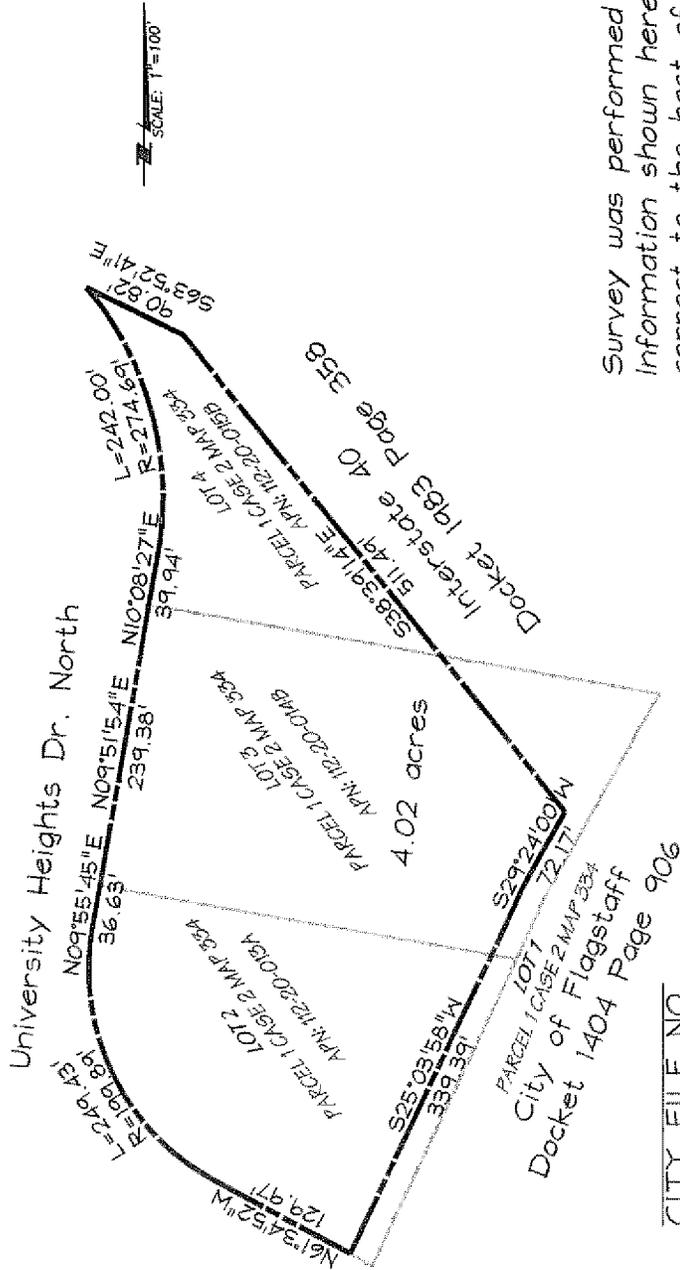
Expires: 3/31/15

City File Number _____

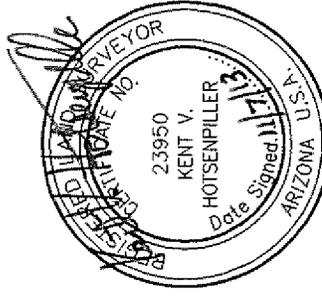
Descriptive Title _____

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



Survey was performed in July of 2012. Information shown hereon is true and correct to the best of my knowledge.



Expires on 3/31/15

CITY FILE NO.

DESCRIPTIVE TITLE

HORIZONTAL SCALE: 1" = 100'

VERTICAL SCALE:

DESIGNED/DRAWN BY:

PROJECT NO. 129165

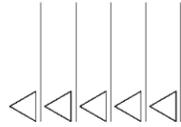
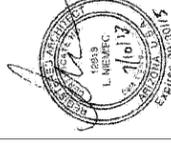
DATE: 11/07/15

Mogollon
ENGINEERING
& SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1962, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT A
LEGAL
DESCRIPTION

EXHIBIT B
CONCEPT PLAN



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Contractor must verify all dimensions of project before proceeding with the work. Do not reproduce these drawings or specifications without the expressed written permission of the Architect.

the Architect whether the project for which they are made is executed or not. The Architect shall not be held liable by anyone for any errors or omissions in these drawings or specifications and for completion of the project by others except by the expressed written permission of the Architect.



Flagstaff, AZ
 PROPOSED ADDRESS
 600 W. UNIVERSITY
 HEIGHTS DRIVE

Site Plan
 Scale: 1" = 50'-0"

DATE: 5-14-2013
 SHEET NO.:
 PROJECT NO.:

AS-1

PROJECT OWNER/DEVELOPER
 MARK CHABON
 CHABON DEVELOPMENT
 89 ANIMITY LANE
 BUFFALO, NY 14215

PROJECT ARCHITECT
 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: 4.92 +/- NET ACRES
 EXISTING ZONING: H.C. PROPOSED ZONING: H.R.
 DENSITY: 21.61 DOLLAR PER ACRE (110) TOTAL UNITS

TYPE	MARKET RATE AFFORDABLE QUANTITY	%	GROSS SF.	BALCONY SF.	GROSS SF.
CARRIAGE (1 BED 1 BATH)	12	11	6672		1944
STUDIO	2	8	463		4367
A1 (1 BED 1 BATH)	35	39	5683		24444
B1 (2 BED 2 BATH)	28	31	5398		28140
B2 (2 BED 2 BATH)	18	16	1166		29369
TOTALS	95	100			89683

* EXCLUDED BALCONY

ATTACHED GARAGES (62) IN 38-FLEX + (18) IN CARRIAGE BLDG. = 78 (22.2%)

△ DIRECT ACCESS GARAGE

△ GROUND FLOOR UNITS (6) HAVE DIRECT ACCESS GARAGE

CORRIDORS	GROSS SF.
1ST FLOOR	11,826
2ND FLOOR	1,189
3RD FLOOR	1,789
BALCONIES	6,369
TOTAL	34,269 SF.

AFFORDABLE INCENTIVES PROPOSED:
 A. DENSITY BONUS
 B. RESOURCE PROTECTION REDUCTION
 C. 10% LANDSCAPE STANDARD REDUCTION

PARKING CALCULATIONS

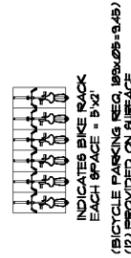
MARKET RATE PARKING:
 MARKET RATE APARTMENTS
 STUDIO (18) x 1.15 = 20.7
 A1- (42) x 1.15 = 48.3
 B1- (30) x 2.25 = 67.5
 B2- (18) x 2.25 = 40.5
 REQUIRED = 200/25 SPACES

TOTAL REQUIRED = 200 SPACES

TOTAL PARKING PROVIDED = 193 SPACES

NEW WALKING/BIKE PATH TO REDUCTION OF 1% USE 8.8% REDUCTION OR 11 PARKING SPACES = 18 SPACES = 193 SPACES

PARKING PROVIDED:
 15 GARAGE + 114 SURFACE = 129 SPACES/11 UNITS = 11.9 SPACES PER UNIT
 71 OF THE PARKING SPACES SHALL BE ACCESSIBLE)



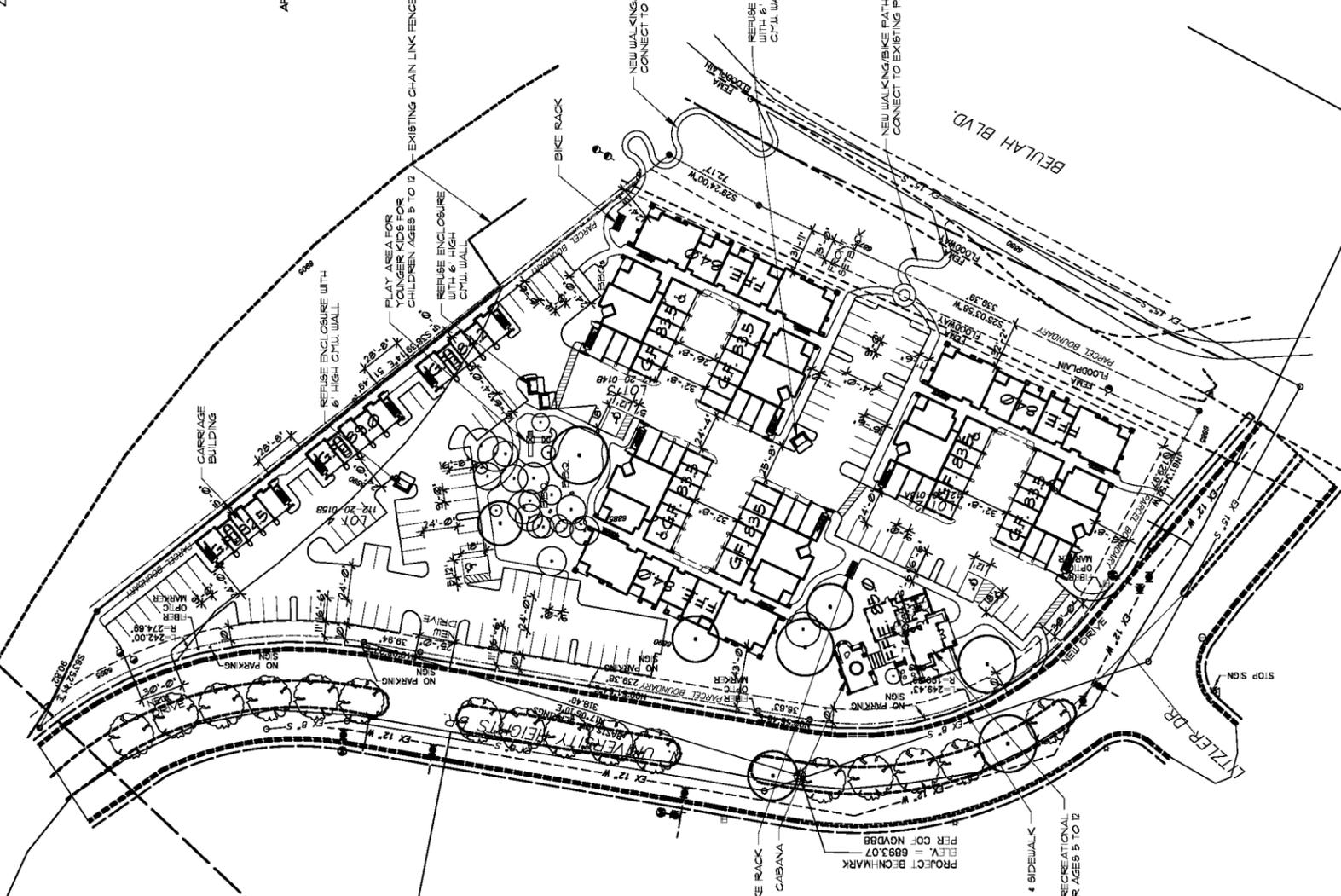
NOTE:
 AT LEAST 7% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A1' UNIT. THESE UNITS MUST BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.



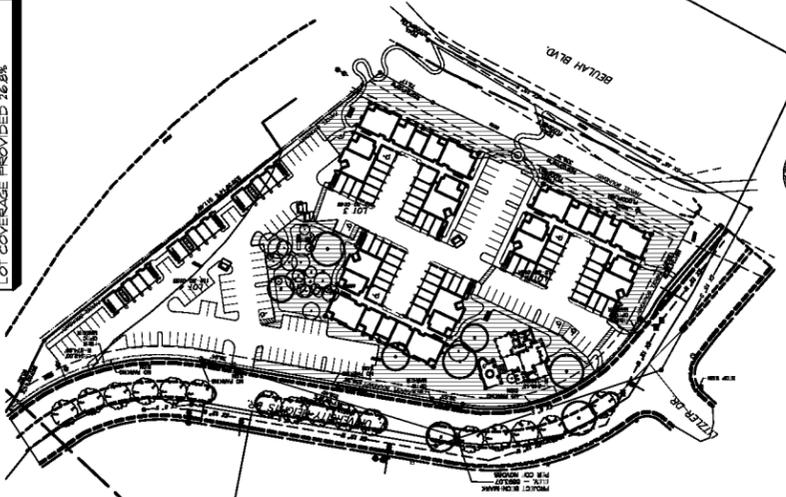
VICINITY MAP
 N.T.S.

PROJECT OWNER/DEVELOPER
 MARK CHABON
 CHABON DEVELOPMENT
 89 ANIMITY LANE
 BUFFALO, NY 14215

PROJECT ARCHITECT
 L.R. NIEMIEC ARCHITECTS
 8585 E. HARTFORD DRIVE SUITE 115
 SCOTTSDALE, AZ 85255



OPEN SPACE REQUIRED = 26,267 SF. (15%)
 OPEN SPACE PROVIDED = 49,194 SF. (28%)
 MAX. LOT COVERAGE ALLOWABLE 50%
 LOT COVERAGE PROVIDED 26.8%



OPEN SPACE
 SCALE: 1" = 100'-0"

SITE PLAN
 SCALE: 1" = 50'-0"



EXHIBIT C
AFFORDABLE HOUSING REQUIREMENTS

Affordability Requirements

1. Duration of Affordability Provisions.

The provisions in Section 12 of the Development Agreement between **Trailside MAR, LLC, a Delaware limited liability company authorized to do business in the State of Arizona (“Developer”)** and the City of Flagstaff (the “Agreement”) pertaining to affordability are applicable for thirty (30) years.

2. Applicability of Affordability Provisions.

The affordability provisions pertain to fourteen percent (14%) or twelve dwelling units (12), of the number of units allowed before the density bonus is applied, or eighty-eight (88) allowable dwelling units and the long-term management of these units. “Rent Restricted Units” means those units affordable for households earning no more than eighty percent (80%) of the Area Median Income (AMI), as defined annually by the U.S. Department of Housing and Urban Development (HUD) or its successor. If a successor is not identified, the City of Flagstaff will issue comparable income guidelines.

The monthly rental price for the Rent Restricted Units shall be no more than thirty-three percent (33%) of the monthly income for a household not to exceed 80% AMI and include utilities and other charges for the unit. The pricing structure will be initially set for the Rent Restricted Units by bedroom size and defined in the Affordability Plan.

3. Rent Restricted Units.

The Rent Restricted Units shall be maintained at twelve (12) units or fourteen percent (14%) of the number of units allowed before the density bonus for the development is applied, or 12 of 88 dwelling units. Developer shall provide affordable units as follows: seven (7) studios; three (3) one-bedroom apartments; and two (2) two-bedroom apartments.

3.1 The Affordability Plan, as referenced, in this Section shall be completed and agreed upon by both parties prior to the issuance of building permits.

3.2 The Rent Restricted Units shall be dispersed throughout the development. Prior to issuance of the Certificate of Occupancy, the Housing Manager of the City of Flagstaff, or designee, shall state in writing that the standards set forth in this Agreement, pertaining to the Permanent Affordability Requirements, have been put in place and that the initial Rent Restricted Units are identified with associated rents.

3.3 The Owner or its designee, working with the City of Flagstaff, or its designee, shall designate, on an annual basis, the location, size, and unit count of the Rent Restricted Units. This process shall coordinate with the annual HUD AMI adjustment, anticipated for December first of each year, subsequent annual rent pricing adjustment, and annual audit. On a semi-annual basis, the Developer or its designee shall provide the City with a current waiting list and coinciding household incomes.

3.4 The Developer shall market the Rent Restricted Units in the same manner as market rate units and will advertise in at least one main local or regional media outlet, such as Apartment Finder.

3.5 The Developer shall provide an initial lease-up period not to exceed one (1) year for the first rental after Certificate of Occupancy, which is mutually agreed upon and defined within the Affordability Plan.

4. Eligibility Criteria.

A household is defined as all individuals who reside in the Unit more than fifty percent (50%) of the time. All employed individuals over the age of eighteen (18) that live within the Unit must be considered for income verification. The Developer or its designee must utilize a standardized income verification formula, accepted by the City of Flagstaff. All subsequent changes of a roommate or roommates, or changes in household occupancy shall be re-certified for eligibility under the applicable AMI levels. Annual income re-certification shall coincide with lease renewal. If, at the time of income re-certification, the household's income is greater than one hundred percent (100%) AMI, the household shall be given ninety (90) days to vacate the Rent Restricted Unit or begin paying market rate rent. Additional eligibility criteria shall be provided in the Affordability Plan.

5. Vacancies.

5.1 When an occupant of a Rent Restricted Unit must either vacate the unit permanently or has voluntarily provided standard notice to the Developer or its designee that the household will no longer be renting that unit, the Developer or its designee will notify the City of the vacancies within the Rent Restricted Units in the time specified in the Affordability Plan.

5.2 If the Rent Restricted Unit is not rented to an eligible household, the Unit may be marketed and rented as a market rate unit, providing that the Rent Restricted unit count is maintained at twelve (12) units total.

6. Reporting.

The detailed reporting of the Rent Restricted Units will be outlined in the Affordability Plan. In general, the Developer or its designee, shall provide the City, at a minimum, the following information and notices:

6.1 The location and AMI overview of the households residing within the Rent Restricted Units. This process shall coordinate with the annual HUD AMI adjustment, subsequent annual rent pricing adjustment, and annual audit.

6.2 A current waiting list, and coinciding household AMI.

- 6.3 Notify the City of the vacancies within the Rent Restricted Units.
- 6.4 Notify the City regarding the incomes of the households who are actively in the Rent Restricted Units.

7. Audits and Inspections.

All records, with respect to the affordable housing requirements of the Agreement, shall be made available to the City, or its designee, at any time during normal business hours as often as the City deems necessary to audit, examine, and make excerpts or transcripts of all relevant data provided. Failure of the Developer or its designee to comply with these audit requirements will constitute a material breach of this Development Agreement.

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

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October 23, 2013

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

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October 23, 2013

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 barbecues.

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 $88 \times .27 = 23$ 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, Outside RPO (du/ac)	13	22
Maximum, Inside 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

PREZ 2013-0002
October 23, 2013

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

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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.

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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)

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- 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

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brian Kulina, Planning Development Manager
Date: 12/11/2013
Meeting Date: 12/17/2013



TITLE:

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:

- 1) Read Ordinance No. 2013-24 by title only for the final time
- 2) City Clerk reads Ordinance No. 2013-24 by title only for the final time (if approved above)
- 3) 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:

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. The City Council held a public hearing and had first reading of Ordinance No. 2013-24 at their meeting of December 3, 2013.

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:

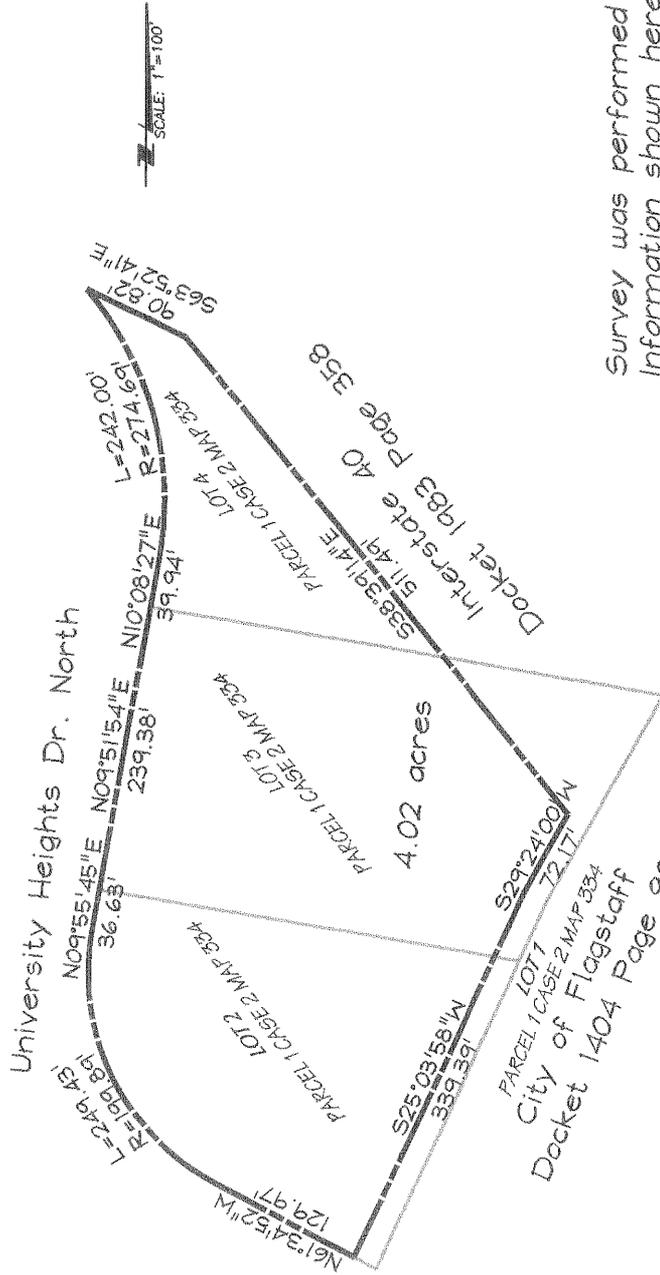
CITY ATTORNEY

EXHIBIT "A"
TO
ORDINANCE NO. 2013-24

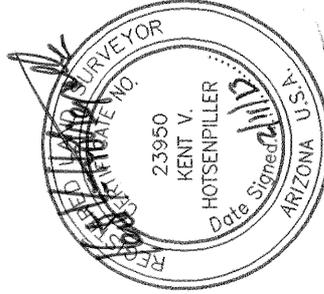
REZONING LEGAL DESCRIPTION
OF

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



Survey was performed in July of 2012.
Information shown hereon is true and correct to the best of my knowledge.



Expires on 3/31/13

DESCRIPTIVE TITLE

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY:

PROJECT NO. 12965

DATE: 2/11/13

Mogollon
ENGINEERING & SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1962, Flagstaff, Az. 86002
Phone: 928-214-2214 • Fax: 928-918-0015

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.



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.

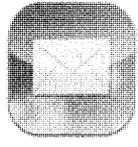
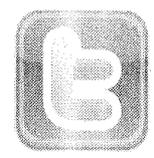
Police interviews with Ford's staffers revealed their concerns about his drug use and drunk driving, with one staffer alleging another saw Ford "impaired, driving very fast," and frightening the female employee who was in the car with him.



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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.

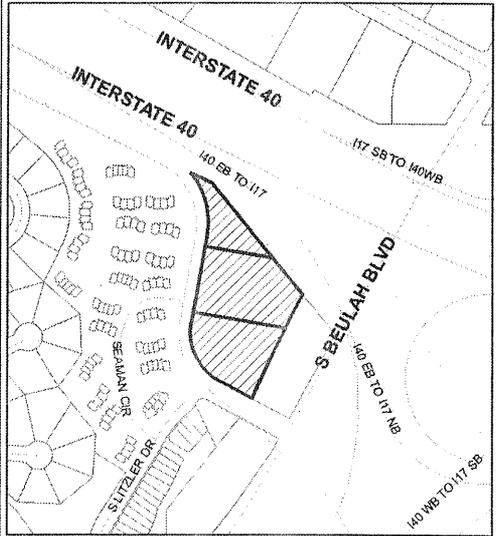
The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

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)



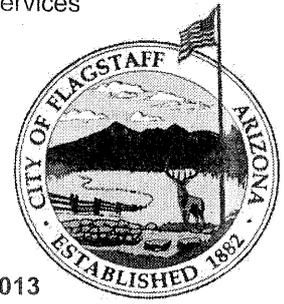
APN: 112-20-013A, 014B, 015B
ACRES: ~4.02



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



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:

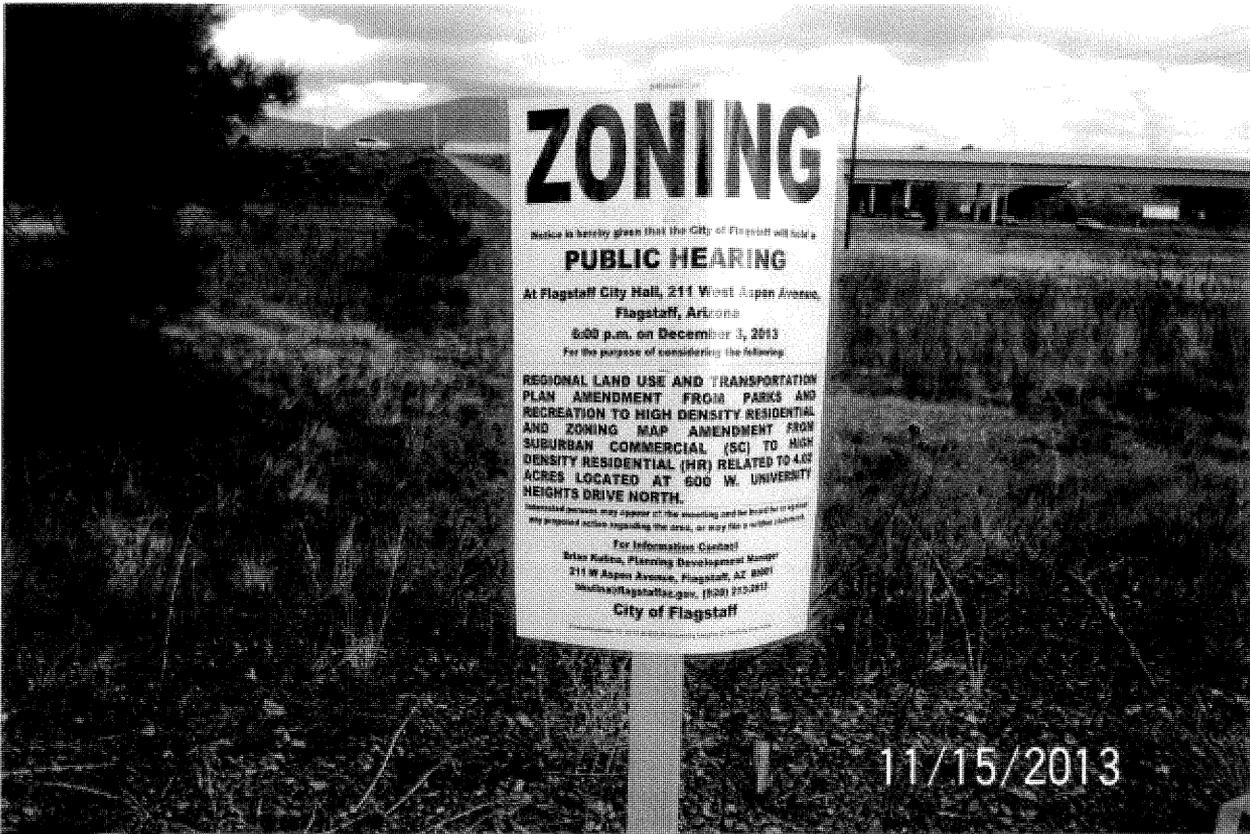
**REGIONAL LAND USE AND TRANSPORTATION
PLAN AMENDMENT FROM PARKS AND
RECREATION TO HIGH DENSITY RESIDENTIAL
AND ZONING MAP AMENDMENT FROM
SUBURBAN COMMERCIAL (SC) TO HIGH
DENSITY RESIDENTIAL (HR) RELATED TO 4.02
ACRES LOCATED AT 600 W. UNIVERSITY
HEIGHTS DRIVE NORTH.**

**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



NOTICE OF PUBLIC HEARINGS

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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.

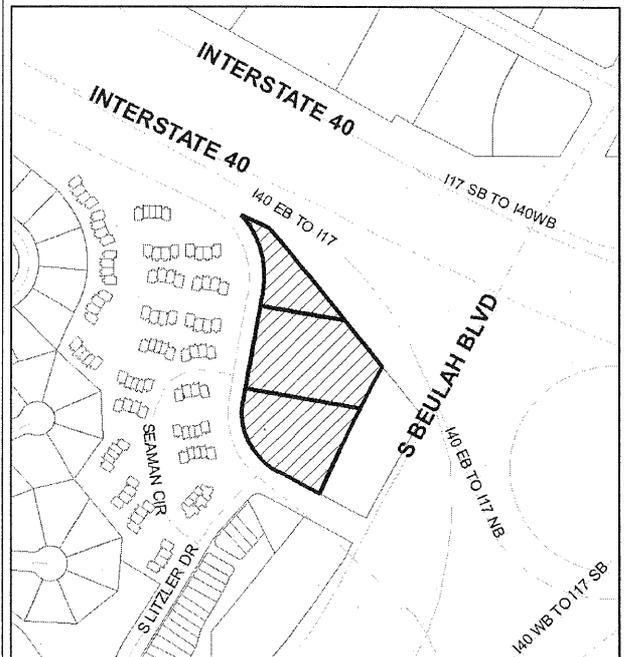
B. General Description of the Affected Area:

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	7583 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263081	ACTON WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGSMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	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	6213 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	CITY OF FLAGSTAFF	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	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.; KRYSSTLE 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	DOMALDSON 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	EVANS BRYAN M & ELLA M	3264 S LITZLER DR	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
11263086	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	HALBIG COLIN M & MARGUERITE D	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263189	HARRINGTON TIMOTHY P CPWROS; HOWARD SHERRILL 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 DTD 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 24-134	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	1615 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 LJT ; 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	REEHNS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	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 LITZLER 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 WEL 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	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11263196	WELLS THEODORE	480 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

PREZ 2013-0002

October 23, 2013

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

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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 $88 \times .27 = 23$ 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

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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

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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.

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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)

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- 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

TREULSIAE



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 9/23/13	Application for Zoning Map Amendment and/or Regional Plan Amendment	File Number DEV12-066
Property Owner(s) Chason Development	Title	Phone 716-833-1000
Mailing Address 105 Affinity Lane		City, State, Zip Buffalo NY 14215
Applicant(s) Mogollon Engineering	Title	Phone 214-0214
Mailing Address P.O. Box 1952		City, State, Zip Flagstaff
Project Representative) Steve Goldstein	Title	Phone 480-481-0600
Mailing Address 5111 N Scottsdale Rd. Suite 160		City, State, Zip Scottsdale
Requested Review <input checked="" type="checkbox"/> Zoning Map Amendment <input checked="" type="checkbox"/> Regional Plan Amendment <input type="checkbox"/> Continued		

Site Address 600 W. 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: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?		

Requested Urban Growth Boundary Change (If Applicable) HR High Density	State Reason for Request To Build Apartments
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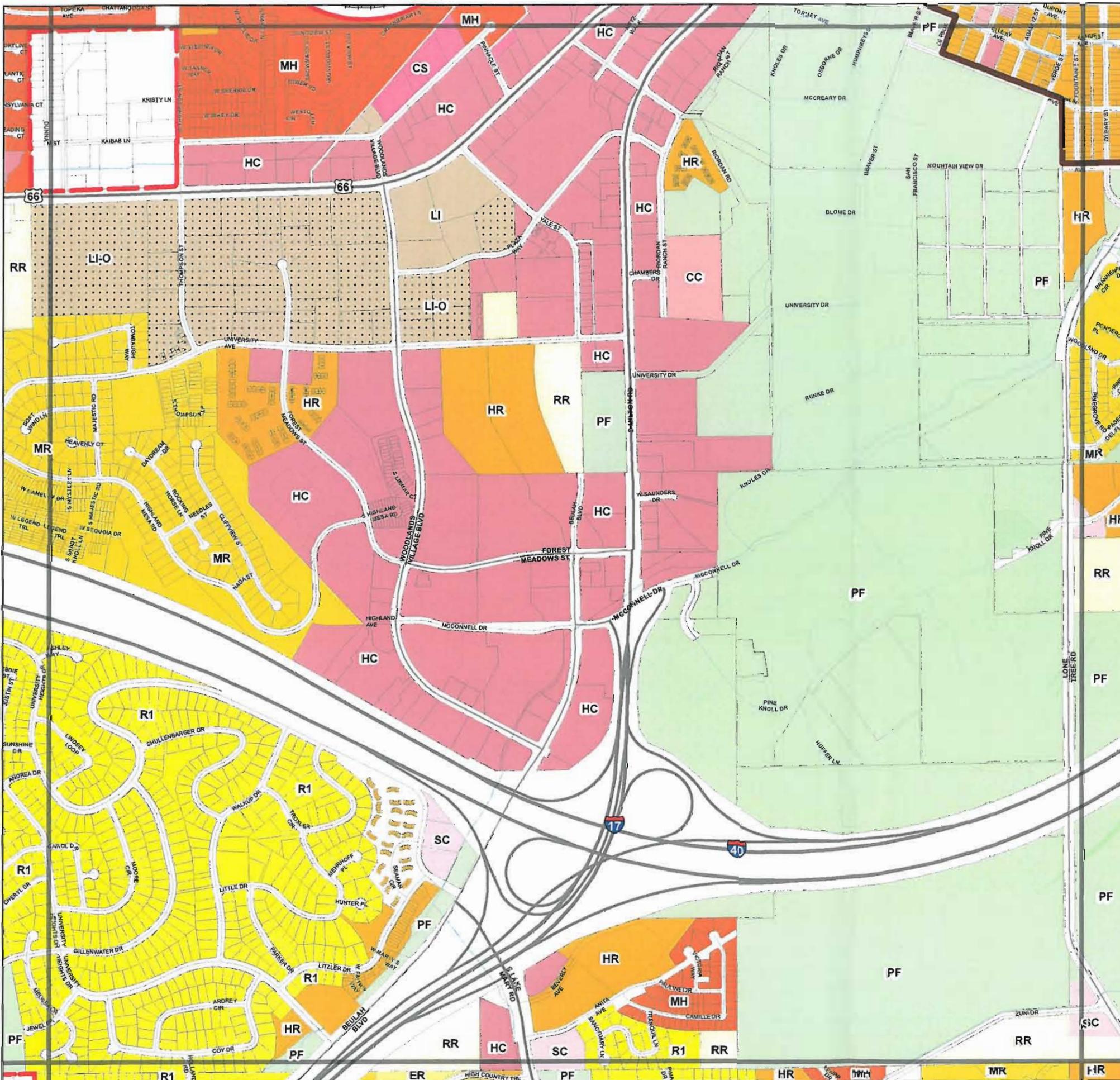
Note:
 Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). **Incomplete submittals will not be scheduled.**

Property Owner Signature(required) <i>[Signature]</i>	Date: 9/23/13	Applicant Signature <i>[Signature]</i>	Date: 9/23/13
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For City Use			
Date Filed: 9-24-13	File Number(s): PREZ 20130002 -PGM 9 20130001	Type of Zoning Map Amendment: <input type="checkbox"/> Small-scale <input type="checkbox"/> Medium-scale <input checked="" type="checkbox"/> Large-scale	
P & Z Hearing Date: 10/23/13	Publication and Posting Date: 10/14/13		
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:		
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Continued	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
Staff Assignments	Planning KUCINA	Engineering G. MILLER	Fire M. STREET	Public Works/Utilities DAVIS	Stormwater 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:

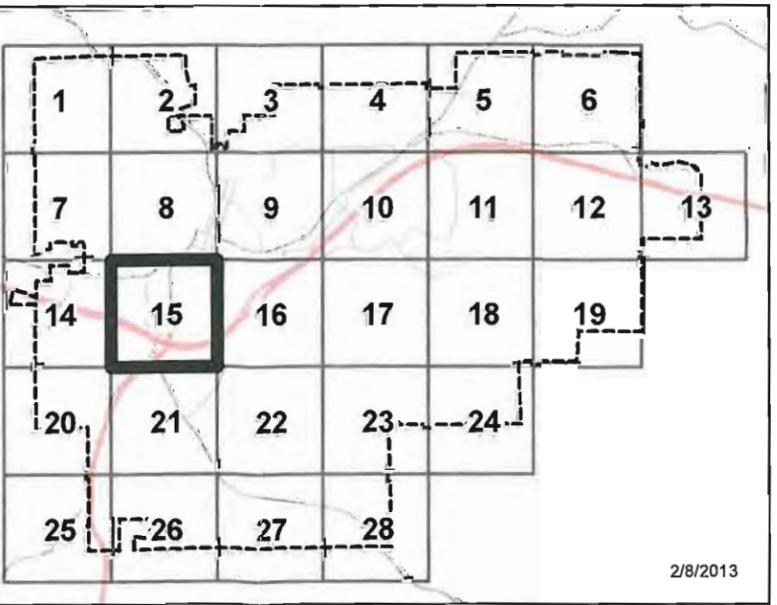
- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

Other Symbols:

- 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.



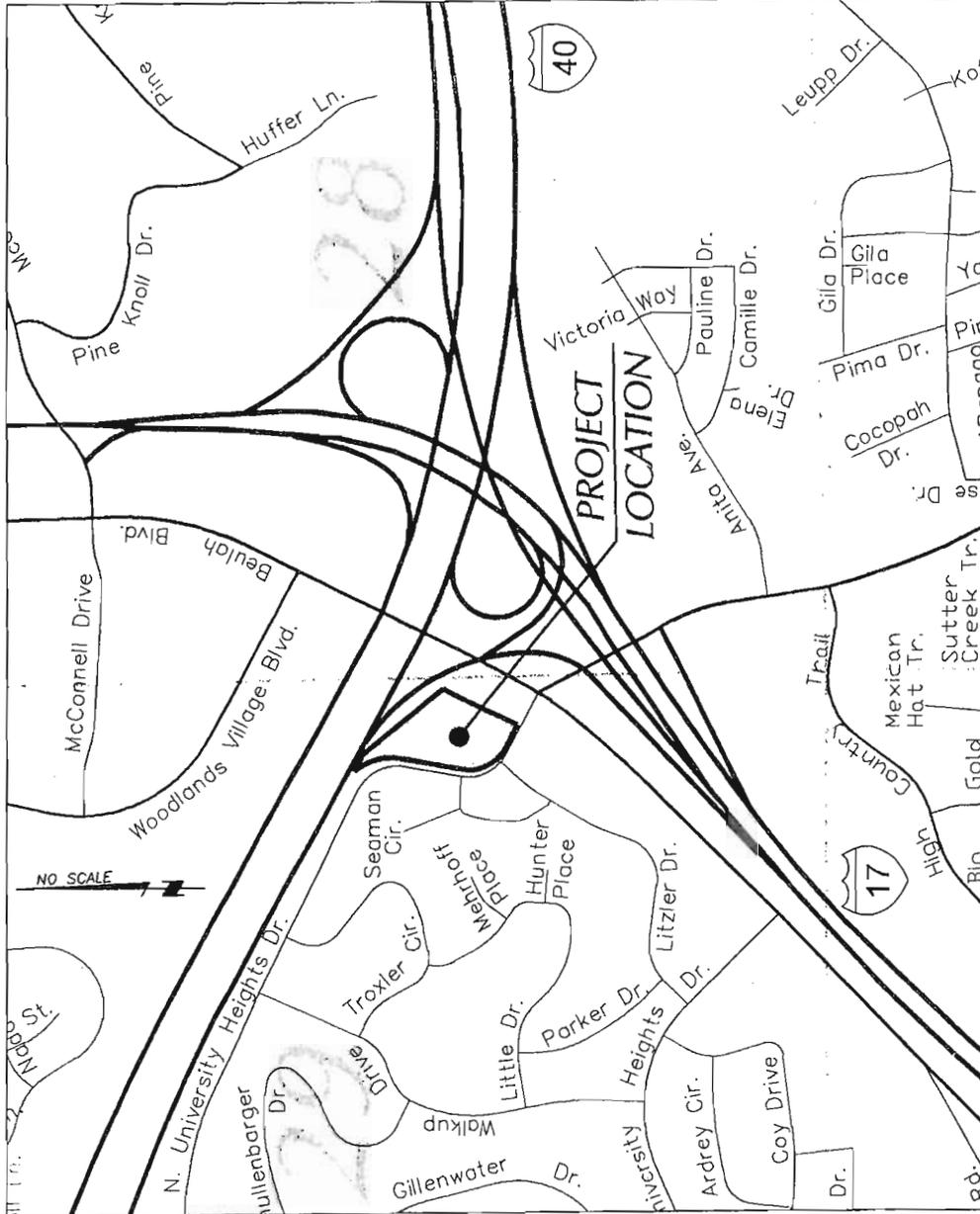
REZONING VICINITY MAP FOR

TRAILSIDE APARTMENTS

PORCTIONS 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



Expires on 3/31/12



Mogollon
ENGINEERING & SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1462, Flagstaff, Az. 86002
Phone: 928-244-0214 • Fax: 928-913-0015

HORIZONTAL SCALE:
VERTICAL SCALE:
DESIGNED/DRAWN BY: kvh
PROJECT NO. 12965
DATE: 3/20/13

VICINITY MAP
TRAILSIDE APARTMENTS
REZONING

Application for Zoning Map Amendment and Regional Plan Amendment

Trailside MAR LLC

Page 2, Paragraph Number 3

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 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."

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:

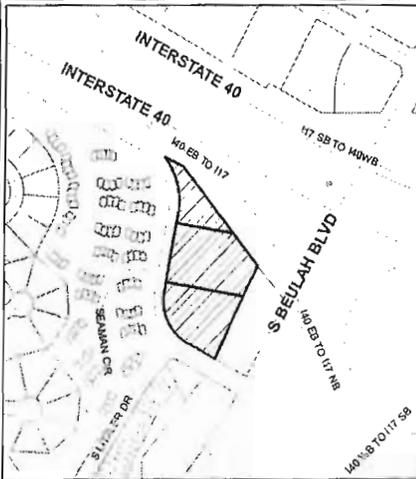
Approximately 4.02 acres located at 600 W University Heights Dr N, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

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 I

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



NOTICE OF PUBLIC HEARINGS

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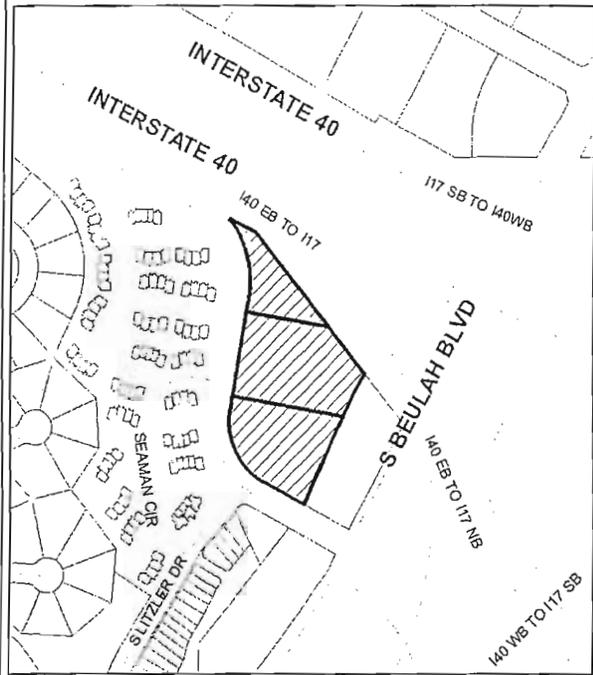
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*The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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



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
11263098	ACTION WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	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 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059	CAIN KAITLIN	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11219010C	CITY OF FLAGSTAFF	4532 W COMMONWEALTH PL	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	CITY OF FLAGSTAFF	3200 LITZLER DR 10-140	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263058	CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHANNON JT	4158 E FLOWER CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079	COLLINS JOSHUA DOUGLAS	3200 S LITZLER DR APT 11-249	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105	COOPER FRANK L & WINNIE L CPWROS	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098	DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099	DEDMON ERIC JT ; KRYSSTLE FREEMAN JT	1400 W MELISSA DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204	DENHAM KYLE	4355 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187	DERIEUX NICHOLAS A & CORRIEN CPWROS	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094	DONALDSON RACHEL	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159	DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263097	EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257037	EVANS BRYAN M & ELLA M	474 PLAT RD	COLEGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263102	FINE DEBORAH M	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096	FLEMING WILLIAM A & VIOLA	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086	GARCIA IESHUA DAVID G	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085	GARN STEVE L & MELANIE PANLA	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066	GERLAK ROBERT J & JANNA M CPWROS	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170	GINTHER BRYAN D	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205	GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089	GOLDBERG MARC & SYLVIA TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053	GRASSER PAUL R & ANNE M CPWROS	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054	GRASSER PAUL R & ANNE M CPWROS	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11263104	GREEN LIGHT INVESTMENTS LLC	2665 W INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257040	HALBIG COLIN M & MARGUERITE D	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263189	HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168	HEAL PROPERTIES LLC	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080	HEITLAND ANN RAE	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172	HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	3200 S LITZLER DR 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207	HISER BOB & DONNETTA	3200 S LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203	IMAM SYED AHSAN	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083	JACOBS JONATHAN J	10317 WARRENS WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185	JDS EST III LLC	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175	JIBRI LLC	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073	KELLAR ROBERT PHILIP & MYONG S	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162	KING DAVID	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074	KINNEY KAREN ELIZABETH	1051 N BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076	LAPENTA ZACHARY T	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175	LEE LANA A	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065	LEE MARGARET M JT ; JAMIS ANTHONY JT	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171	LIANG-DEMIGUEL BERNADETTE	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100	LITZLER LLC	7572 E BUTEO DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161	MCDERMOTT/ZICKERMAN LLC	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106	MCDONALD JOSEPH D & RACHAEL L			
11263160	MCVEY STEVE & LINDA CPWROS			
11263088	MILLER FAMILY LIVING TRUST DTD 4-27-10			

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 RUSSELL 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	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85581	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 LITZLER 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	1455 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	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263196	WELLS THEODORE	430 EAST ST	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11265082	WHITE JANET LEE	3200 S LITZLER DR NO 10-143	PITTSFORD, NY 14534	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



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,

A handwritten signature in dark ink, appearing to read "Michael R. Savoy". The signature is written in a cursive, flowing style.

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 in 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

Trailside MAR LLC

Mayor

By: _____
Its: _____

Attest:

City Clerk

Approved as to form:

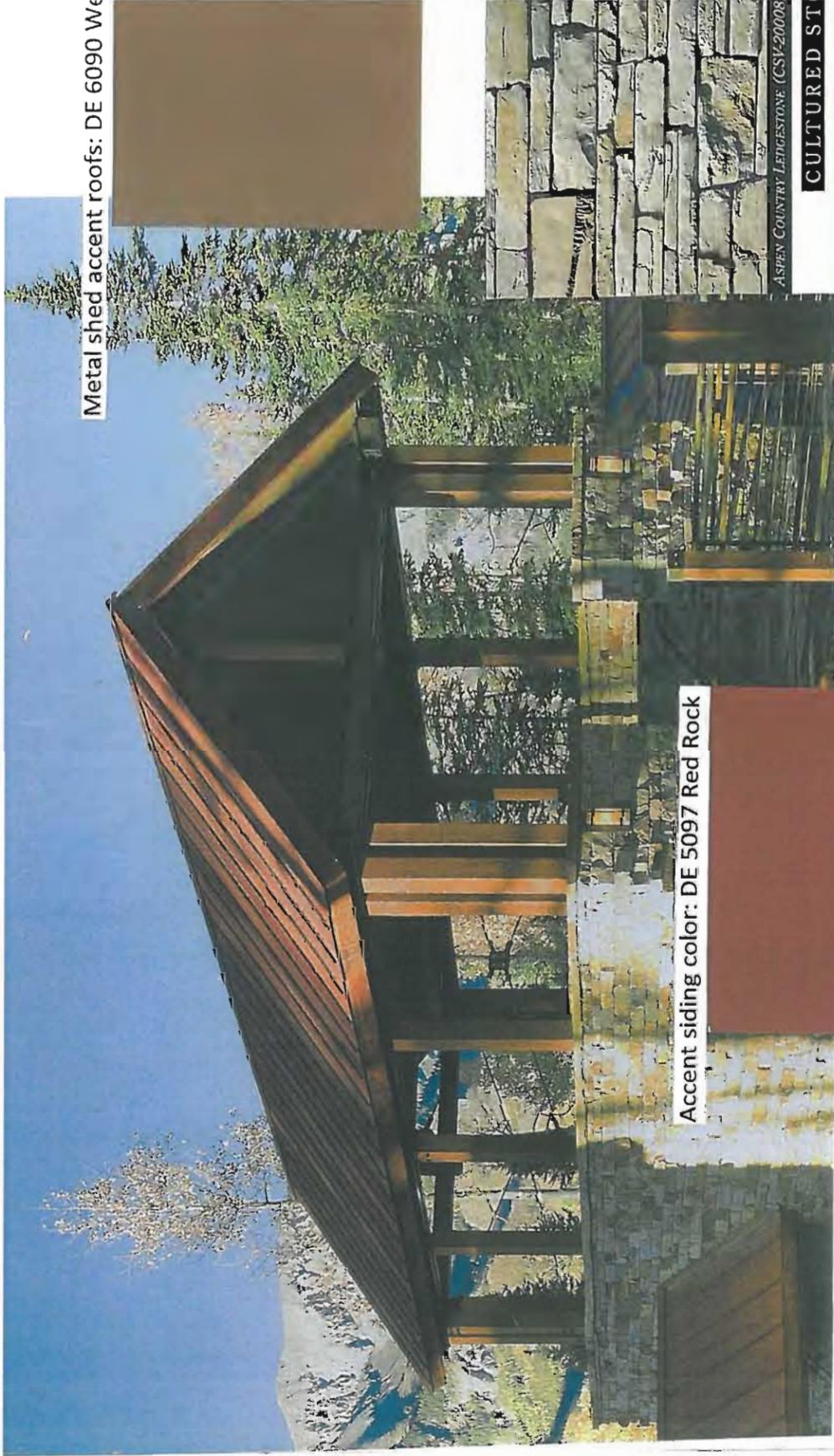
City Attorney

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: _____



Metal shed accent roofs: DE 6090 Western Red

Accent siding color: DE 5097 Red Rock

Siding body colors:

DE 6243 Union Springs

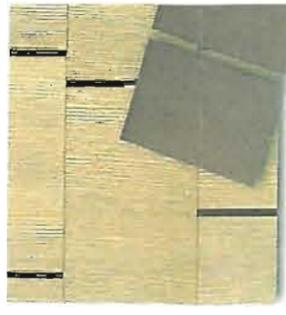
DE 6123 Trail Dust

DE 6192 Nomadic Taupe

Metal Guardrail: DE 6090 Western Red

ASPEN COUNTRY LEICESTONE (CSI-20008)
CULTURED ST

Hardishingle® Siding



Individual Shingles

Hardipanel® Vertical Siding



Cedarmill®

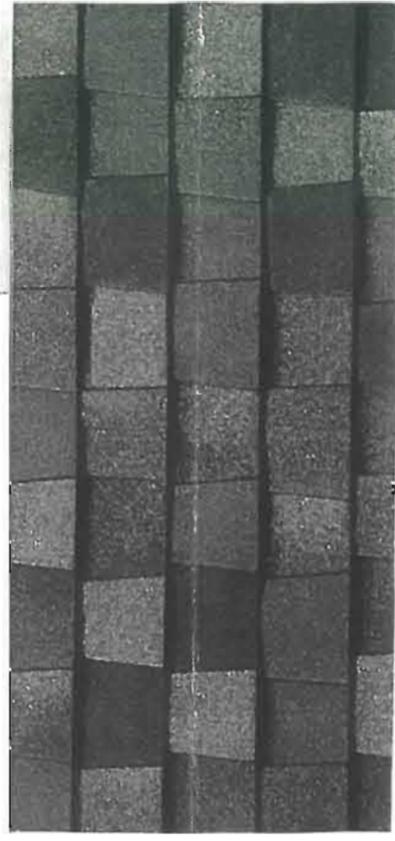
SPECIFICATIONS

Cedarmill Panels

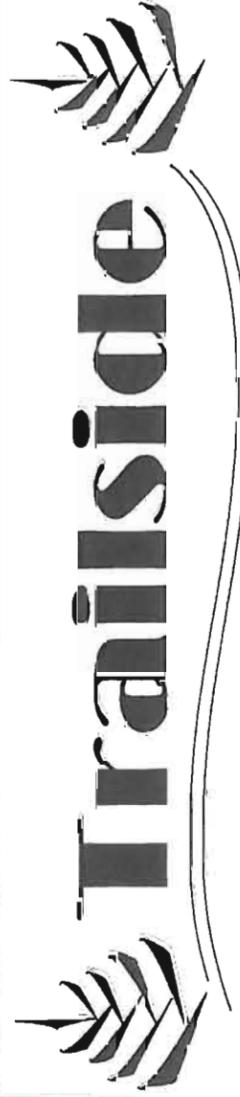
Thickness

Weight

Sizes



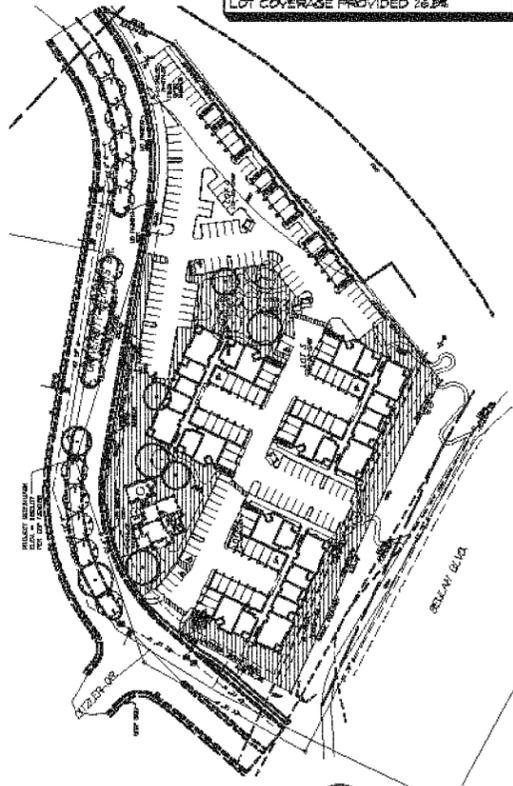
Roof Shingles: Certainteed Shadow Ridge Series: Mountain



Colors and Materials

L.R. Niemiec Architects/Planners
8585 EAST HARTFORD DRIVE
SCOTTSDALE, ARIZONA

OPEN SPACE REQUIRED = 26,261 SF (19%)
 OPEN SPACE PROVIDED = 49,184 SF (28%)
 MAX. LOT COVERAGE ALLOWABLE 80%
 LOT COVERAGE PROVIDED 76.2%



OPEN SPACE
 SCALE: 1"=100'0"

PROJECT OWNER/DEVELOPER

MARK CHASON
 CHASON DEVELOPMENT
 105 AFFINITY LANE
 BUFFALO, NY 14218

PROJECT ARCHITECT

L.R. 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 AC NET ACRES
 EXISTING ZONING: HC PROPOSED ZONING: HR
 DENSITY: 27.61 DU/NET ACRE (11) TOTAL UNITS

TOTAL UNIT MIX (ALL BUILDINGS 2-STORY & 3-STORY)						
TYPE	MARKET RATE QUANTITY	AFFORDABLE QUANTITY	%	GROSS	BALCONY SF	* GROSS SF
CARRIAGE (1 BED 1 BATH)	2	1	1	662		1,944
STUDIO	2	1	0	463		4,167
A1 (1 BED 1 BATH)	39	3	38	580		24,444
B1 (2 BED 2 BATH)	26	2	27	938		28,140
B2 (2 BED 2 BATH)	18	1	19	1,066		20,388
TOTALS	98	12	102			85,665

ATTACHED GARAGES (66) IN 38-FLEX + (8) IN CARRIAGE BLDG = 76 (62.5%)
 * DIRECT ACCESS GARAGE
 △ GROUND FLOOR UNITS (6) HAVE DIRECT ACCESS GARAGE

CORRIDORS	GROSS SF
1ST FLOOR	1,826
2ND FLOOR	1,788
3RD FLOOR	1,788
BALCONIES	6,389
TOTAL	34,368 SF

COMMON AREAS	
TYPE	GROSS SF
CLUBHOUSE/OFFICE	2,125
CABANA	648
TOTAL COMMON AREAS	2,773

SUMMARY OF TOTAL BUILDINGS	
	GROSS SF
APARTMENTS	85,665
GARAGES	18,288
CORRIDORS/BALCONIES	34,368
COMMON AREAS	2,773
TOTALS	141,100 SF

AFFORDABLE INCENTIVES PROPOSED:
 A. DENSITY BONUS
 B. RESOURCE PROTECTION REDUCTION
 C. 10% LANDSCAPE STANDARD REDUCTION

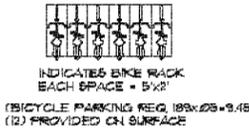
APN 12-20-013A
 APN 12-20-014B
 APN 12-20-015C

PARKING CALCULATIONS

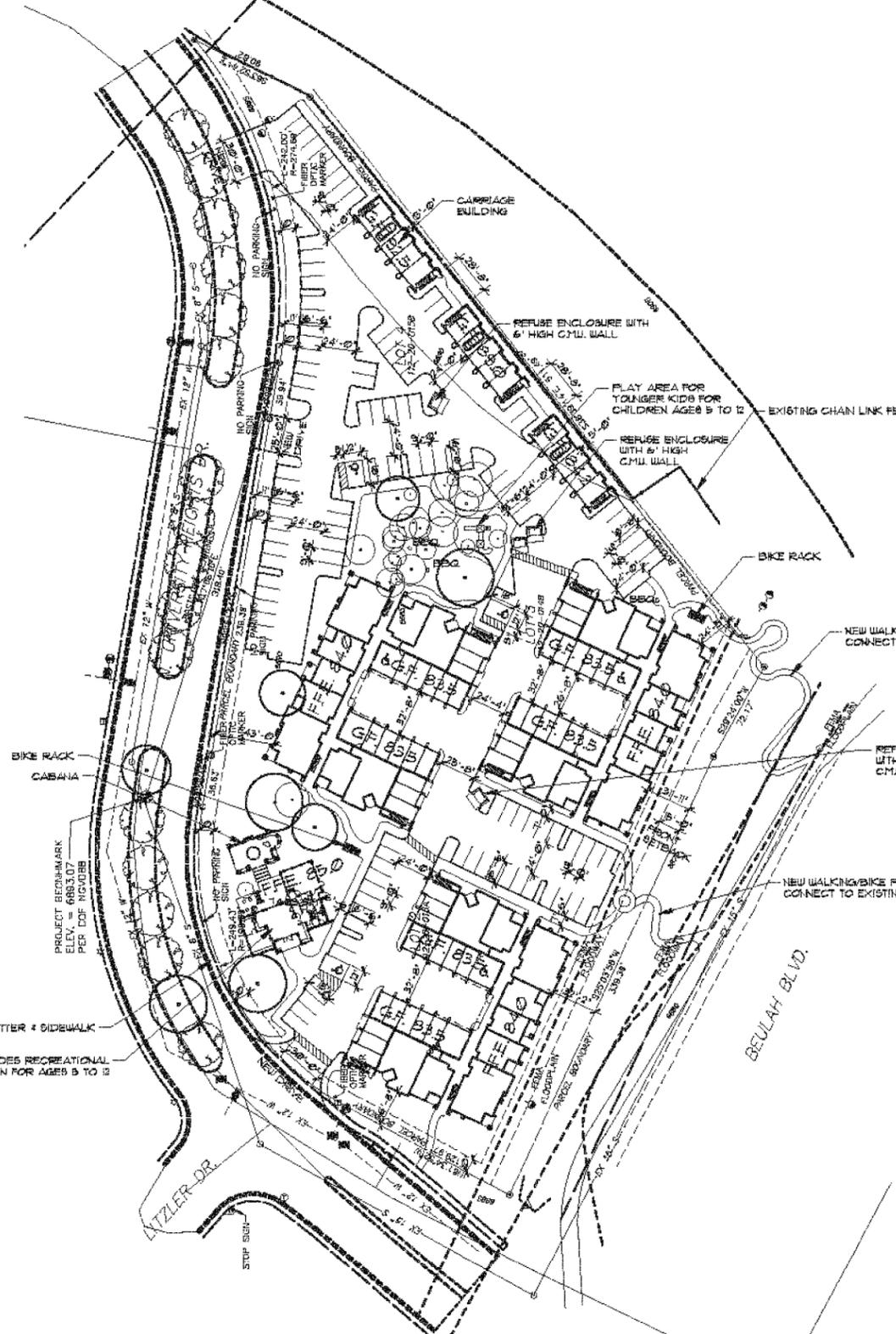
MARKET RATE PARKING:
 CARRIAGE - (2) x 18 = 36
 STUDIO - (2) x 125 = 250
 A1 - (42) x 15 = 630
 B1 - (30) x 225 = 6750
 B2 - (18) x 225 = 4050
 REQUIRED = 20025 SPACES

TOTAL REQUIRED = 200 SPACES
 TOTAL PARKING PROVIDED = 109 SPACES
 (BUS SERVICE AREA IS ALLOWED A REDUCTION OF 5% USE 55% REDUCTION OR 11 PARKING SPACES) 200 SPACES - 1 SPACES = 199 SPACES

PARKING PROVIDED:
 78 GARAGE + 14 SURFACE = 92 SPACES/11 UNITS = 170 SPACES PER UNIT
 (1 OF THE PARKING SPACES SHALL BE ACCESSIBLE)



NOTE:
 AT LEAST 2% OF THE UNITS, BUT NO LESS THAN ONE SHALL BE A TYPE 'A1' UNIT, THESE UNITS MUST BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.



SITE PLAN
 SCALE: 1"=50'0"



VICINITY MAP

Site Plan
 Scale: 1" = 50'0"

PROPOSED ADDRESS
 600 W. UNIVERSITY HEIGHTS DRIVE

Flagstaff, AZ.

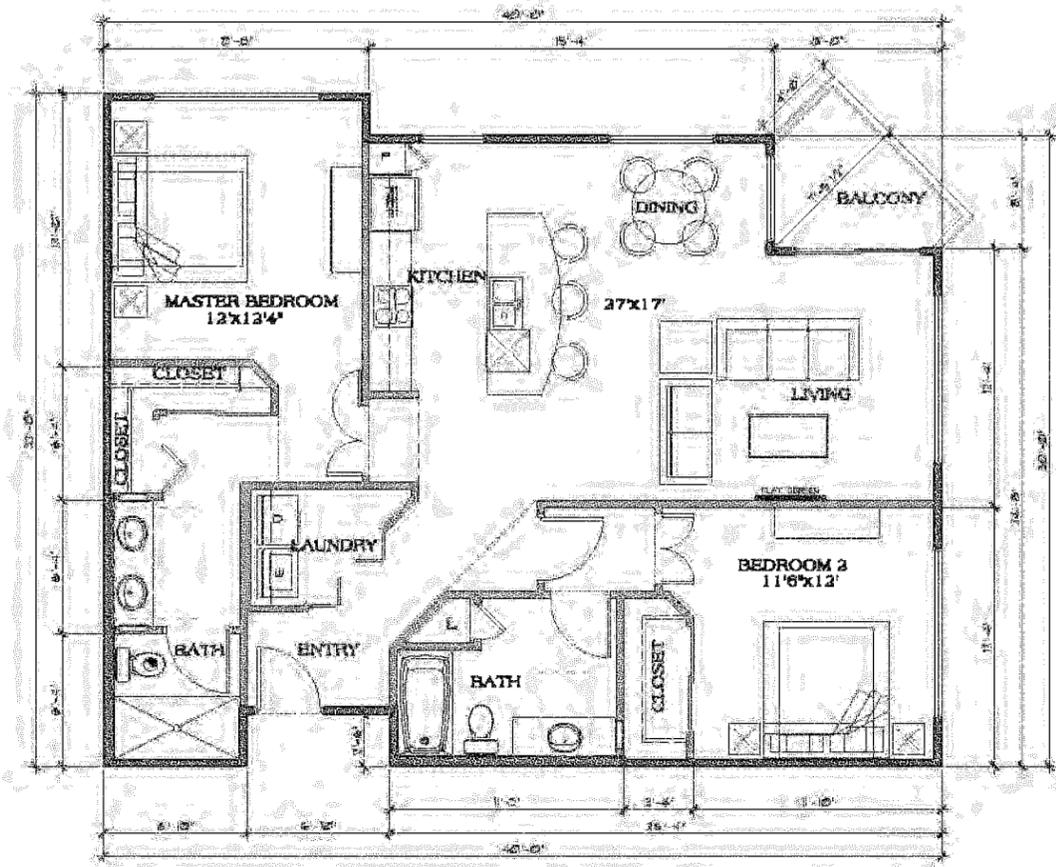
AS-1

Contractor must verify all dimensions of project before proceeding with this project. The architect is not responsible for the accuracy of the information provided in this plan. The architect is not responsible for the accuracy of the information provided in this plan. The architect is not responsible for the accuracy of the information provided in this plan.



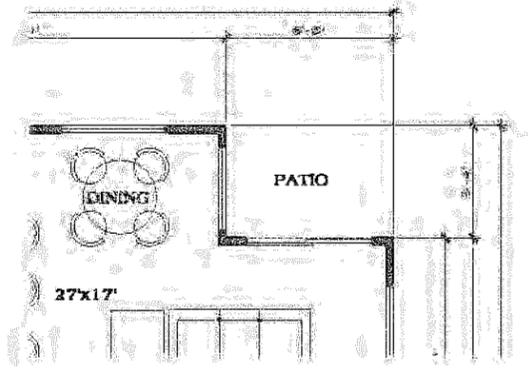
L.R. Niemiec Architects
 L.R. NIEMIEC ARCHITECTS/PLANNERS, INC. • 8585 EAST HARTFORD DRIVE, SUITE 115 • SCOTTSDALE, ARIZONA 85255 • (480) 998-7576



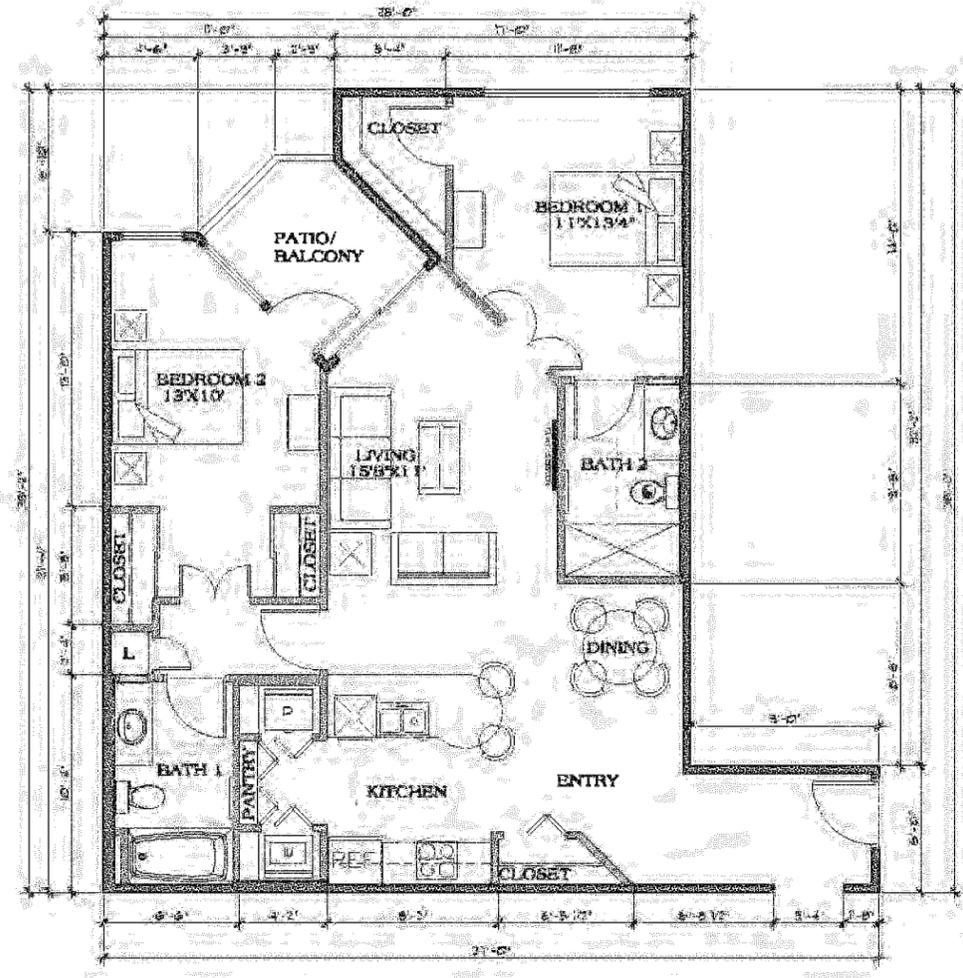


UNIT B2
 AREA = 1188 SF

Scale: 1/4" = 1'-0"

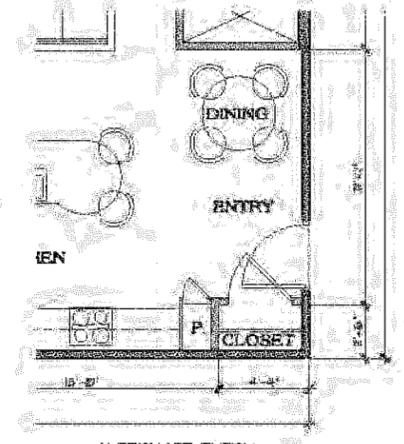


ALTERNATE PATIO
 LOCATED ON GROUND FLOOR



UNIT B1
 AREA = 819 SF

Scale: 1/4" = 1'-0"



ALTERNATE ENTRY
 WHERE OCCURS

Unit Plans
 Scale: 1/4" = 1'-0"

PROPOSED ADDRESS
 600 W. UNIVERSITY
 HEIGHTS DRIVE

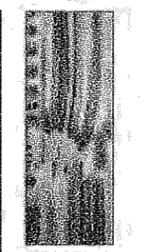
Flagstaff, AZ.

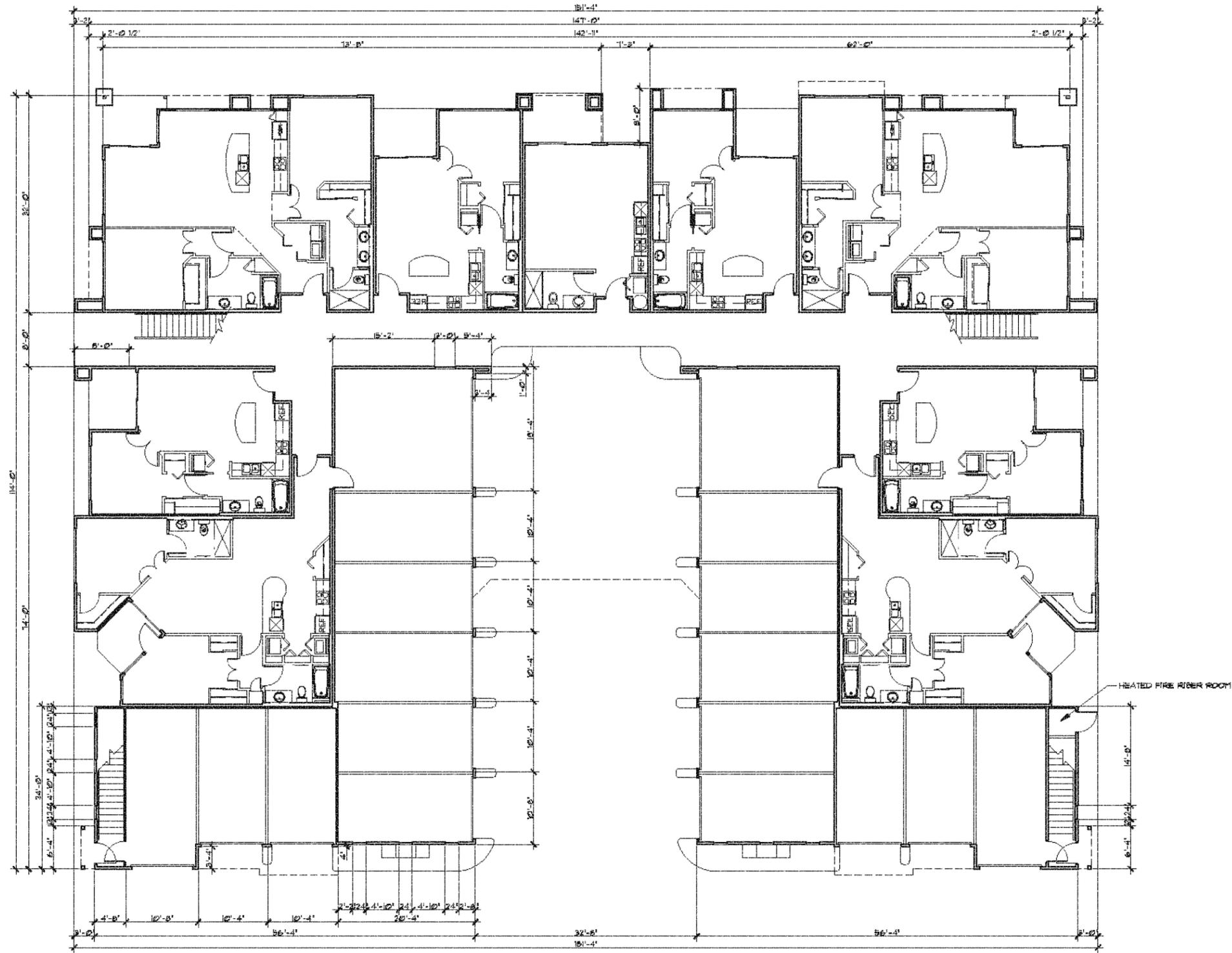


Contractor must verify all dimensions of project before proceeding with this project. The architect is not responsible for the accuracy of the contractor's measurements or instruments of service and shall remain the property of the architect whether the project for which they are made is evaluated or not. The architect is not responsible for the accuracy of the contractor's other projects or obligations to this project or for completion of this project by others except by the expressed written permission of the Architect.
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○ BUILDING #1 GROUND FLOOR
Scale: 1/8" = 1'-0"

UNIT COUNT	
STUDIO	
A1	4
B1	2
B2	2
TOTAL THIS FLOOR	8

Contractor must verify all dimensions of project before proceeding with this project. The architect shall not be responsible for any errors or omissions in the drawings or specifications or instruments of service and shall remain the property of the architect whether the project for which they are made is executed or not. The architect shall not be responsible for any errors or omissions in any other projects 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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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'-0"

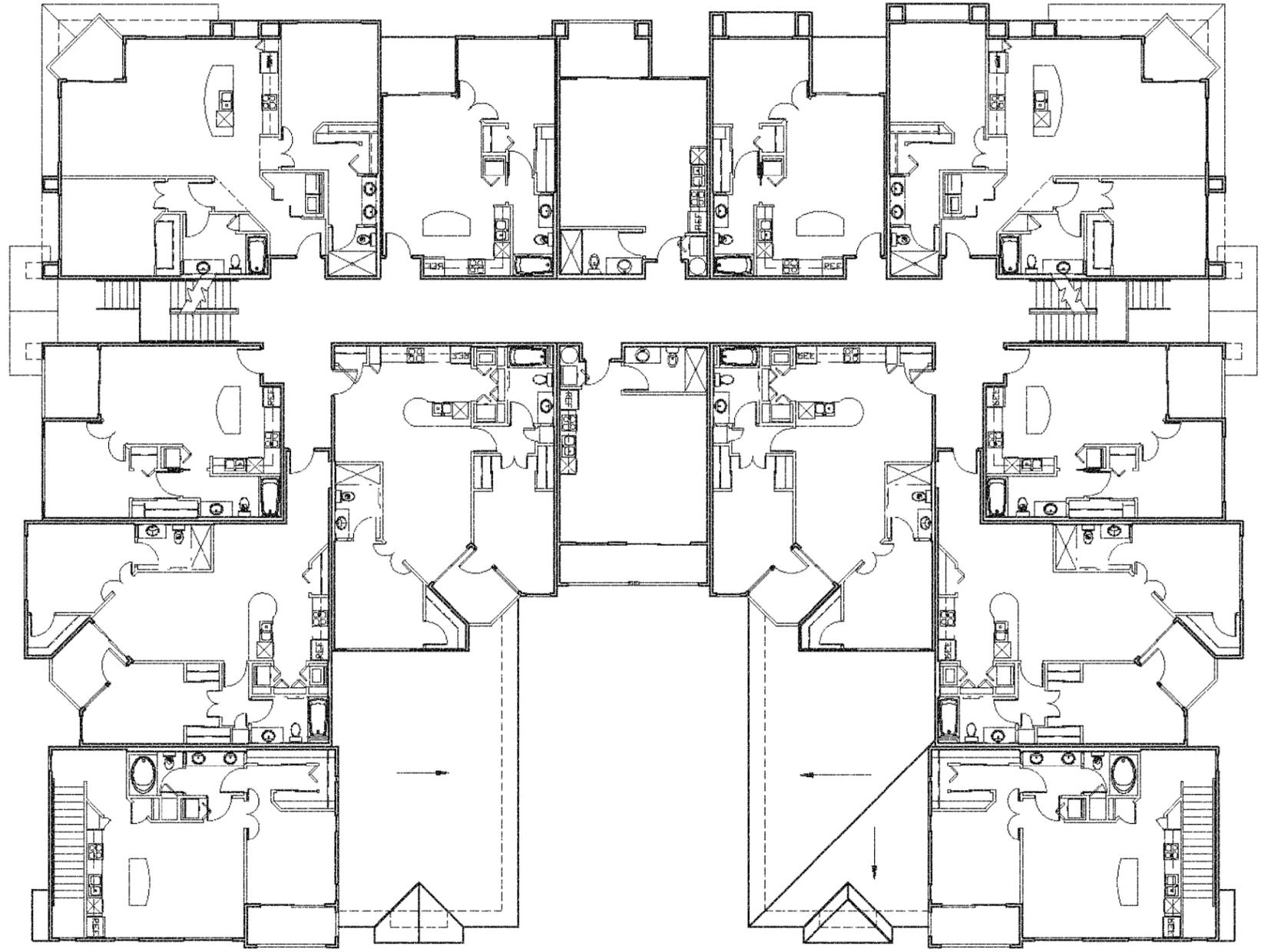
DATE: 11/15/13
DRAWN BY: L. NIEMIEC
CHECKED BY: L. NIEMIEC
DATE: 11/15/13

A-4



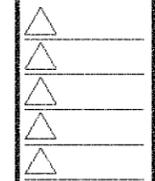
L.R. Niemiec Architects
L.R. NIEMIEC ARCHITECTS/PLANNERS, INC. • 8565 EAST HARTFORD DRIVE, SUITE 115 • SCOTTSDALE, ARIZONA 85255 • (480) 998-7576





○ BUILDING #1 SECOND FLOOR
Scale: 1/8" = 1'-0"

UNIT COUNT	
STUDIO	2
CARRIAGE	2
A1	4
B1	2
B2	4
TOTAL THIS FLOOR	14



Contractor must verify all dimensions of project before proceeding with this project. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service and shall remain the property of the architect. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service and shall remain the property of the architect. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service and shall remain the property of the architect. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service and shall remain the property of the architect.



PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'-0"

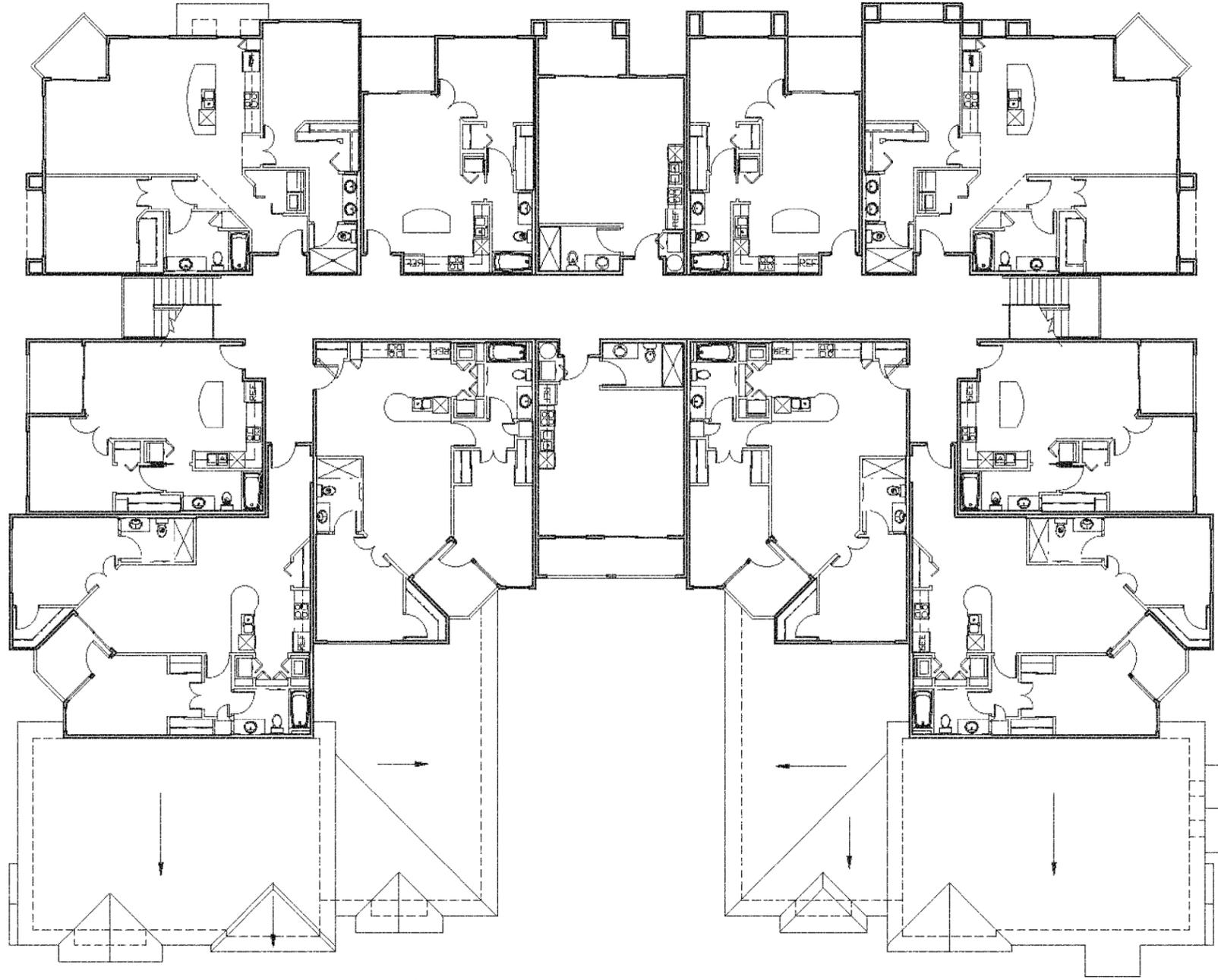
DATE: 1-16-2013

A-5



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○ BUILDING #1 THIRD FLOOR
Scale: 1/8" = 1'-0"

UNIT COUNT	
STUDIO	2
A1	4
B1	2
B2	4
TOTAL THIS FLOOR	12

Contractor must verify all dimensions of project before proceeding with this project. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service and shall remain the property of the architect. The architect is not responsible for any errors or omissions in the drawings or specifications or instruments of service or for any other projects 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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HEIGHTS DRIVE

Flagstaff, AZ.

Bldg. Plans
Scale: 1/8" = 1'-0"

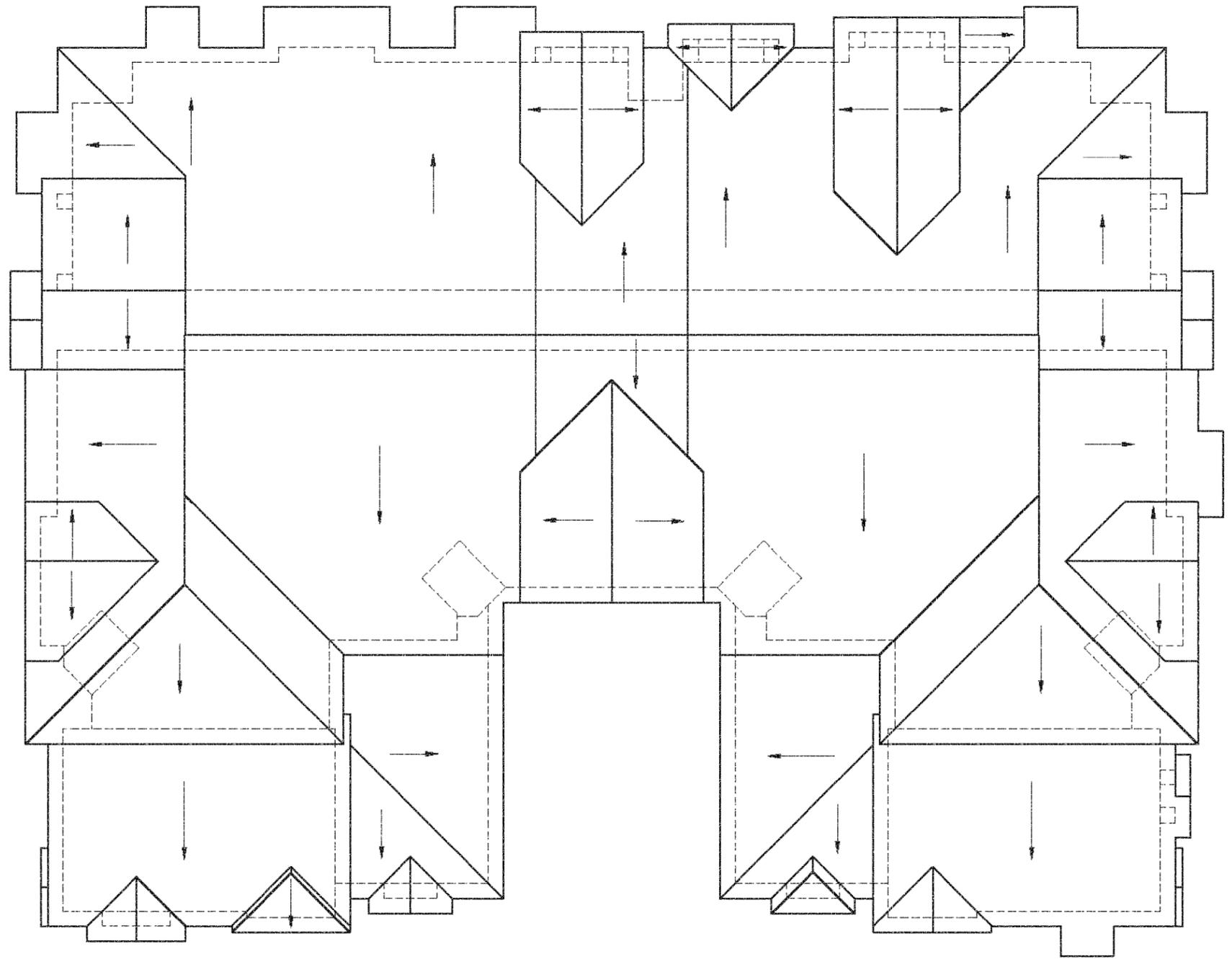
DATE: 1-16-2013

A-6



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○ BUILDING #1 ROOF PLAN
Scale: 1/8" = 1'-0"

Bidg. Plans
 Scale: 1/8" = 1'-0"
 PROPOSED ADDRESS
 600 W. UNIVERSITY
 HEIGHTS DRIVE
 Flagstaff, AZ.
 A-7

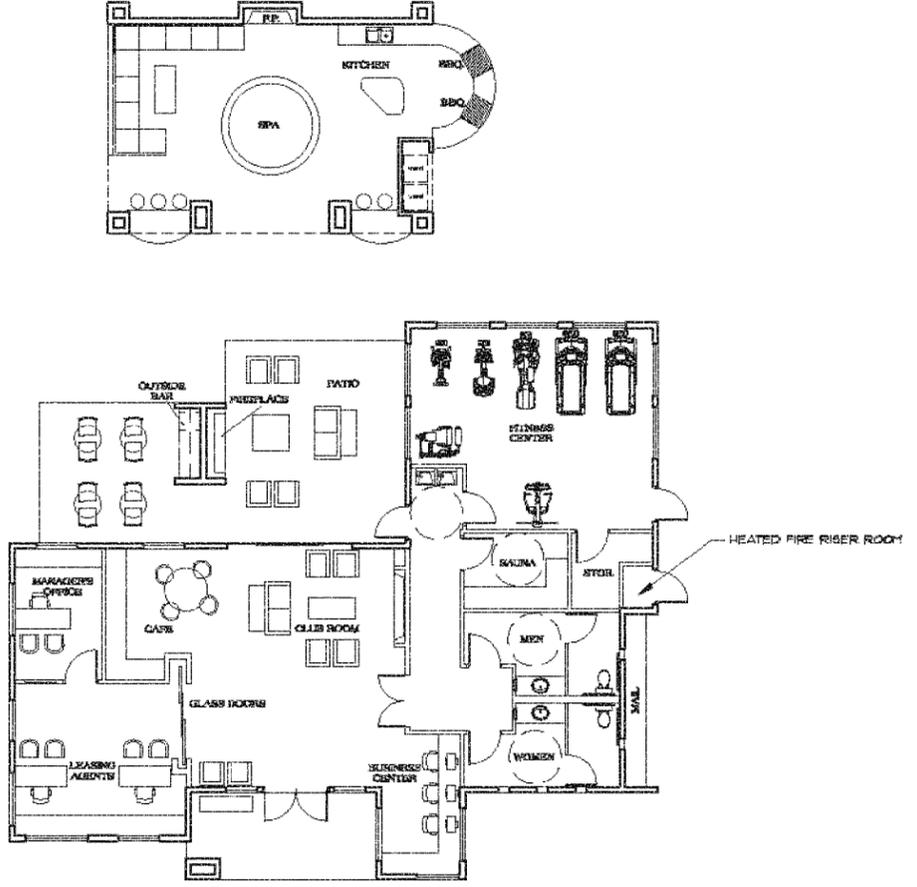


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CLUBHOUSE & CABANA
 CLUBHOUSE GROSS = 2,072 SF.
 CABANA GROSS = 681 SF.
 Scale: 1/8" = 1'-0"

	▲
	▲
	▲
	▲
	▲

Contractor must verify all dimensions of project before proceeding with this work. The architect is not responsible for any errors or omissions in the drawings. The architect's responsibility is limited to the design and construction of the building. The architect shall not be responsible for any other aspects of the project, including but not limited to, the design and construction of any other building or structure.



PROPOSED ADDRESS
 600 W. UNIVERSITY
 HEIGHTS DRIVE
 Flagstaff, AZ.

Bldg. Plans
 Scale: 1/8" = 1'-0"

DATE: 11/01/13
 SHEET: A-8

A-8



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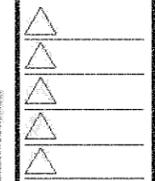




FRONT/STREET ELEVATION
Scale: 3/16" = 1'-0"



LEFT SIDE ELEVATION
Scale: 3/16" = 1'-0"



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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE
Flagstaff, AZ.

ELEVATIONS
Scale: 3/16" = 1'-0"

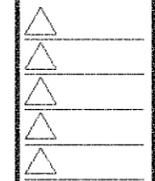
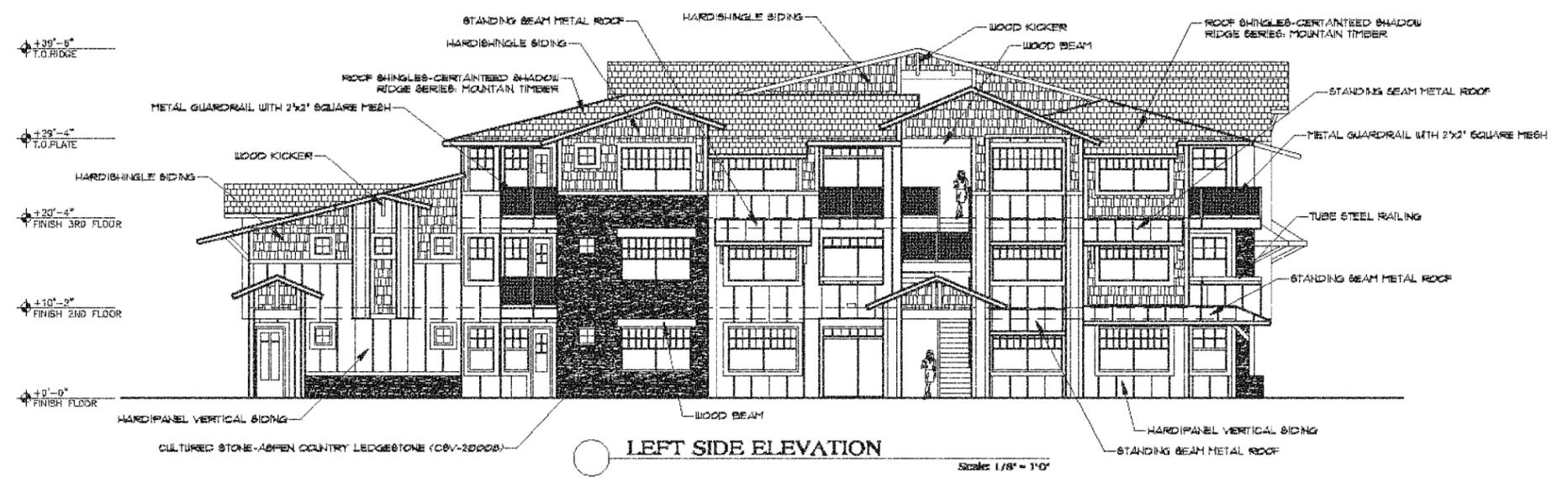
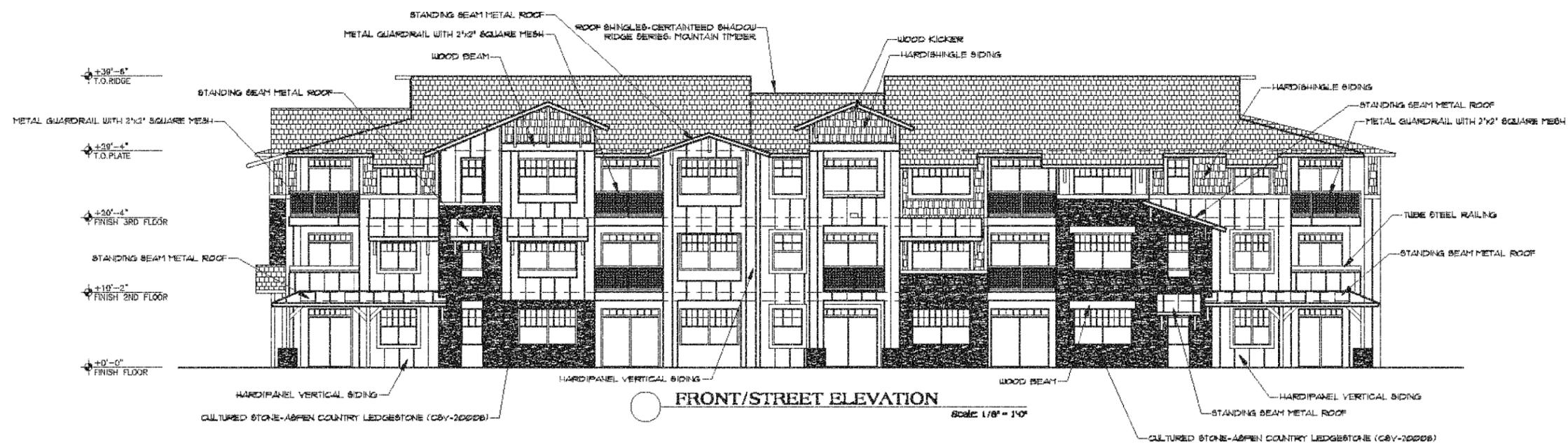
DATE: 11/17/13
DRAWN BY: [illegible]
CHECKED BY: [illegible]

A-9



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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE

Flagstaff, AZ.

ELEVATIONS
Scale: 1/8" = 1'-0"

DATE: 1-16-2013

A9.1



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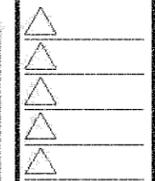




REAR ELEVATION
Scale: 3/16" = 1'-0"



RIGHT SIDE ELEVATION
Scale: 3/16" = 1'-0"



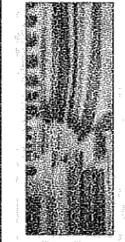
Contractor must verify all dimensions of project before proceeding with this drawing. The architect is not responsible for any errors or omissions in the drawings. The drawings & specifications are instruments of service and shall remain the property of the architect whether the project for which they are made is awarded or not. The architect shall not be held responsible for any errors or omissions in any other projects 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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PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE
Flagstaff, AZ.

ELEVATIONS
Scale: 3/16" = 1'-0"

A-10



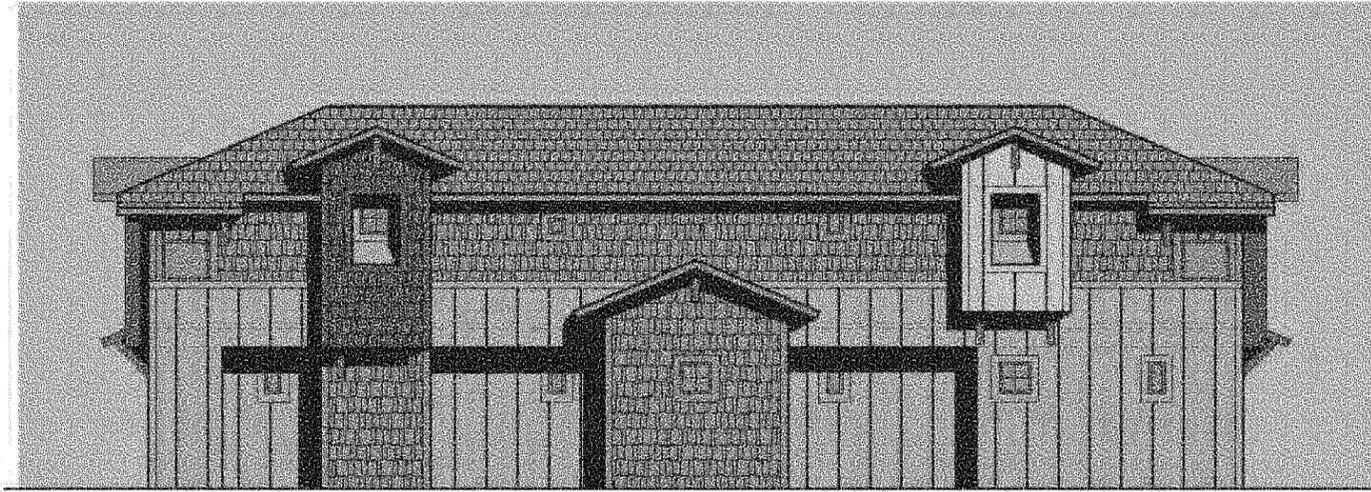
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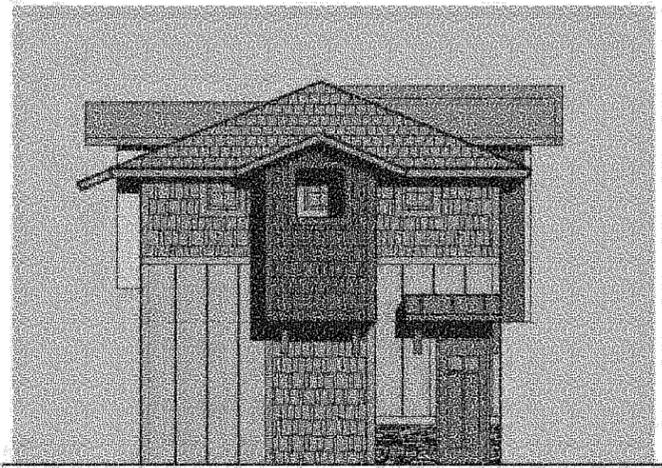
FRONT ELEVATION

Scale: 3/16" = 1'-0"



REAR ELEVATION

Scale: 3/16" = 1'-0"



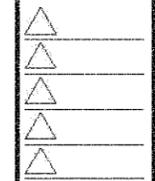
LEFT SIDE ELEVATION

Scale: 3/16" = 1'-0"



RIGHT SIDE ELEVATION

Scale: 3/16" = 1'-0"



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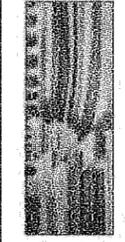


PROPOSED ADDRESS
600 W. UNIVERSITY
HEIGHTS DRIVE
Flagstaff, AZ.

ELEVATIONS
Scale: 3/16" = 1'-0"

DATE: 11/14/12
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CHECKED BY: [illegible]

A-11

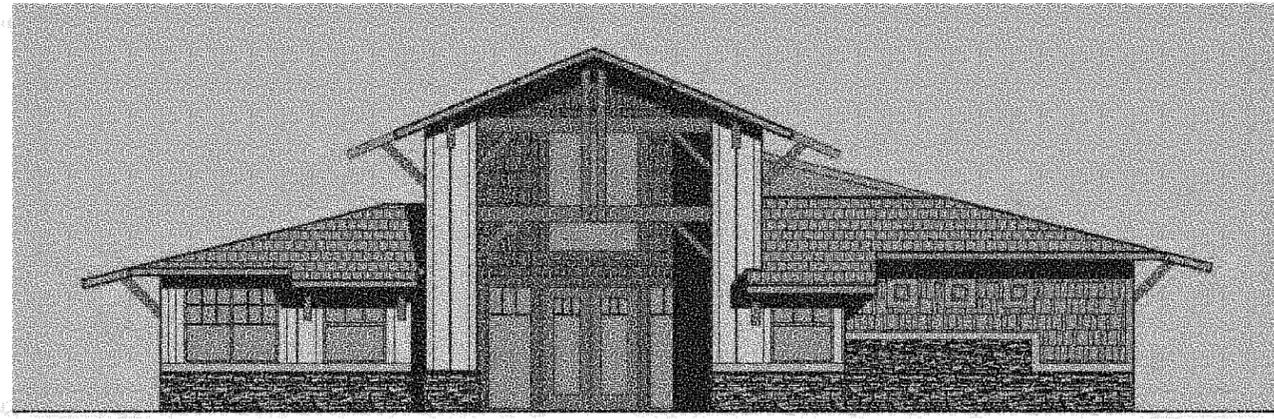


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CLUBHOUSE REAR ELEVATION
Scale: 3/16" = 1'-0"



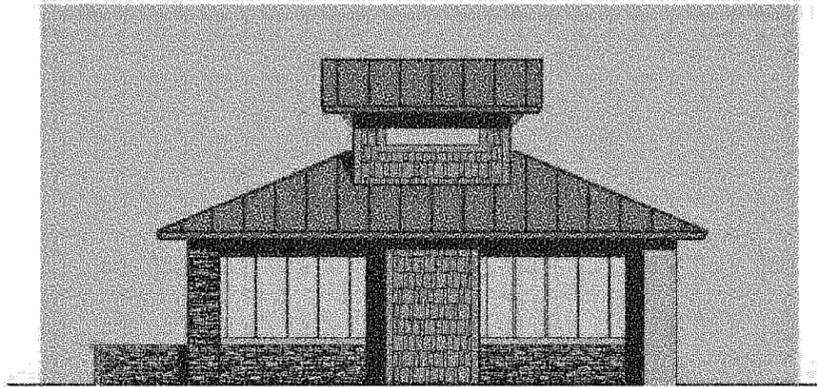
CLUBHOUSE FRONT ELEVATION
Scale: 3/16" = 1'-0"



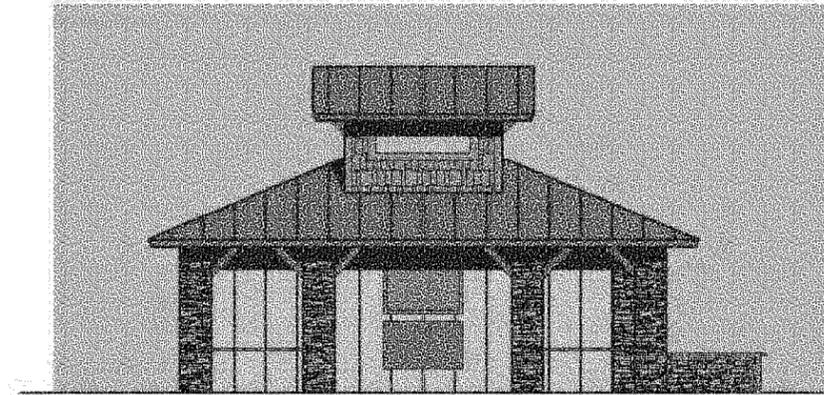
CLUBHOUSE LEFT ELEVATION
Scale: 3/16" = 1'-0"



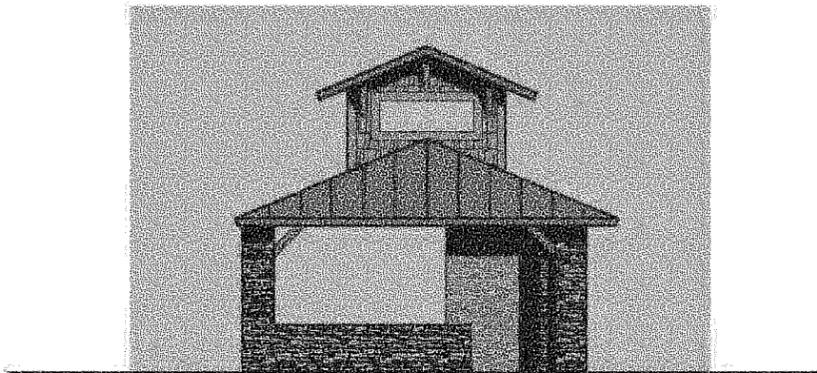
CLUBHOUSE RIGHT ELEVATION
Scale: 3/16" = 1'-0"



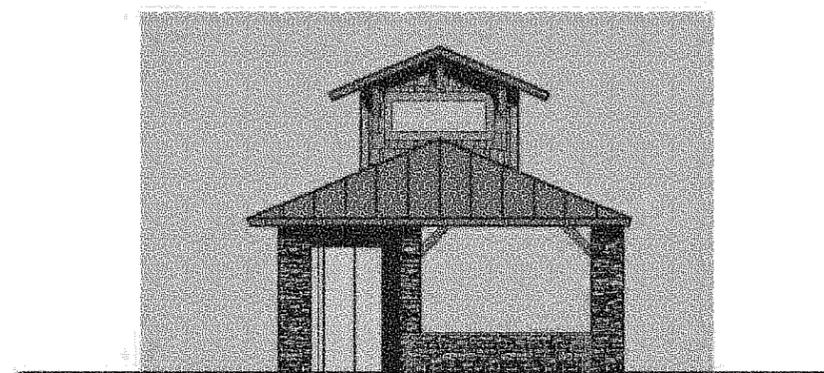
CABANA REAR ELEVATION
Scale: 3/16" = 1'-0"



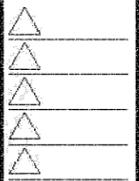
CABANA FRONT ELEVATION
Scale: 3/16" = 1'-0"



CABANA LEFT ELEVATION
Scale: 3/16" = 1'-0"



CABANA RIGHT ELEVATION
Scale: 3/16" = 1'-0"



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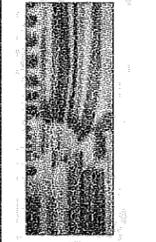


PROPOSED ADDRESS
600 W. UNIVERSITY
HIGHTS DRIVE
Flagstaff, AZ.

ELEVATIONS
Scale: 3/16" = 1'-0"

DATE: 1-16-2013

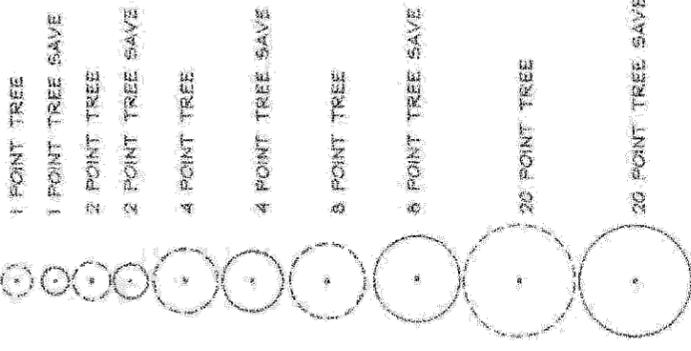
A-12



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SITE PLAN RESOURCE PROTECTION PLAN TRAILSIDE APARTMENTS



TREE RESOURCE CALCULATIONS

1 POINT TREES 25 TOTAL = 25 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
 5 POINT TREES 21 TOTAL = 105 POINTS SAVE 3 = 24 POINTS
 20 POINT TREES 5 TOTAL = 100 POINTS SAVE 3 = 60 POINTS
 TOTAL POINTS = 489 TOTAL SAVE POINTS = 135 (27.6%)

MR 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

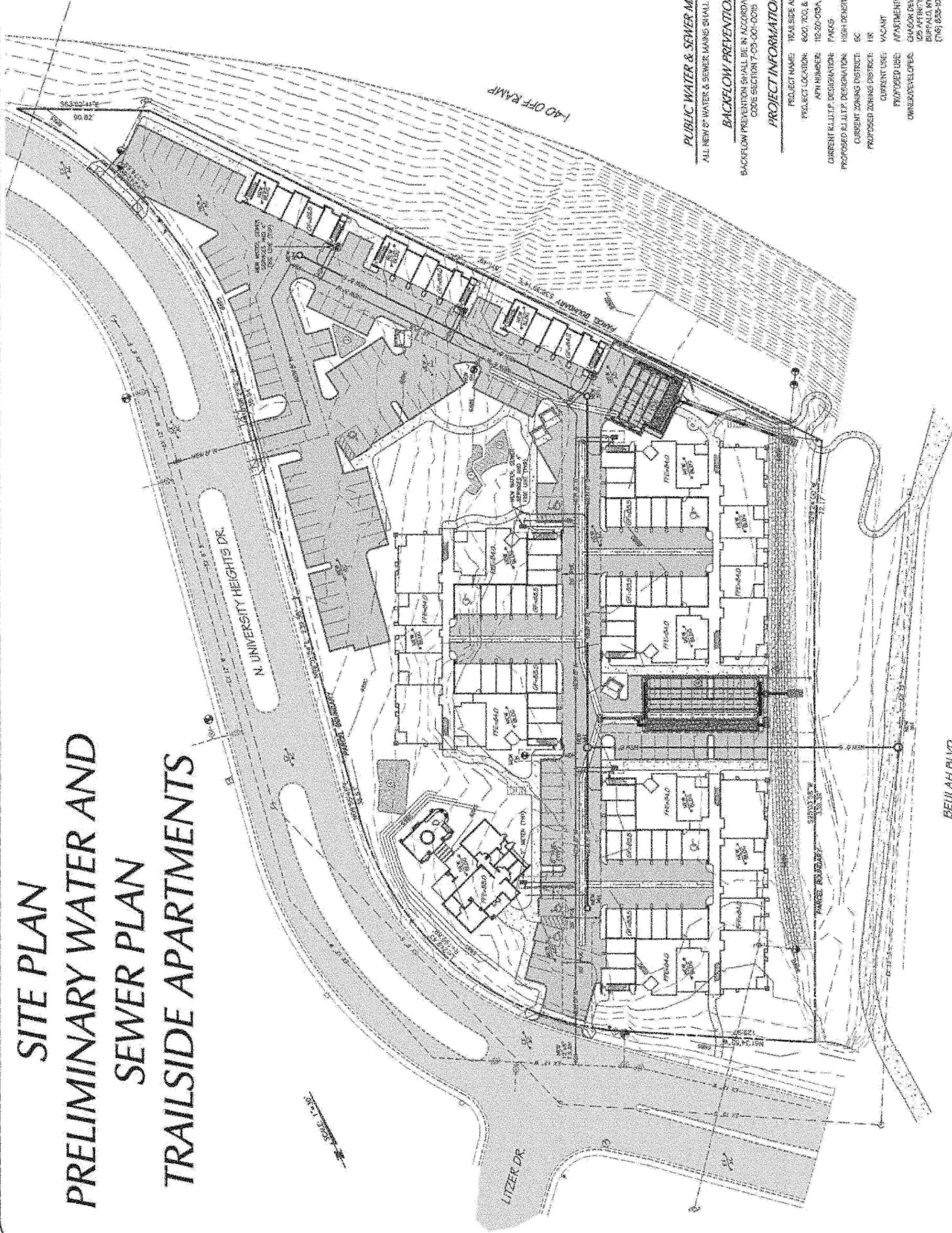
ZONING DISTRICT: HR

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

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 N. UNIVERSITY HEIGHTS DR.
APN NUMBER:	102-50-03A, 03B, & 03D
CURRENT PLU/P. DESIGNATION:	PARKS
PROPOSED PLU/P. DESIGNATION:	HIGH DENSITY RESIDENTIAL
CURRENT ZONING DISTRICT:	SC
PROPOSED ZONING DISTRICT:	HR
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
OWNER/DEVELOPER:	CHASOK DEVELOPMENT 205 A STUBBS LANE BURLINGAME, CA 94010 (714) 833-1000

BEULAH BLVD.

SHEET NO. 1 OF 1

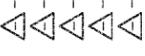
Mogollon Inc
ENGINEERING
401 N. Santa Fe Avenue, Torrance, CA 90503
P.O. Box 102, Torrance, CA 90505
Phone: (310) 514-0217 • Fax: (310) 513-0205



DATE: 8/14/13
DESIGNED BY: [Name]
CHECKED BY: [Name]
REVISIONS PER C.O.P. COMMENTS DATED: [Date]
PROJECT NO.: [Number]
DRAWING NO.: [Number]

TRAILSIDE APARTMENTS
PRELIMINARY
UNDERGROUND UTILITIES
8/14/13
Mogollon Inc

Rev. Date: Description:



TRAILSIDE APARTMENTS FLAGSTAFF, ARIZONA ELECTRICAL SITE LIGHTING PLAN



NP ENGINEERING INC.
415 N. 15TH AVE.
PHOENIX, AZ 85015
PH: (602) 265-1559 FAX: (602) 265-1605

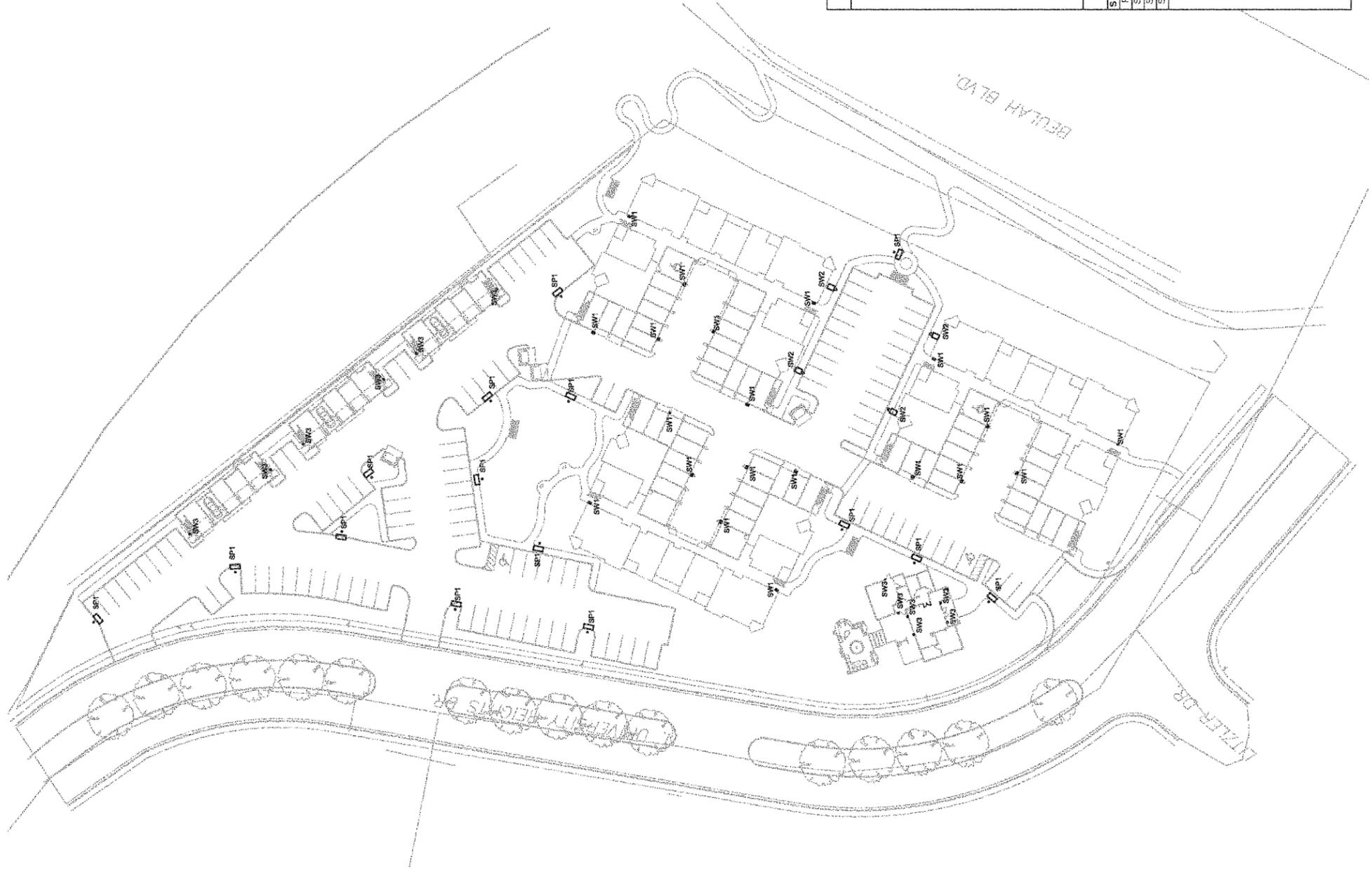
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NP Proj. No: 13-015
Project Manager: RP
Drawn by: NPE
Date: 07-17-2013

Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF
	SP1	15	VISIONAIRE SUN-1 14.52 X 11.75 8F120, BRONZE FINISH WALL MOUNT AT 4.5 FT. A.F.F.	24" X 15" W X 8" H FULL CUTOFF POLE LUMINAIRE TYPE 4 WALL MOUNT AT 4.5 FT. A.F.F.	(1) 80W LPS	7800	0.80
	SW1	20	LIGHTWAY WALL MOUNT 200 CE2 C8B 01 BRONZE FINISH	TRAPEZOID AREA WALL LUMINAIRE TYPE 4 CLEAR GLASS LENS AT 4.12 FT. A.F.F.	(1) 18W LPS	1800	0.80
	SH2	4	VISIONAIRE SUN-1 12.5 X 11.75 8F120, BRONZE FINISH	24" X 15" W X 8" H FULL CUTOFF WALL LUMINAIRE TYPE 4 WALL MOUNT AT 4.5 FT. A.F.F.	(1) 80W LPS	7800	0.80
	SW3	12	LIGHTWAY WALL MOUNT 10133 22 WGA TEXTURED BRONZE FINISH	WALL BODICE WITH ACRYLIC DIFFUSER LENS, WALL MOUNT AT 4 FT. A.F.F.	(1) 18W CFL	900	0.75

ELECTRICAL SITE LIGHTING PLAN

SCALE: 1" = 40' - 0"



Project Name : Trailside Apartments		Subject : Calculations per Flagstaff Lumen Cap		Lamp Type:		Shielding Type:	
Fixture Label & Description	Qty	Watts	Type	Initial Lumens	Unit	Sub-Total Lumens	Total Lumens
SP1 120 Pole Light	1	55	LPS	7,800	F 15	117,000	117,000
SW1 1Wall Pack	1	18	LPS	1,800	F 20	36,000	36,000
SW2 1Wall Pack	1	55	LPS	7,800	F 4	31,200	31,200
SW3 1Wall Science	1	13	CFL	900	F 12	10,800	10,800
						184,200	184,200
Lumens Used for New Shielded Lights = 184,200							
Lumens Used for New Unshielded Lights = 10,800							
Total Lumens Allowed for Unshielded Lights = 22,110							
Lumens Used for Non-LPS Lights = 10,800							
Total Lumens Allowed for Non-LPS Lights = 20,100							
Total Lumens Used for New Lights = 195,000							
Total Lumens Allowed per Site Net Acre = 201,000							
Total Lumens Used / Lumens Allowed Ratio for New Lights = 97%							

Project Zone: II
 Lighting Class: 2
 Site Net Acre: 4.02

Total Outdoor Lumens Allowed per Site Net Acre = 201,000
 Total Outdoor Lumens Allowed for Unshielded Lights = 22,110
 Total Outdoor Lumens Allowed for Non-LPS Lights = 20,100

Lamp Type: LPS - Low Pressure Sodium, HPS - High Pressure Sodium, MH - Metal Halide, CMH - Ceramic Metal Halide, FL - Linear Fluorescent
 Shielding Type: F - Fully Shielded, U - Unshielded



TRAILSIDE APARTMENTS
FLAGSTAFF, ARIZONA
ELECTRICAL SITE PHOTOMETRIC PLAN

Symbol	Qty	Category Number	Description	Lamp	Lumens	LLF
	15	VISIONARE SUN-1 14.52 X 1.17 PM SZ SF120, BRONZE FINISH, WALL MOUNT AT 4.5 FT. A.F.G.	24" X 1.17" X 0.75" FULL CUTOFF POLE LUMINAIRE TYPE 4, WALL MOUNT AT 4.5 FT. A.F.G.	(1) SBW LPS	7800	0.80
	20	LIGHTWAY WALL MOUNT 200 CSD CSD 01, BRONZE FINISH,	TRAPEZOID AREA WALL LUMINAIRE TYPE 4, CLEAR GLASS LENS AT 4.12 FT. A.F.G.	(1) 18W LPS	1800	0.80
	4	VISIONARE SUN-1 13.53 X 1.17 PM SZ 10133 22 WGA, BRONZE FINISH,	24" X 1.17" X 0.75" FULL CUTOFF WALL LUMINAIRE TYPE 4, ACRYLIC DIFFUSER WALL MOUNT AT 4.15 FT. A.F.G.	(1) SBW LPS	7800	0.80
	12	LIGHTWAY WALL MOUNT 10133 22 WGA, BRONZE FINISH,	WALL SCONCE WITH LUMINAIRE TYPE 4, ACRYLIC DIFFUSER LENS, WALL MOUNT AT 4.0 FT. A.F.G.	(1) 18W CFL	900	0.75

Description	Symbol	Avg	Max	Min	Max/Min	Ang/Min
1. Site Code	+	0.6 fc	3.5 fc	0.0 fc	N/A	N/A
2. Spot Light at Property Line at 4' A.F.G.	X	0.0 fc	0.5 fc	0.0 fc	N/A	N/A

ELECTRICAL SITE PHOTOMETRIC PLAN
 SCALE: 1" = 40' - 0"



NP ENGINEERING INC.
 415 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: 07-17-2015

OUTDOOR LUMENS CALCULATION TABLE										
Project Name : Trailside Apartments										
Subject : Calculations per Flagstaff Lumen Cap										
Fixture Label & Description	Qty	Watts	Type	Shielding	Unit	Initial Lumens	Sub-Total Lumens	Shielded	Unshielded	Total Lumens
Lamp Type: CFL - Compact Fluorescent LED - Light Emitting Diode INC - Incandescent HAL - Halogen FL - Linear Fluorescent 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: 5,800 X 4.02 = 23,110 Total Outdoor Lumens Allowed for Non-LPS Lights: 5,000 X 4.02 = 20,100										
SP1 20 Pole Light	1	55	LPS	F	15	117,000		117,000		117,000
SW1 Wall Pack	1	18	LPS	F	20	36,000		36,000		36,000
SW2 Wall Pack	1	55	LPS	F	4	31,200		31,200		31,200
SW3 Wall Sconce	1	13	CFL	F	12	10,800		10,800		10,800
						184,200		184,200		184,200
Lumens Used for New Shielded Lights = 184,200										
Lumens Used for New Unshielded Lights = 10,800										
Total Lumens Allowed for Unshielded Lights = 22,110										
Lumens Used for Non-LPS Lights = 10,800										
Total Lumens Allowed for Non-LPS Lights = 20,100										
Total Lumens Used for New Lights = 195,000										
Total Lumens Allowed per Site Net Acre = 201,000										
Total Lumens Used / Lumens Allowed Ratio for New Lights = 97%										

Memorandum

15. C.

CITY OF FLAGSTAFF



To: The Honorable Mayor and Council
From: Roger Eastman, Zoning Code Administrator
Date: 12/11/2013
Meeting Date: 12/17/2013

TITLE:

Discussion/Direction and Possible Action Regarding the Regional Plan Parking Lot and Election Date

DESIRED OUTCOME:

Discuss and take possible action to determine the content of the Flagstaff Regional Plan; discuss when the Regional Plan should be taken to the voters for ratification; (Final Adoption of the Regional Plan will not occur at this meeting, but will be taken up after revisions are complete).

INFORMATION:

The final version of the parking lot was distributed to the Council on December 4, 2013, and was discussed further at the December 6, 2013 Regional Plan retreat . The retreat enabled the Council to review, discuss, and provide direction to staff so that specific amendments can be presented back to the Council for review and further discussion, and possible decision on December 17th.

Council will review the pros/cons of the various election dates (comparison attached) for ratification of the Regional Plan, and may direct staff as to when the election should be held. There will be a later decision by Council to call the election to bring the Regional Plan to the voters for ratification on January 14, 2014.

Path Forward:

The proposed path forward for the possible adoption of the proposed Flagstaff Regional Plan 2030 by the Council, and possible ratification by Flagstaff residents is provided below:

January 7, 2013: Possible discussion on the near-complete document

January 14, 2014: Review of amendments/possible adoption of the Flagstaff Regional Plan 2030, and call for election.

Attachments: Final Parking Lot Edits
Election Date Pro/Con

Flagstaff Regional Plan 2030 – Proposed Text Amendments as Directed by the City Council from the December 6, 2013 Retreat

During the City Council's December 6th Retreat on the Regional Plan in which the 'parking lot' was reviewed and discussed, as well as in response to comments provided at the December 10th Council work session, staff has developed proposed text amendments based on Council's direction.

This document describes each of the proposed text amendments throughout the Regional Plan. It is organized by chapter, and for each proposed amendment a page number and the 'parking lot' item number are provided. Where the proposed amendment is located within a paragraph, the whole paragraph is included so that the context of the amendment may be better understood.

PREAMBLE

The Regional Plan is a planning document that serves as a roadmap to implement the community's vision. This plan is not intended to require or preclude any particular action and does not provide specific criteria. Development criteria and standards are located in other documents such as the Flagstaff Zoning Code.

This plan should be viewed as a guide to better understand the community's future vision for the area. The goals, policies, maps, and illustrations within this plan do not preclude any property owner from exercising their private development rights.

ITEM 10:

Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. ~~Require~~ [Encourage](#) regional detention basins to incorporate natural watershed characteristics as well as offering recreational components.

ITEM 15:

Policy LU.3.1. ~~Confine~~ [Encourage](#) development patterns to the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

ITEM 14:

Policy CC.3.1. ~~Require~~ [Encourage](#) neighborhood design to be respectful of traditional development patterns and enhance the overall community image.

ITEM 16:

Policy LU.4.3. ~~Provide for~~ [Encourage](#) new mixed-use neighborhoods in appropriate locations within the growth boundary.

ITEM 17:

~~Policy LU.13.5. Provide an attractive, high-quality employee environment in new and renovated employment center design.~~

INTRODUCTION CHAPTERS

II-8 – ITEM 1:

People who live and work in the area see the cumulative effects of the region's growth. ~~For many, growth is seen as positive for the expansion of economic, educational, cultural, and medical opportunities, while for others growth is increasingly being associated with negative impacts such as traffic congestion, air and water pollution, loss of open space and traditional agricultural uses, limited housing choices for the work force, and loss of the "small town feel."~~ While it is true that there are different community perceptions toward growth, this plan realizes that growth is probable and good for our economy and overall community prosperity; therefore, we must acknowledge the following challenges we must face in accommodating this growth.

III-1 – ITEM 2:

~~A plan of this complexity inevitably contains conflicting goals and policies. When the goals and policies conflict and cannot be reconciled, it is the responsibility of the elected officials and their appointees to such groups as the City and County Planning and Zoning Commissions to recognize potential conflicts and to make choices based on their priorities.~~ "General Plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant."

I-3 – ITEM 3:

To attain the vision of the *Flagstaff Regional Plan*, the plan adopts eight guiding principles to help promote future development. These eight guiding principles represent our collective community values, ~~and their achievement over time depends on putting into effect specific, carefully framed policies.~~

II-5 – ITEM 4:

Flagstaff also has a substantial seasonal population, ~~with Census data indicating that second homes make up approximately 10 percent of the total housing stock in the City; however, other analysis suggests a higher percentage (15 to 18 percent)~~ with Census data and City of Flagstaff Housing studies indicating that second homes make up approximately 10 – 18% of the total housing stock in the city. In addition, there are over 6 million visitors to the area annually...

I-0 – ITEM 7:

Flagstaff thrives when development invests in contextual design and thoughtful preservation of buildings as assets to our community character. We strive to integrate land use, growth, and transportation systems holistically with our natural environment. Regional policy makers are committed to careful decision making to manage the cost of development to support fair, predictable, and cost-effective growth. It is also essential to manage ~~consider~~ government services and facility needs as a means to collaboratively coordinate public safety.

I-0 – ITEM 8:

~~Providing~~ quality housing and vibrant walkable neighborhoods for people of all income levels is vital for a successful community. This plan promotes a healthy economic climate by encouraging existing employment center growth and reusing underutilized, vacant, or obsolete commercial and industrial spaces for future use. Mixed land uses increase property values and revenues by creating attractive activity centers. Regional recreational opportunities are highly valued resources and will be accessible to our residents and visitors.

I-4 – ITEM 10:

While the plan serves many purposes, it is important to distinguish what the plan is, and what it is not. Specifically, the *Flagstaff Regional Plan* is:

- a collaborative community **vision**
- a collection of **goals and policies** to achieve that vision
- a **tool** for decision makers, developers, businesses, and citizens
- a **framework** for ~~specific~~ general planning

III-9 – ITEM 19:

Under Major Amendment: Suburban to urban greater than ~~5~~ 10 acres
See attached PDF of complete revised Amendment Process Table

III-9 – ITEM 20:

Under Major Amendment: Extension of a corridor or great street more than a 1/4 mile in length
Under Minor Amendment: Relocation of an activity center within the same general area
See attached PDF of complete revised Amendment Process Table

CHAPTER IV – ENVIRONMENTAL PLANNING & CONSERVATION

IV-9 – Item 2:

[Delete the box at the bottom of the page] ~~Why do we buy, build, and choose to live and work in the Flagstaff area? Because of our unique natural and cultural resources!~~

-IV-12 – Item 4:

Policy E&C.2.1. Reduce ~~fossil fuel generated~~ all energy consumption in public, commercial, industrial, and residential sectors.

IV-13 – Item 5:

These goals can be realized by: ~~1) restricting economic “activity centers” in any area designated as Lighting Zone 1 enacted to protect astronomical institutions; 2~~1) addressing non-conforming lighting currently exempted by ‘grandfathered’ regulations; and ~~3~~2) developing tighter control of so-called “trespass” lighting that allows involuntarily impacts on properties beyond on-site uses.
~~Policy E&C.5.3. Enforce dark sky ordinances.~~

IV-10 – Item 6:

During the past decade, the Flagstaff region realized growth that increased air pollution-generating activities, such as on- and off- road vehicle emissions; rail traffic; residential, commercial, and industrial development; and wood-burning fireplaces. In addition to growth impacts, upwind stationary sources such as electrical power plants, mining operations, and other industries emit air pollutants that may affect our region. ~~More than a dozen facilities operate within or adjacent to Coconino County that produce significant amounts of carbon monoxide, nitrogen oxides, volatile organic compounds, sulfur dioxide, particulate matter, or ammonia.~~ Violations of National Ambient Air Quality Standards have not occurred in Coconino County. ~~However, on some days, perceptible reductions in visibility do occur.~~

IV-12 – Item 7:

For the purposes of the *Flagstaff Regional Plan*, how we develop land ~~and transition to compact development and walkable communities~~ appropriately and effectively will have the biggest impact on

our reduction of greenhouse gas emissions and ~~mitigating mitigation of~~ climate change ~~through local action~~.

IV-11 – Item 9:

Recent warming in the Southwest has resulted in declines in spring snowpack and Colorado River flow. Key issues that the American Southwest, including the Flagstaff region, must address include the following:

- ~~Adverse i~~mpacts on the region's unique tourism and recreation opportunities

IV-12 – Item 12:

~~Policy E&C.2.2. Promote investments that strengthen climate resilience and discourage those that heighten climate vulnerability.~~

IV-12 – Item 16:

Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources, and emphasize conservation. ~~and rainwater harvesting, and minimize the energy-intensive transport and pumping of water.~~

IV-13 – Item 17:

~~Policy E&C.5.3. Enforce dark sky ordinances.~~

IV-15 – Item 18:

Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals, ~~especially rare, sensitive, threatened and endangered species on both public and private lands in a landscape context.~~

IV-15 – Item 21:

Policy E&C.6.7. Use best ~~environmental~~ practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.

IV-16 – Item 23:

Policy E&C.7.2. Favor the use of ~~all~~ available mechanisms at the City and County level for the preservation of environmentally sensitive lands, including but not limited to public acquisition, conservation easements, transfer of development rights, or clustered development with open space designations.

CHAPTER V – OPEN SPACES

7. **Zoning:** Within the City t~~r~~The Public Lands Forest (PLF) Zone applies to areas of the city designated as National Forest while the Public Open Space (POS) Zone may be applied to areas that are appropriate for designation as public open space to allow for resource protection in an essentially undeveloped state, ~~State Trust lands classified as "suitable for conservation purposes," county, and municipal permanent open space/ preserve lands.~~ Once a parcel is purchased, traded, or donated for open space in the C~~e~~ity, a zoning change to POS~~LF~~ status should occur ~~needs~~ to recognize the new designation. The County Zoning Ordinance also includes an Open Space and Conservation Zone for the purpose of zoning open space.

[From Chapter IV – ITEM 1]

New description of a CLS to be included in the list on page V-6:

9. **Conservation Land System (CLS):** ~~A CLS is a set of lands managed or set aside for conservation purposes including areas of biological, cultural, and historical significance. Conservation can be achieved through a variety of means including acquisition, conservation easement, transfer of development rights, conservation-based ordinances and guidelines, and intergovernmental agreements~~ A Conservation Lands System is intended to be a combined city/county system that includes the FUTS, City and County parks, natural areas and open space, and the different organizations administering or connecting to those areas (e.g. City and County, Forest Service, Museum of Northern Arizona, etc.). Participation of the City and County in the Conservation Lands System is essential to its success. The purpose of the system is to coordinate the different types of uses and organizations so that they work together for public benefit. Examples of where coordination has been accomplished or is ongoing are the connection of FUTS to the County trail system at Fort Tuthill County Park with connectivity to the Flagstaff Loop Trail and US Forest Service Trails and connecting Thorpe Park to the FUTS which may connect through Observatory Mesa to Forest Service trails.

CHAPTER VI – WATER RESOURCES

VI-8 – ITEM 1:

New Policy: WR.2.3. Develop programs to minimize lost and unaccounted for water to acceptable levels.
[Note: Specific thresholds will be included in the City's water policy.]

VI-13 – ITEM 3:

Policy WR.3.6. ~~Golf courses will use reclaimed water for irrigation purposes.~~ All large turf areas (e.g. schools, parks, golf courses, etc.) should use reclaim water or other approved rain harvesting techniques for irrigation purposes.

CHAPTER VII – ENERGY

VII-5 – ITEM 1:

Policy E.2.4. ~~Pursue, promote, and reward~~ Encourage small-scale renewable energy production and use on the local level on ~~individual~~ appropriate -residential, commercial, and industrial parcels.

VII-3 – ITEM 2:

Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation:

- a. Public transportation
- b. Bicycles ~~(Flagstaff Urban Trails System, bike lanes, bicycle parking)~~
- c. Pedestrians ~~(sidewalk grid, crosswalks, street planting strips and medians, underpasses)~~

VII-3 – ITEM 3:

Policy E.1.6. Develop land use regulations promoting land use patterns that increase energy efficiency ~~in the building and transportation sectors.~~

VII-3 – ITEM 5:

Policy E.1.8. Incorporate alternative energy conservation and renewable energy systems in ~~zoning and building applicable~~ codes.

VII-5 – ITEM 6:

Policy E.2.3. ~~Develop City and County~~ Promote renewable energy pilot programs as a showcase to educate the public and the development community.

CHAPTER VIII – COMMUNITY CHARACTER

ITEM 1:

New Policy: CC.4.9. Develop appropriate tools to facilitate the undergrounding of existing overhead utility lines, especially in established viewsheds and in reinvestment areas.

VIII-3 – ITEM 4:

Policy CC.1.3. ~~Protect the region's topographical features, such as mountains, canyons, and forested settings from development.~~

~~Policy CC.1.5.~~ Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

[Renumber following policies.]

VIII-20 – ITEM 6:

Many residents celebrate the historic neighborhoods, those of the pre-Route 66 era, in which walkability, front porches, and street trees are pointed to as “favorite characteristics.” Future neighborhood design can very well emulate the characteristics of these existing places, using traditional neighborhood design as the basis. The drivable suburban context is improved when it borrows ~~heavily~~ from the ~~pedestrian-connectivity~~ character ~~of our~~ urban areas.

VIII-23 – ITEM 7:

Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.

VIII-23 – ITEM 8:

Policy CC.4.4. Design streets and parking lots to ~~de-emphasize~~ balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

VIII-26 – ITEM 9:

Policy CC.5.3. Encourage the integration of ~~Integrate~~ art into public and private development projects.

VIII-26 – ITEM 10:

~~Policy CC.6.1. Support growth of the Southwest culture in the visual and performing arts.~~

~~Policy CC.6.2. Develop a business plan for an annual Native American Pow-Wow.~~

VIII-26 – ITEM 11:

New Policy: CC.2.6. Expand a program to educate the owners of historic resources of the heritage value of their properties.

New Policy CC.2.7. Protect existing historic districts from encroachment by land uses that compromise the historic characteristics of the district.

[SUGGESTION – THIS POLICY IS SIMILAR TO POLICY ED 3.9. AND SEEMS APPROPRIATE IN THIS CONTEXT]

VIII-27 – ITEM 12:

In addition, the region is host to many diverse events and festivals, ~~such as the annual Route 66 Festival and Pickin' in the Pines music festival.~~

VIII-26 – ITEM 13:

Arts, sciences, and education are an integral part of the social and economic fabric of the community. As the location of one of three public universities in Arizona, a hub of night sky research and archaeological research, and home to many Native American artists, the Flagstaff region has a wide range of educational, scientific, and cultural organizations, resources, attractions, and activities that are a source of community pride and enrichment. A great number of artists, scientists, and educators choose to live here because of these opportunities. ~~However, without coordination, preservation, and promotion, it is possible that these activities and resources can be lost through indifference or unintended development decisions or policies.~~

CHAPTER IX – GROWTH AREAS AND LAND USE ~~AND GROWTH AREAS~~

This chapter is inserted on the following page.

CHAPTER IX — GROWTH AND LAND USE ~~AND GROWTH AREAS~~

In response to the Friday, December 6th retreat with specific reference to Council’s direction to address compact development, staff has rearranged this chapter so that it is easier to follow. An outline is provided below (note that the page numbers refer to the current draft Plan and will be revised):

Inside this Chapter:

EXISTING LAND SUPPLY

Existing Land Ownership Map #16
Development Potential of Vacant Parcels Map #18
Future Growth Illustration - FMPO Scale #19
Future Growth Illustration - City Scale #20

GROWTH

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AREA TYPES

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PLACE TYPES

Activity Centers & Corridors IX-49
Activity Centers & Corridor Map #22
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~~GROWTH~~

~~Reinvestment Areas IX-57~~
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~~Public Utilities & Activity Centers Map #24~~
~~Greenfield Development IX-65~~

IX-1

The **Land Use and Growth** component of the Flagstaff Regional Plan is a community vision of how land use in the region should occur for the next 20 years. It also sets the legal framework for more specific planning and guiding zoning regulations. It is important to recognize that this is a diverse community that demands land use options while recognizing private property rights. To promote a balanced land use pattern, consideration will be given to ~~the region will consider~~ the following concepts:

Area Types

This chapter is organized around three area types: urban, suburban and rural. Flagstaff enjoys existing urban, suburban, and rural areas as neighborhoods, shopping areas, roadways, and other spaces. Within

The text provided in this document has been copied from the final draft Regional Plan previously provided to the City Council. Please note that in copying this text from one software program to another, the formatting of the original document has been lost. This is especially true of the tables in this chapter. The original formatting and look of the document will be recreated in the final version of the Flagstaff Regional Plan prepared for possible Council adoption.

Note: As explained below, the “GROWTH” section of this chapter has been moved from the end of the chapter to the beginning. As a result all goals and policies in this chapter will be renumbered in the final version of the Regional Plan.

each area type, there are distinct areas called place types. ~~Employment Centers can exist within all place types, but along with Special Planning areas, they need special consideration.~~

Place Types

Place types include activity centers, neighborhoods, and corridors, and provide the framework around which ~~our~~ community ~~ies~~ is ~~are~~ built. Land uses that occur within the different place types are further designated into categories such as residential, commercial, and institutional, which define the type of use and zoning for those place types. The land uses appropriate for each activity center are listed on the urban, suburban, and rural area character tables. Employment Centers can exist within all place types, but along with Special Planning areas, they need special consideration

Growth

Future growth will be concentrated in reinvestment areas and will include a balance of infill and redevelopment in existing neighborhoods, as well as the development of “greenfields” within the growth boundary.

Our Vision for the Future

In 2030, our community continues to grow in a smart and connected way, ~~making as compact development makes~~ investments in efficient infrastructure, alternative travel modes, and ~~promoting housing choice~~ image while seeking to reduce sprawl. The land use decisions made in the region promote a healthy lifestyle and quality of life desired by many.

IX-2

Context of Land Uses

Flagstaff’s historical pattern of land uses was driven by the early economics of the railroad, sawmills, the university, and ranching. New development should strive ~~needs~~ to be contextually sensitive to fulfill the Flagstaff Regional Plan’s guiding principles and provide lifestyle choices for the community.

Within each area type are groups of place types – all working together to complete and connect homes with jobs, school, activities, and shopping. The **community vision is to focus infrastructure investments where they will have the most impact** – in reinvestment areas of activity centers and corridors, as well as preservation of existing neighborhoods, **and to make walking and bicycling from and to all place types an opportunity for residents and visitors.** This chapter covers land designations for future growth patterns, and the Future Growth Illustrations (Maps #19 and #20) identify ~~ies~~ the area types of urban, suburban, and rural character. It is expected that more detailed plans, ~~activity center and civic spaces~~ specific plans for activity centers, public facility planning, and neighborhood plans will define the context and particulars for development, reinvestment, and conservation ~~in any given specific vicinity.~~

IX-2

How Land is Evaluated

Land Use versus Zoning – Policy versus Ordinance. Land use refers to the general activity that occurs on land. Zoning regulates building size, bulk, density, and in every case, ~~the~~ land use. Land use is regulated

through the [City's adopted Zoning Code zoning ordinance which](#) ~~-The adoption of ordinance~~ is guided through policy language [adopted in the Flagstaff Regional Plan](#) ~~-This is a policy document intended to help decision makers evaluate new ordinance.~~

IX-5

Local Trends

- **Geography** and the Northern Arizona climate greatly influence development. The ownership patterns of private and public lands and topography also played a significant role in determining the development patterns.
- **Growth areas** in the past 10 years have been significant single-family subdivisions (for example, Boulder Pointe, Ponderosa Trails, and Anasazi Ridge) with recent multi-family residential additions. This reflects the needs of the university and demographic shifts. The metro-area regional market is reflected in the fact that housing has generally followed retail development.
- **Growth boundaries** have been established by Flagstaff to [reduce sprawl development and where possible, to](#) promote [a more](#) compact development [pattern with](#) and efficient infrastructure within the [City](#). Rural Growth Boundaries in county areas [have been](#) ~~are~~ established [while in](#) ~~respecting~~ ~~of~~ public and private land ownership.
- **Mixed-use** development promotes a [more](#) compact, walkable urban form, and can be seen locally in Flagstaff's historic downtown and more recently around the University campus. Mixed-use opportunities [also](#) exist in this region where planned activity centers host a significant amount of growth in office space, retail business, and multi-family housing.
- **Public spaces** are one of the most important design aspects of a city, they serve as is its collective commons—the shared public spaces where people gather, including streets, squares, parks, markets, playgrounds, or sports facilities. The Flagstaff region hosts a number of public spaces, yet the population desires more designed public spaces. As Heritage Square [in the downtown](#) attests, good public spaces [are well](#) ~~produce a lot of~~ used. This plan reflects on how those spaces interact with homes and businesses as well as how they are connected together.
- **Regulations** – Zoning codes, building codes, fire codes, health codes, and engineering standards are regulatory documents intended to promote the goals and policy for Flagstaff. [These r](#)egulations are in place to serve the greater good of public health and safety, and to promote a well-planned community.

Reinvestment areas implement the goals for revitalization, redevelopment, and infill to promote activity centers and walkable neighborhoods. Many of these areas require utility upgrades and infrastructure to be provided as incentives for private investment. As the private and public sectors continue to work together, parcel assemblage and infrastructure needs will need to be met to assist in enhanced reinvestment projects. Some examples of revitalization projects in the urban and suburban context are: Sawmill at Aspen Place, a 40-acre commercial infill and brown field redevelopment project; the Lumberyard Brewery adaptive-reuse and historic preservation; [and](#) Barnet Dulaney Perkins Eye Surgical Center redevelopment on Switzer Canyon Drive.

Why Compact Development? Successful compact development

for the region features the following,

respecting the Flagstaff region's scale

and design traditions:

- Well connected access for pedestrians, bicyclists, cars, and transit
- Pedestrian-, bicycle-, and transit-friendly design
- Concentrations of population and/or employment
- Medium to high densities appropriate to context
- Smaller housing choices on small lots and multi-family options with shared amenities
- A mix of uses
- Interconnected streets
- Innovative and flexible approaches to parking
- Access and proximity to transit

Compact development can be built anywhere, and can be adapted to the urban, suburban and rural context. It encompasses residential and commercial development.

IX-6 ITEM 4:

Transportation options are more complex than creating a bus route, building sidewalks, or striping a bike lane (even though those are all important). Expanding transportation choices demands a shift in our land use patterns and the way we locate and shape future development. To complement land use changes, we must challenge our current notions of space and how we get from Point A to Point B on a daily basis. Public and private traffic engineers should ~~can~~ design streets according to "Complete Street" principles to balance ~~for~~ pedestrian and bicyclist safety and the needs of transit and all other vehicles ~~experience first, automobile driver experience second, transit options next, and auto capacity and speed last. This will be a paradigm shift from the current automobile-only focus.~~

Formerly IX-57 – ITEM 3:

GROWTH [MOVED UP AFTER MAP 16 where it is more appropriately located than at the end of the chapter]

THE DISCUSSION ON Compact Development NOW MOVED INTO THE BEGINNING OF THE GROWTH SECTION

Formerly IX-57 – ITEM 3:

Historically, growth areas in the Flagstaff region have clustered around jobs, from the earliest railroad stop and lumberyards, to the University and downtown Flagstaff. Within the region, the City of Flagstaff is surrounded by public lands, and thus the supply of private land for development is somewhat limited. For these reasons, and because Flagstaff residents value the protection of the natural forests and public lands surrounding the City, planning in Flagstaff for the last 25 years has encouraged (but not mandated) development in more central areas, thereby preserving more of the outer areas of the region and reducing sprawl. This concept of "compact development" was included in the Flagstaff Growth Management Guide 2000 adopted in April 1987 and continued within the former Flagstaff Regional Land Use and Transportation Plan adopted in November 2001. Both of these documents included goals and policies in support of the principles of reduced sprawl and compact development, while also allowing for many developments to occur under existing zoning and land entitlements.

The principle of compact development may be viewed and described in three tiers.

1. Citywide: At the city-wide scale compact development can encourage infill and reinvestment in existing urban, suburban, and rural area types, thereby allowing for the preservation of open space and natural resources toward the periphery.
2. Activity centers and neighborhoods: At the local level, such as in activity centers and within neighborhoods, compact development allows for increased intensity and density of residential, commercial, or mixed-use activities through creative and intensive site design within activity centers at urban, suburban and rural contexts, and along corridors. Typical residential densities in compact developments are higher than in adjoining areas and encompasses residential and commercial development, and single-family houses, townhomes, apartments, and live-work units so that residents have a choice in the type of housing they desire. In commercial areas, two and three story buildings are typical, with building fronts right up to the sidewalk, and parking arranged behind and to the side of buildings. A range of housing and transportation options are supported, with an emphasis on improving pedestrian and bicycle circulation within a complete street, reducing necessary additional vehicle trips. Civic spaces are typically included, providing opportunities for civic participation, shopping, recreation, and socializing outdoors in all seasons. Employment centers also provide important opportunities for compact development.
3. Cluster development: Within a development site, residential and commercial uses may be clustered closer together as a means of preserving natural resources and open space and minimizing infrastructure costs.

Support for the concept of more compact growth does not, and has not, precluded new suburban development from occurring away from the center of the city, such as, the Ponderosa Trails subdivisions. It does, however, speak to a desire to encourage some future development to be more inwardly focused while ensuring freedom of choice for developers to satisfy market demand for various housing types.

~~The future will focus investments and development potential to urban areas and compact growth as growth management strategies.~~ The discussion of growth areas is paramount in reducing sprawl, protecting open space, and promoting efficiencies in infrastructure and services.

~~Where Should Growth Occur?~~

~~The Flagstaff region will accommodate residential, commercial, institutional, and public space growth needs by focusing infrastructure and incentives for:~~

- ~~• Revitalization of the urban core, particularly existing and under-utilized activity centers~~
- ~~• Infill of the vacant lots in urban, suburban, and rural neighborhoods~~

THIS IS THE COMPACT DEVELOPMENT BOX:

Why Compact Development? Encouraging the option of compact development for the region allows for the following to be achieved while still respecting Flagstaff's scale, character, and design traditions:

- Support economic vitality
- Well connected access for pedestrians, bicyclists, cars, and transit
- Appropriate multi-modal thoroughfare design
- ~~Concentrations of population and/ or employment~~
- Medium to high densities in appropriate contexts
- Provision of a range of housing options including smaller housing types on small lots and multi-family housing options with shared amenities
- A mix of uses, i.e. several types of housing, commercial, and office space are located in close proximity with civic spaces to provide vibrant commercial spaces, quality places for people to live, and to support infill and reinvestment of existing developed areas.
- Interconnected streets
- Innovative and flexible approaches to parking
- Access and proximity to transit
- Reduction of sprawl on the periphery of the region
- Support of conservation and open space goals as well as watershed protection
- Minimize traffic congestion
- Reduced miles of streets and utility infrastructure resulting in lowered future City operating and maintenance costs.

[Move land use tool box from Page IX-11 to here. Also, add more photographs.]

Land Use Tool Box MOVED HERE

Formerly IX-11 – ITEM 5

Activity Centers are mixed-use areas where there is a concentration of commercial and other land uses typically defined by a pedestrian shed. ~~The activity centers are encompassed by 1/4 mile pedestrian shed, which indicates~~ appropriate location for higher-density residential development, live-work units and home-based businesses, and the need for a high-degree of pedestrian and bicycle connectivity to the center ~~or commercial core~~ of the activity center.

Formerly IX-11 – ITEM 3, 5, &31

Pedestrian Shed is the basic building block of walkable neighborhoods. A pedestrian shed is the area encompassed by the walking distance from an ~~an town or~~ activity center, ~~and is~~. ~~Pedestrian sheds are~~ often defined as the area covered by a 5-minute walk (about 1/4 mile, ~~1,320 feet, or 400 meters~~). They may be drawn as perfect circles, but in practice pedestrian sheds have irregular shapes because they cover the actual distance walked, not the linear (~~as the crow flies~~) distance. ~~Linear Pedestrian Shed extends for a 1/4 mile radius along a pedestrian-oriented~~ In practice, it is common for people to walk greater distances than a ¼ mile to access and activity center. ~~street (corridor and/or Great Street).~~

Formerly IX-57

Reinvestment Areas

A community reinvests in an area through revitalization, redevelopment, infill, brownfield redevelopment, and historic preservation, all of which play a vital role in improving the quality of life for those living in and traveling to the City of Flagstaff and the region. Reinvestment promotes the

resurgence of existing activity centers and walkable neighborhoods in areas suffering from lack of maintenance, and within activity centers and corridors ~~and their respective pedestrian shed~~. More detailed planning, such as specific plans or corridor plans will be required as these areas resume or begin more active roles within the community. Activity centers and corridors as “Great Streets” have high are the biggest reinvestment potential, as these are located in areas of greater return on investment. Refer to Chapter VIII - Community Character for a full discussion.

Many of the region’s existing areas need utility upgrades and improvements as incentives to attract reinvestment and development. As the private and public sectors continue to work together, ~~parcel assemblage and~~ infrastructure needs must be met to assist in enhanced revitalization projects. Map 24 shows public utilities in the Flagstaff region over 50 years old that could benefit from upgrades. Refer to *Public Utilities & Activity Centers Map #24, pg. IX-61*.

Reinvestment, redevelopment, and infill at the neighborhood scale results in the ~~lates to~~ look and functionality ~~aesthetic treatment~~ of the existing developed area. Examples of this include repairing what is already in place, remodeling, fixing-up and adding-on; addressing the need for neighborhood retail, bus stops, social spaces, green spaces, sidewalks, crosswalks, and public art, while preserving community integrity, character, safety, and livability. Refer to *Transitions Map #23*.

ITEM 34 & 36

While reinvestment in a neighborhood or community has obvious advantages as described above, the needs and values of existing residents must be carefully considered in redevelopment and reinvestment projects to mitigate the negative results that might occur from gentrification. It is important, therefore, to ensure that policies are established to ensure broad participation in decision making processes, and to mitigate the possible displacement of existing residents and businesses by the developer.

Formerly IX-57:
Helpful Terms:

Reinvestment Areas- Infill, redevelopment, brown field redevelopment, preservation, and adaptive re-use are all ways to revitalize areas of our community.

Greenfield Development - Areas that exist mostly on the periphery of the city, within or contiguous with the urban growth service boundary, can be considered for Greenfield development. [Note to staff – Word Search to ensure consistency – use “urban growth boundary”]

Formerly IX-64

REINVESTMENT GOALS AND POLICIES

Goal LU.18. Invest in existing neighborhoods and activity centers for the purpose of developing complete and connected places.

Policy LU.18.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.

Policy LU.18.2. Develop reinvestment plans with neighborhood input, identifying the center, mix of uses, connectivity patterns, public spaces, and appropriate spaces for people to live, work, and play.

Policy LU.18.3. Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of

existing buildings and streetscapes, maintaining selected appropriate open space, and programs for the benefit and improvement of the local residents.

Policy LU 18.4. Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.

Policy LU.18.5. Maintain and upgrade existing infrastructure and invest in infrastructure to make redevelopment and infill an attractive and more financially viable development option.

Policy LU.18.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.

Policy LU.18.7. Consider creative policy and planning tools (such as transfer of develop rights or transfer of development obligations) as a means to incentivize redevelopment and infill.

ITEM 30:

Policy LU.18.8. Encourage ~~and invest in~~ voluntary land assemblage in an effort to create better utilization and opportunities for development.

Policy LU.18.9. Provide public education regarding the sustainability and beneficial economics of redevelopment and infill.

Policy LU.18.10. Consider adaptive reuse possibilities when new big box developments are proposed.

ITEM 37:

[Policy LU 18.11 Ensure that there is collaboration between a developer and residents and property owners in existing neighborhoods where redevelopment and reinvestment is proposed so that they are included, engaged, and informed.](#)

ITEM 38:

[Policy LU 18.12 Ensure the fair and proper relocation of existing residents and businesses in areas affected by redevelopment and reinvestment, where necessary.](#)

ITEM 38:

New [Policy LU 18.3 Consider and integrate plans for formal relocation or informal eviction through rent increases into proposed redevelopment and infill plans where existing residents may be impacted.](#)

Greenfield Development

While suburban retrofits, urban infill, and activity center redevelopment projects [are encouraged as a priority](#)~~take precedence~~, Greenfield development ~~is~~[will likely continue to be an important component of the community's growth](#)~~still an option~~. The relevant goal and policies apply to state land parcels identified for development in the Growth Illustration Map as well as larger, vacant tracts of private land, much of it south of I-40 between Woody Mountain Road and Fourth Street. Important opportunities for Greenfield development may exist in the Bellemont area.

~~Flagstaff patterns of growth have been primarily subdivisions of single family houses. This form of development forces residents to travel by automobile for daily needs, and makes it difficult to stay within~~

~~the same neighborhood when they need a different type or size of housing. This plan discourages development of this type and promotes a preferred pattern of development for new neighborhoods.~~

Outward expansion may be a demonstrated growth need in balance with infill redevelopment. State land parcels and privately owned tracts within the growth boundaries are excellent locations for such expansion.

Formerly IX-19

What We Have VS. Where We Are Going

Whether new development occurs in the urban, suburban, rural, or employment context, the following ~~set of~~ goals and policies are applicable to all projects. In addition, the goals and policies for the specific **area type** (urban, suburban, or rural) must also be applied.

APPLICABLE TO ALL LAND USES - GOALS AND POLICIES

Goal LU.1. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Policy LU.1.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.

Policy LU.1.2. Coordinate land use, master planning, and recreational uses, when feasible, with local, state, and federal land management agencies and tribal land owners.

Policy LU.1.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.

Policy LU.1.4. Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.

Note: The Community Character and Economic Development chapters of this plan include further policies regarding Flagstaff's unique sense of place. Also refer to the Neighborhoods, Housing, and Urban Conservation chapter for existing neighborhoods policies.

ITEM 13:

Policy LU.1.5. Allow and encourage urban agriculture ~~including home gardens, community gardens, urban farms, chickens, greenhouses, on-site sales of produce, and farmer's markets within urban, suburban, and rural contexts and in selected open space parcels.~~

Goal LU.2. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

ITEM 8:

Policy LU.2.1. Develop neighborhood plans, specific plans, area plans, and master plans for ~~all~~ neighborhoods, activity centers, corridors, and gateways, as necessary.

Policy LU.2.2. Utilize the following as guidance in the development process: Natural Environment maps, Environmental Planning and Conservation policies, Considerations for Development, Cultural Sensitivity, and Historical Preservation maps, and Community Character policies, while respecting private property rights.

Goal LU.3. ~~Encourage~~~~Apply~~ compact development principles to achieve efficiencies and open space preservation.

Note: For more information, refer to “Tools for Conservation” in the Open Space chapter.

Policy LU.3.1. ~~Encourage~~~~Confine~~ development patterns to the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

Policy LU.3.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.

Policy LU.3.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

ITEM 10:

[New Policy LU 3.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights \(TDR\).](#)

Policy LU.3.~~5~~~~4~~. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.

Policy LU.3.~~6~~~~5~~. Encourage the distribution of density within neighborhoods [in relationship](#) ~~to relate to the access of~~ associated activity centers and corridors, infrastructure, transportation, and natural constraints, [such as](#) ~~like~~ slopes and drainages.

ITEM 11:

Policy LU.3.~~7~~~~6~~. [Encourage the placement of](#) ~~Place~~ institutional and ~~civic public~~ buildings centrally within a ~~compact~~ neighborhood to promote walkability and multi-use recreation spaces.

Policy LU.3.~~8~~~~7~~. Require any Forest Service land trades within the planning area to be consistent with the Regional Plan.

Goal LU.4. Provide for a mix of land uses.

Policy LU.4.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.

Policy LU.4.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.

ITEM 16:

Policy LU.4.3. ~~Encourage~~~~Provide for~~ new mixed-use neighborhoods in appropriate locations within the growth boundary.

Policy LU.4.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.

Goal LU.5. Provide for public services and infrastructure.

Policy LU.5.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services and that; support transit, reduced d vehicle trips, and conservation of e-energy and water.

Policy LU.5.2. Require unincorporated properties to be annexed prior to the provision of city services, or that a pre-annexation agreement is executed when deemed appropriate.

Policy LU.5.3. Require development proposals to address availability of adequate public services.

Goal LU.6. Balance future growth with available water resources.

Note: Refer to Water Resources Goals & Policies.

Policy LU.6.1. Available water resources should be a consideration for all major development and subdivision applications.

Policy LU.6.2. Impacts on the city's water delivery infrastructure should be a consideration for all residential and nonresidential development proposals.

Formerly IX-21:

AREA AND PLACE TYPES

The following pages contain a series of development standards for new projects. These standards are broken down according to *area type*: **urban, suburban, and rural**. The character within each area type is different, therefore development standards will vary depending where development is taking place.

The three area types (urban, suburban, and rural) have several tables that describe the *place types* within each: **neighborhoods, activity centers, and corridors**. Activity centers occur in many parts of the city and county- they are not exclusive to the most urbanized places. Since activity centers are encouraged in any area type, they can take the role of a regional or neighborhood activity center, as the graphic shows.

The Regional Plan uses this hierarchy of area and place types to better categorize the eventual look of a place. Activity centers, corridors, and neighborhoods are encouraged in all area types, whether they are urban, suburban, or rural.

Formerly IX-22:

Urban

Flagstaff's historic urban neighborhoods were primarily developed prior to the 1920s in the heart of Flagstaff surrounding the Downtown, and include Southside, La Plaza Vieja, Flagstaff Townsite, and Northside. These neighborhoods developed in a traditional compact urban pattern where a person could live with limited reliance on the automobile. They were conducive to walking and cycling for daily needs such as groceries, retail shopping, and entertainment.

Many of these walkable characteristics are still evident today as these urban areas are still supported through a network of interconnected tree-lined streets laid out in a grid pattern with small block sizes,

on-street parking, and a diversity of housing types. These areas also support public transit due to their compact nature. Unfortunately, neighborhood-serving commercial uses are now limited in many of these historic neighborhoods by larger grocery stores which developed later in the peripheral corridors that are not within walking distance. The historic neighborhoods average ~~3-6~~8 units per acre.

Most of Flagstaff's residents and visitors agree that Flagstaff's unique historic urban areas contribute to defining the local character and identity, and are strong proponents of protecting and preserving this special urban form and character.

Walkable urban development can be integrated into older, less walkable neighborhoods to create new urban neighborhoods and centers. This walkability could be achieved through a variety of reinvestment activities, and establishment of densities supportive of alternative transportation modes and through greater connectivity.

Formerly IX-24 ITEM 5:

URBAN ACTIVITY CENTER CHARACTERISTICS

An area ~~within a ¼ mile walking radius (the pedestrian shed)~~ typically located ~~at the intersection~~ on two main thoroughfares. Urban activity centers include mixed-use,

Formerly IX-28:

URBAN AREAS GOALS AND POLICIES

ITEM 15:

Goal LU.7. Focus reinvestments, partnerships, regulations, and incentives on developing or redeveloping ~~central~~ urban areas.

ITEM 15:

Policy LU.7.1. Reinvest in urban areas.

Goal LU.8. Increase the proportion of urban neighborhoods to achieve walkable, compact growth.

Policy LU.8.1. Prioritize connectivity within all urban neighborhoods and activity centers. Policy

LU.8.2. Support on-street parking, shared lots, and parking structures.

Policy LU.8.3. Value the traditional neighborhoods established around downtown by maintaining and improving their highly walkable character, transit accessibility, diverse mix of land uses, and historic building form.

Policy LU.8.4. Develop specific plans for each urban neighborhood and activity center to foster desired scale and form.

Policy LU.8.5. Consider vacant and underutilized parcels within the City's existing urban neighborhoods as excellent locations for contextual redevelopment that adds housing, shopping, employment, entertainment, and recreational options for nearby residents and transit patrons.

ITEM 17:

Policy LU.8.6. ~~In mixed use developments e~~Encourage residential ~~uses~~spaces located above and behind commercial ~~uses~~ within urban ~~areas~~ centers as well as a variety of housing types ~~in the urban context,~~ where appropriate.

ITEM 17:

~~Policy LU.8.7. Commercial and office uses within mixed use development will occupy the first floor of multistory buildings.~~

Policy LU.8.7~~8~~. Invest in infrastructure and right-of-way enhancements as an incentive for private investment in urban neighborhoods and activity centers.

Policy LU.8.8~~9~~. Include institutional uses, including schools, within the urban context.

Policy LU.8.9~~10~~. Civic spaces must be well designed, accessible, and central to the urban fabric.

Formerly IX-29:

Urban Neighborhood: Downtown Flagstaff

The arrival of the railroad in the small community of Flagstaff in 1882 ensured the downtown area as the business center for northern Arizona. Within this region a wide variety of activity was pursued, including lumbering, transportation, education, cattle and sheep ranching, tourism, and later scientific research – all centered on this transportation hub. This strong economic base resulted in consistent growth throughout most of Flagstaff’s history. In response to this economic prosperity and frequent destructive fires, buildings were increasingly well constructed of substantial materials, such as stone and brick.

Planning for ~~Downtown Suburban Areas~~ in the Context of Form

Downtown Flagstaff is an acknowledged urban design treasure with a rich architectural and cultural heritage. Shared investment by property owners and the City resulted in the 1997 update to the downtown’s streetscape, creating appealing public and civic gathering spaces. This vibrant urban fabric supports an engaging mix of retail, restaurant, entertainment, civic, and office uses. Downtown Flagstaff is remarkably intact, with most of the historic buildings standing and the traditional street grid in place providing the highest quality pedestrian environment in the city.

~~While downtown is unique, it functions as the focus point of a larger core area anchored by Northern Arizona University to the south and the Flagstaff Medical Center’s campus to the north. The downtown has long been a popular shopping destination for visitors and as an entertainment center for local residents, with parades, marathons, First Fridays events, and New Years Eve celebrations. ~~With a solid anchor of government offices, t~~The downtown remains the main regional urban center of Northern Arizona. ~~It and~~ competes well for sales and interest with much newer auto-oriented development along the corridors and on the periphery of the city, and includes a solid anchor of government offices. ~~Zoning within downtown is illustrated on the Downtown Regulating Plan, Map #21.~~~~

ITEM 2:

While downtown is unique (it is defined on the Zoning Map with the Commercial Business (CB) zoning designation), it functions as the focus point of a larger core area anchored by Northern Arizona University to the south and the Flagstaff Medical Center's campus to the north. This is generally what is known as the Flagstaff Central District as mapped in the Zoning Code. Most of this area has been designated with optionally-applied transect zones as illustrated in Map #21, Downtown Regulating Plan, includes a number of historic neighborhoods such as Flagstaff Townsite, North End, Southside, and parts of La Plaza Vieja. As these historic neighborhoods are highly valued by Flagstaff residents, appropriate goals and polices to support their preservation are included in Chapter VIII, Community Character.

Formerly IX-30:

DOWNTOWN GOALS AND POLICIES

ITEM 19:

Goal LU.9. Prioritize the continual reinvigoration of downtown Flagstaff, whose strategic location, walkable blocks, and historic buildings will continue to be a vibrant destination for all of culture, civics, and the arts.

Policy LU.9.1. All businesses and community services on the ground floor should be pedestrian accessible directly from a public space, such as a street, alley, square, plaza, or interior corridor.

Policy LU.9.2. Encourage new multi-story mixed-use buildings to have windows and doors facing the sidewalks. Policy LU.9.3. Design new downtown buildings to have a majority of the total linear frontages of mixed-use and nonresidential building facades built to the sidewalk.

Policy LU.9.4. Encourage various housing types that appeal to a diverse range of ages and income.

Policy LU.9.5. Encourage adaptive re-use of historic structures for a variety of commercial spaces and housing options. Policy LU.9.6. Strive for a wide variety of activities in downtown to create a healthy mix of housing, employment, shopping, cultural, and civic uses.

Policy LU.9.7. Include new and improved civic buildings and civic spaces into downtown redevelopment strategies.

Policy LU.9.8. Maintain and enhance Heritage Square and Wheeler Park as critical civic space for social gathering and community well-being.

Goal LU.10. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status as the best-served and most accessible location in the region.

Note: For more information, refer to the Transit section of the Transportation chapter as well as related transit plans listed in Appendix A.

Policy LU.10.1. Invest in downtown's streets and sidewalks so that they remain Flagstaff's premiere public spaces.

Policy LU.10.2. Create a downtown parking strategy plan that continues to utilize and improve upon on-street parking, public parking lots and garages, and shared private parking spaces, with clear signage for way finding and to inform the public of all parking options.

Policy LU.10.3. Locate public and private parking facilities, lots, and garages carefully, screening parking from streets, squares, and plazas.

Policy LU.10.4. Incorporate liner buildings and larger mixed-use projects into parking facilities.

Policy LU.10.5. Maintain rear alleys for access to mid-block parking spaces to provide an out-of-sight location for utility equipment, and to allow the fronts of buildings to be free of driveways and parking garage entrances.

Policy LU.10.6. Revise parking regulations to encourage shared parking between various uses within existing structures.

Policy LU.10.7. Provide multiple routes and pathways for vehicular and pedestrian movement.

ITEM 22:

Policy LU.10.8. Provide for strong connections from the Flagstaff Medical Campus to the Northern Arizona University campus via pedestrian paths, bicycle connections, [streets](#), and transit service.

ITEM 21:

Policy LU.10.9. As defined in the FUTS Master Plan, include ~~downtown~~-trail access points, bicycle parking, and bicycle facilities.

Policy LU.10.10. Seek opportunities to improve ADA accessibility in downtown.

ITEM 35:

Policy [LU10.11 Develop a residential parking program to address the impacts of on-street parking in the downtown and surrounding areas.](#)

Formerly IX-32 – ITEM 5

SUBURBAN ACTIVITY CENTERS CHARACTERISTICS

~~An are~~-areas ~~typically within a ¼ mile walking radius (the pedestrian shed)~~ located [at the intersection of](#) ~~on~~-two collectors-/-neighborhood streets, [with vertical or horizontal](#) ~~of~~-mixed-use (mix of any: businesses, retail, residential, offices, medical, services, etc.) ~~vertical or horizontal~~, serving the surrounding neighborhoods. [A suburban activity center](#) can [serve a](#) ~~include~~-REGIONAL COMMERCIAL or NEIGHBORHOOD COMMERCIAL [scale](#).

Formerly IX-38

SUBURBAN AREAS GOALS AND POLICIES

Goal LU.11. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Policy LU.11.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.

Policy LU.11.2. Consider public transit connections in suburban development.

Policy LU.11.3. Consider retro-fitting suburbs for walkability and mixed-use.

Policy LU.11.4. Plan suburban development to include a variety of housing options.

Policy LU.11.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in ~~commercial cores of~~ mixed-use and activity centers and corridors.

Policy LU.11.6. Include a mix of uses and access to surrounding neighborhoods in new suburban commercial development.

Policy LU.11.7. Include employment opportunities in all suburban activity centers.

Policy LU.11.8. Locate civic spaces, parks, and institutional uses within neighborhood pedestrian sheds.

Policy LU.11.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborwoods.

Policy LU.11.10. Protect wildlife corridors where appropriate.

[Policy LU.11.11 Promote cluster development as an alternative development pattern in appropriate locations as a means of preserving rural resources and to minimize service and utility costs. \[STAFF SUGGESTION – THIS POLICY IS IN RURAL AREAS AND SEEMS APPROPRIATE IN SUBURBAN AREA TYPES AS WELL\]](#)

Formerly IX-47

EMPLOYMENT AREAS GOALS AND POLICIES

Goal LU.13. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.

Policy LU.13.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training with other necessary workforce services and transportation options.

Policy LU.13.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.

Policy LU.13.3. Incorporate neighborhood/support retail and other commercial uses, including childcare facilities, within new and renovated employment centers..

Policy LU.13.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.

ITEM 17:

~~Policy LU.13.5. Provide an attractive, high-quality employee environment in new and renovated employment center design.~~

Goal LU.14. Establish heavy industrial areas that provide for the manufacturing of goods, flexible space, and intermodal facilities that are well maintained, attractive and compatible with adjoining nonindustrial uses.

Other related policies: Policy ED.3.9 in the Economic Development chapter.

ITEM 24:

Policy LU.14.1. Encourage the continued intensification, expansion, and protection of existing industrial, warehousing, and distribution uses from encroachment, [where appropriate](#).

Policy LU.14.2. Ensure new industrial areas are compatible with surrounding areas.

ITEM 25:

Policy LU.14.3. Locate new industrial areas near the rail line, [major highways](#) or interstate, and ensure they are designed to be compatible with surrounding uses and gateway features.

Policy LU.14.4. Limit the impacts of truck traffic on residential areas.

Policy LU.14.5. Consider all health impacts on the community in the design of new industrial uses, such as wastewater treatment, traffic safety, noise, and other impacts.

Formerly IX-49

Activity Centers

Flagstaff has many existing activity centers (Map #22), which this plan identifies, along with a number of potential future activity centers. With a focus of investments and development to the urban core as a growth management strategy, activity centers are vital in producing the compact urban [form nodes](#) necessary for efficient infrastructure, transit, walkability, job creation, and protection of our natural resources.

By promoting activity centers and mixed- use development in the Flagstaff region, the community will benefit from:

- Places for people to shop, eat, and entertain

- Sites for community events, activities, and celebrations
- A range of housing types and configurations
- New destinations within a short distance of existing neighborhoods
- Opportunities to increase walking, biking, and transit use
- More efficient use of existing public infrastructure
- Opportunity to foster vibrant, walkable communities
- Incubators for art, community, or non-profit enterprises
- Activity centers with anchors that appeal to locals, not just visitors
- Active, healthier lifestyles
- Conservation of land by accommodating more people in less space
- [Preservation of open space](#)
- A range of transportation alternatives
- Reduced congestion
- Lower infrastructure costs for communities, families, and individuals
- Reduced household expenses related to transportation and energy
- Added convenience by putting destinations closer together

Activity Centers and Corridors: Mixed-use centers that vary by scale and activity mix depending on location. They include commercial, retail, offices, residential, shared parking, and public spaces. This plan identifies existing and potentially new activity centers throughout the planning area, including urban, suburban, and rural centers.

Neighborhoods: Includes both geographic (place-oriented) and social (people-oriented) components, and may be an area with similar housing types and market values, or an area surrounding a local institution patronized by residents, such as a church, school, or social agency.

A Vision for Our Activity Centers

Existing activity centers have great potential for increased activities, densities and mixed-use with focused reinvestment by both the public and private sectors. These are ideal locations for optimal transit connectivity, increased pedestrian and bicycle use, and infrastructure improvements. For example, activity centers around Northern Arizona University could also meet the demand for more multi-family housing units, and student-oriented services and goods.

Potential new activity centers have been located where the future road network intersects, and future development has been proposed. This plan ~~is encouraging that~~ future development [to be](#) focused on, and [planned](#) around activity centers.

Every activity center works at its own scale, serving the needs of the surrounding community. That scale is directly related to the road types serving the center and surrounding development. Regional centers – the biggest centers – are located at the intersection of major roads and have multiple large residential developments with direct access to it.

Neighborhood centers are [typically](#) established at [the intersections of](#) circulation and access roads, ~~but not all of these intersection types establish centers.~~

An **urban activity center** holds the greatest densities of housing and intensities of commercial and retail space, yet it is still appropriately designed for the region, contextual in scale and form, and architecturally complements the environment and views. Even the most urban areas of Flagstaff host the most amazing views of the mountains, and respecting the views will maintain our unique sense of place. Higher

densities and maintaining views may seem like a contradiction, but it is a matter of thoughtful and sensitive design. Urban activity centers create the densities that make transit work and provide the intense creative places and social interactions desired by today's and tomorrow's workforce.

Suburban activity centers provide the node for a neighborhood's schools, parks, local restaurants, and grocery stores and are located next to higher- density residential development easily accessible by walking or biking. They may provide an opportunity for medium-density mixed-use.

Rural activity centers are appropriate in scale to the rural community and may be two or three stories in height, in which one additional activity is considered "growth." These are strategically located to provide convenience for those living in the rural areas.

Formerly IX-55

ACTIVITY CENTERS AND CORRIDORS GOALS AND POLICIES

Goal LU.16. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

Policy LU.16.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.

Policy LU.16.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.

Policy LU.16.3. Redevelop underutilized properties, upgrade aging infrastructure, and enhance rights-of-way and public spaces so that existing activity centers and corridors can realize their full potential.

Note: Refer to Cost of Development Chapter XI, especially for the potential of public-private partnerships.

Policy LU.16.4. Encourage activity centers and corridors to provide housing of various types and price points, especially attached and multi-family housing.

ITEM 4 & 27:

Policy LU.16.5. Plan for and support multi-modal activity ~~pedestrian and transit friendly~~ centers and corridors with an emphasis on pedestrian and transit friendly design.

Policy LU 16.6. Support increased densities within activity centers and corridors.

Policy LU.16.7. Concentrate commercial, retail, services, and mixed use within the activity center commercial core.

Policy LU.16.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.

ITEM 28:

~~Policy LU 16.9. Adopt traffic regulations to prioritize pedestrian oriented design for all activity centers.~~

Policy LU.16.9.~~10~~. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale with adequate vehicle access.

Policy LU.16.~~10~~¹. Corridors should increase their variety and intensity of uses as they approach activity centers.

Policy LU.16.~~12~~¹¹. Land use policies pertaining to a designated corridor generally apply to a depth of one parcel or one and one-half blocks, whichever is greater.

Policy LU.16.~~12~~³. Corridors should focus commercial development to the corridor frontage and residential to the back.

Policy LU.16.~~13~~⁴. Promote higher density development in targeted areas where economically viable and desired by the public.

Policy LU.16.~~14~~⁵. Endorse efficiency of infrastructure with compact development within targeted activity centers.

Policy LU.16.~~15~~⁶. Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural and man-made barriers like terrain or the interstate, road networks, and existing development patterns.

Goal LU.17. Develop a manageable evolution of the main corridors into contextual place makers.

Policy LU.17.1. Develop a specific plan for each “Great Street” corridor.

Policy LU.17.2. Establish the context and regional or neighborhood scale of each corridor prior to design with special consideration for those intended to remain residential or natural in character.

Policy LU.17.3. Enhance the viewsheds and frame the view along the corridors through design.

Policy LU.17.5. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.

Note: Refer to the discussion of “Great Streets” in the Community

CHAPTER X – TRANSPORTATION

X-21 – ITEM 5:

Policy T.1.8. Plan for development to provide on-site, publicly owned transportation improvements [and provide adequate parking](#).

X-10 – ITEM 7:

Policy T.6.3. Educate bicyclists and motorists about bicyclist safety through education programs, ~~targeted~~ enforcement, and detailed crash analyses.

X-19 – ITEM 9:

Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life [while maintaining traffic safety](#).

X-19 – ITEM 19:

New Policy: [T8.5. Maintain the City's street infrastructure in a cost effective manner to ensure the safety and convenience of all users.](#)

CHAPTER XI – COST OF DEVELOPMENT

No suggested changes

CHAPTER XII – PUBLIC FACILITIES & SAFETY

XII-10 – ITEM 1:

Policy PF.2.4. Support ~~Enhanced~~ [quality](#) ~~C~~civic ~~D~~design for all public facilities.

XII-6 – ITEM 2:

Policy PF.1.3. Support evidence-based, ongoing assessment of the region's vulnerability and risk to changes in local climate. Incorporate ~~future~~ climate projections [and historic data](#) into emergency operations and hazard mitigation planning efforts.

CHAPTER XIII – NEIGHBORHOODS, HOUSING, & URBAN CONSERVATION

XIII-3 – ITEM 1:

Northern Arizona University students currently make up approximately 25 percent of our population, and their continued demand for student housing impacts cost and availability of housing in the region, resulting in a higher demand for multi-family housing, or housing affordable for single-incomes or multiple low incomes (students). [Housing developments catering specifically to Northern Arizona University \(NAU\) students may also have negative impacts on existing neighborhoods, especially those closest to the university campus. These impacts may include for example, parking and noise concerns, and the need to ensure new student housing projects are appropriately designed and situated with regard to neighborhood character and scale. It is, therefore, important to continue to foster close work relations with NAU, and to adopt and implement appropriate tools and programs to mitigate these impacts.](#)

[Add new Policy NH1.7. Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale.](#)

XIII-10 – ITEM 2:

Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. [When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the redevelopment process.](#)

XIII-5:

The Flagstaff MSA has the highest FMRs in the state, reflective of the high rental costs in the community. In addition, median home prices are [the](#) second highest in the state.

[The City of Flagstaff Housing Section provides Landlord Tenant Act and Fair Housing Act education and referral information. In addition, every five years, the City completes an Analysis of Impediments to Fair Housing Choice, a document that analyses housing conditions within the City of Flagstaff and establishes goals to help reduce the impediments.](#)

XIII-9 – ITEM 3:

Policy NH.1.2. Respect traditions, identifiable styles, proportions, streetscapes, relationships between buildings, yards, and roadways; and use historically appropriate and compatible building and structural materials when making changes to existing neighborhoods, [especially in historic neighborhoods.](#)

XIII-9 – ITEM 4:

Policy NH.1.4. Foster ~~central~~ points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.

XIII-7 – ITEM 5 (From Public Facilities section):

Although “enhancing neighborhoods” appears as a good overall objective and fosters pride of place, it also raises concerns of gentrification and affordability. [While many Flagstaff neighborhoods will experience change over time, existing neighborhood values and character, as well as cultural diversity, must should be considered during the redevelopment process. Efforts to stabilize certain neighborhoods during redevelopment may also be necessary.](#) One example of this balancing act will be the Southside neighborhood after the Rio de Flag flood control project is complete. With the threat of potential flooding eliminated, the neighborhood will be ripe for redevelopment and infill development that could push out its long-time residents and businesses. In an effort to manage potential transformation and preservation, the neighborhood created The Southside 2005 Plan to guide its future.

XIII-9 – ITEM 5: Use traditional neighborhood design ~~(TND)~~ standards for new and revitalized urban neighborhoods, ~~implementing the SmartCode~~ in conjunction with neighborhood plans, specific plans or master plans.

XIII-10 – ITEM 7:

Goal NH.4. All housing is ~~decent~~, safe, and sanitary.

XIII-10 – ITEM 8:

Policy NH.4.2. ~~Eliminate~~ [Reduce](#) substandard housing units by conserving and rehabilitating existing housing stock [to minimize impacts on existing residents.](#)

XIII-9 – ITEM 34: (From Land Use section)

New Policy: [NH.1.7. Prioritize the stabilization of a neighborhood’s identity and maintain existing cultural diversity as new development occurs.](#)

CHAPTER XIV – ECONOMIC DEVELOPMENT

XIV-12 – Parking Garage ITEM 1:

New policy: [ED.5.6. Support Southwest culture in the visual and performing arts, including for example, an annual Native American Pow-Wow.](#)

XIV-4 – ITEM 3:

~~Policy ED.1.3. Provide an accurate and up-to-date procedural guide for business development.~~

XIV-4 – ITEM 5:

Policy ED.1.7. Actively recruit diverse ~~cultural~~ representation for all committee vacancies.

XIV-10 – ITEM 6:

(Moved under the new Tourism Section) ~~Policy ED.3.2. Support and promote the diversification and specialization of the tourism sector, including but not limited to heritage-, eco-, and adventure tourism.~~
[Policy ED.6.1 Support and promote the diversification and specialization of the tourism sector, including but not limited to heritage-, eco-, and adventure-tourism.](#)

XIV-10 – ITEM 7:

Policy ED.3.9. Protect existing business and industrial land ~~areas- use~~ from encroachment ~~and to~~ allow for their expansion.

XIV-11 – ITEM 9:

Policy ED.4.6. ~~Develop~~ [Encourage development of](#) specific area plans for targeted industrial, and business park land, which have been identified as major employment centers in the Flagstaff Regional Plan.

XIV-11 – ITEM 10:

Policy ED.4.8. When planning for future growth, consider tribal, cultural, and natural resources [in balance with community needs.](#)

XIV-7 – ITEM 14:

Add to end of second paragraph: [Economic Collaborative of Northern Arizona \(ECoNA\) reports that the annual economic impact of NAU on the Flagstaff region is approximately \\$1.6 billion.](#)

Add to end of third paragraph: [ECoNA reports that CCC contributes approximately \\$167 million annually to the economy of the Flagstaff region.](#)

XIV-4 – ITEM 19:

New section before **Responsive Government**:

[Economic Impact of Native American Tribes](#)

[Residents from the Hopi Tribe and Navajo Nation spend over \\$200 million annually in the Flagstaff region. Residents of the Hualapai, Yavapai-Apache, and Havasupai Tribes also contribute to the Flagstaff region’s economy, but this contribution is a much smaller amount. No data is available on the economic](#)

[impact of the new Twin Arrows Casino, which opened in 2013, however, any approved development expansion of the casino will add future jobs for Flagstaff residents.](#)

XIV-8/9 – ITEMS 20 and 40:

[Workforce Training Organizations](#)

[-Chamber of Commerce](#)

[-City of Flagstaff](#)

[-Coconino Community College](#)

[-Coconino County Career Center](#)

[-Economic Collaborative of Northern Arizona \(ECoNA\)](#)

[-Flagstaff Unified School District](#)

[-Goodwill Industries of Northern Arizona](#)

[-Health Care and Allied Health](#)

[-Northern Arizona Center for Entrepreneurship and Technology \(NACET\)](#)

[-Northern Arizona University](#)

[-Sustainable Economic Development Initiative \(SEDI\)](#)

XIV-1 – ITEM 22:

The region's economy, while independent, also influences and is influenced by the greater context of the global community. By continuing to be adaptable to the global economy and supportive with [strategic investments](#)~~targeted investments~~ [in economic development](#), the region will be able to increase business diversity and opportunities, supply local needs, increase exports, and build a broad tax base. Understanding that the purpose of economic development is to improve overall community prosperity, the region's residents and businesses support collaborative economic development activities [resulting in balanced growth](#).

XIV-1 – ITEM 23:

This chapter focuses on three priority areas of public [and private](#) investment:

1. [Educational partnerships](#). Maintaining and expanding infrastructure to support and promote economic development.
2. [Balanced and diverse industries](#). Concentrating development for higher efficiencies.
3. [Responsive government attuned to the need of job creation and retention](#). Maintaining and enhancing our community's image.

[Refer to Chapter IX – Land Use for further discussion of gentrification issues in existing neighborhoods.](#)

XIV-2 – ITEM 25:

Helpful Terms

“Community vitality” refers to the overall well-being of residents [and the economic strength and stability of the region](#).

The ***“livability index”*** is a means to quantitatively measure “quality of life” in a particular city. The number is based upon various factors, such as average wage, cost of living, pollution, social services, cultural opportunities, [job growth](#), and diversity.

XIV-2 – ITEM 26:

Flagstaff is home to a highly educated population, which presents the potential for increased [business diversity and wage growth](#)~~wages~~ as time goes on.

XIV-3 – ITEM 27:

Due to its geographically remote location, the region requires economic security and self-sufficiency in the way of a responsive education system to effectively train a workforce for future needs, industrial land served by infrastructure, efficient communication and high-speed internet, a culture of healthy idea-exchange, affordable~~accessible~~ housing options, efficient transportation, and protection of the existing high quality of life.

XIV-12 – ITEM 28:

[Insert new Flagstaff Pulliam Airport section]

Flagstaff Pulliam Airport

The Pulliam Airport is located on 795 acres on the southwest side of the City, just off I-17 with a traffic interchange, at an elevation of 7,011 feet above sea level. The airport was constructed in 1949 on United States Forest Service land deeded to the City through the Federal Airport Act. The federal government structured the land deed around the airport to support sustainable revenue streams, which are to support airport facilities and operations. Thus, land leasing and appropriate land use are important elements to future planning efforts for an Airport Business Park. An existing Pulliam Airport Master Plan governs the operations of the airport, with federal airport regulations and guidelines for airport expansion and growth. An Airport Business Park Plan (as an Activity Center) would guide and encourage appropriate use, infrastructure for business growth, and gateway opportunities outside of and around the actual airport land. The land currently surrounding the airport - which is not federal forest land - is currently zoned for industrial uses, and could support approximately 11 million square feet of commercial/business development, yet lacks the infrastructure (road, water, sewer, power and data) to support that growth. As a first step, APS is building a new substation in 2014.

FLAGSTAFF PULLIAM AIRPORT Goals and Policies

Goal ED. 5. The Pulliam Airport will continue to serve the Northern Arizona region for air transportation, multimodal connectivity and business growth potential.

Policy ED.5.1. Develop an Airport Business Park Specific Plan, outlining potential for connectivity, business and light industrial growth, and gateway opportunities.

Policy ED.5.2. Provide a clear process for becoming a business park lease.

XIV-12 – ITEM 28:

[Insert new Tourism section]

Tourism

Flagstaff prospers from its proximity to all the cultural and natural wonders of our region, including national parks, Route 66, Ponderosa pine forest, and tribal lands. These factors have led to healthy growth in our economy, with over four million visitors coming through Flagstaff each year. This visitation has created over 390 million visitors coming through Flagstaff each year. It is in our shared interest to increase tourism by offering a wider range of activities and attractions, along with the necessary amenities to support them. Expanding opportunities in eco-tourism, adventure tourism, and heritage-tourism have great potential to increase the existing visitor base. Northern Arizona's extensive trail systems and high altitude are prime conditions for hosting special athletic events and establishing athletic training facilities for both domestic and international athletes. Furthermore, continued development of seasonal recreation activities strengthens year-round visitation to the Flagstaff area. Our Dark Sky designation is another unique attraction with possibilities for educational- and science-

based tourism activities. Continued efforts to evolve downtown amenities, special events programming, area attractions, and access among different modes of travel will contribute to a heightened travel experience, resulting in greater economic prosperity for Flagstaff and the region.

TOURISM Goals and Policies

Goal ED. 6. Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.

Policy ED.6.1 Support and promote the diversification and specialization of the tourism sector, with heritage-, eco-, and adventure-tourism.

Policy ED.6.2. Encourage cultural tourism with the advancement of heritage sites and special events.
Policy ED.6.3. Develop a business plan for an annual regional rodeo.

Policy ED.6.4. Continue to advance high-altitude athletic training and “extreme sport” events and programs.

Policy ED.6.5. Encourage business education about the importance of tourism and its positive impacts on our region.

XIV-4 – ITEM 29:

A responsive government is one that goes beyond providing basic services; it understands the community vision and develops policies and procedures to create a healthy and sustainable business environment. Good government processes lead to transparency and consistent decision making. This is attractive to the businesses of tomorrow looking for a particular quality of life and a predictable business environment. Governing agencies can collaborate with regional economic development partners and use available economic development tools to identify ways to advance strategic targeted investments in infrastructure, encourage private investment, create jobs, and encourage ensure better planned-new development and reinvestment. This leads to overall increased community prosperity and economic vitality.

XIV-5 – ITEM 30:

Flagstaff boasts a highly educated population (based on 2010 Census data, 39.4 percent of residents hold university degrees, compared to the national average of 24.4 percent). In addition, workforce training is a priority. ~~Since our future workforce will focus on research/development and innovative thinking, r~~Regional efforts for education and training should provide for the full range of jobs, including all service industries, high-tech industries, manufacturing, customer service, innovative thinking, and creative problem-solving and entrepreneurship. A high-quality labor force is essential in attracting a new business, as it is a primary factor in determining a new business location as well as a local business' ability to expand. A well-trained, well-compensated, and diversified labor force contributes to a healthy local economy and positive community image.

New Policy: ED.1.8. Establish policy and tools to consider the impacts of redevelopment on local residents.

XIV-5 – ITEM 31:

The chart showing Flagstaff employment and average wages will be removed. Insert -
[For more information about the local workforce, employment, and average wages, please visit www.ChooseFlagstaff.com.](http://www.ChooseFlagstaff.com)

XIV-6 - ITEM 33: (Incomplete – the list will be expanded in the final document)

Charter Schools

[BASIS](#)

[FALA](#)

[Montessori School of Flagstaff](#)

[Mountain School](#)

[Northland Prep Academy](#)

[Pine Forest](#)

[Star Charter](#)

ITEM 34:

[CollegeAmerica — CollegeAmerica, a private non-profit institution was established in 1964 and acquired a location in Flagstaff in 2001. CollegeAmerica offers Associates, Bachelors and Masters degrees in the healthcare, business, information technology and graphic arts fields.](#)

[SOURCE: Flagstaff Convention & Visitors Bureau](#)

XIV-7 – ITEM 37:

~~High quality educational opportunities at all levels are essential to sustain a healthy, diverse economy. As quality employers and employees demand high quality K-12 / pre-school through university education for their children and future workforce, the region's educational institutions are incorporating the STEM Initiative, making Flagstaff America's first self-appointed STEM community. Our regional education partners can build on this success.~~

XIV-7 – ITEM 38:

Policy ED.2.2. Support collaborative workforce training efforts by ~~high schools~~ [secondary schools](#), Coconino Community College, Northern Arizona University, and regional economic development partners.

XIV-10 – ITEM 41:

Examples of Flagstaff's Largest Employers

Manufacturing

- IML Manufacturing
- Joy Cone
- Nestle-Purina
- Prent Thermoforming
- W.L. Gore & Associates

Healthcare

- [Flagstaff Medical Center](#)
- [North Country](#)

Research

- Lowell Observatory
- Naval Observatory
- Northern Arizona University

- Machine Solutions

- TGen North

- United States Geological Survey

Public

- AZ Department of Transportation

- City of Flagstaff

- Coconino Community College

- Coconino County

- Flagstaff Unified School District

- Grand Canyon Trust Center

- Northern Arizona University

- United States Forest Service

Tourism

Little America

Pulliam Airport

Snowbowl

*For more information about employers in the Flagstaff area, please visit: www.ChooseFlagstaff.com

XIV-10 - ITEM 43:

Policy ED.3.9. Protect existing business and industrial land uses areas from encroachment to allow for their expansion.

XIV-11 – ITEM 44:

The Flagstaff region emphasizes a diverse local economy, welcoming all industry sectors to help create a strong economic base. Strategic recruitment of targeted industry sectors will expand and diversify the economic base, benefiting the community as a whole. Economic development partners are encouraged to will work together to develop and manage a strong, singular marketing message. Public private partnerships are needed to invest in the necessary infrastructure. Attraction efforts should focus on high-skill, high-wage, and low-impact jobs as evidenced in Flagstaff's current growth sectors and emerging technologies.

XIV-12 – ITEM 47:

Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.

XIV-12 – ITEM 48:

~~Policy ED.4.7. Prioritize attraction of companies that contribute to low-impact and livable wage jobs.~~

XIV-12 – ITEM 50

Policy ED.7.2. Coordinate and manage community branding to effectively position the region for global marketing.

CHAPTER XV – RECREATION

No suggested changes

IMPLEMENTATION

Annual Report - Appendix D to be edited and presented to Council for review (See attached). The amendments to the annual report reflect the data that is currently maintained by staff (or that could be with minimal effort), and that specifically relate to the implementation of the Regional Plan.

GENERAL

ITEM 2:

The list of goals and policies now in the beginning of the Plan will be moved to Appendix B. All strategies now in Appendix B will be moved to a separate document.

Appendix B - Goals and Policies Preamble: While all the goals and policies in the Plan are directed to future needs and accomplishments, it is important to understand that many of them also reflect ongoing programs, initiatives, and actions already implemented by City, County, and other policy and decision makers.

Goals and Policies in this document do not override the community's ability or inability to fund the recommended actions.

Community Contributors to the Regional Plan

Revisit contributors to the Regional Plan – delete the “Flagstaff Tea Party” from the list at their request. Insert the following before the list of community contributors:

The Flagstaff Regional Plan 2030 reflects the contributions of many community organizations, and individuals too numerous to mention, that have participated in the creation of this Plan. Listed here are many of those organizations. Their inclusion on this list is only to appreciate their contribution, and does not indicate endorsement of this Plan in its final form.

GLOSSARY

Chapter IV – ITEM 1:

Conservation Land System (CLS): A Conservation Land System is an integrated system of public land (in this case City and County lands, linked to National Forest lands by trails) intended for the benefit of residents, and visitors, providing passive and active recreation, natural and scenic areas, non-motorized trails (FUTS), and cultural and historical preservation. Conservation can be achieved through a variety of means, including but not limited to acquisition, conservation easement, transfer of development rights, intergovernmental agreements or conservation agreements.

Chapter IX – ITEM 3:

Compact Development - development that uses land efficiently through creative and intensive site, neighborhood, and district design. ~~development that takes place within a defined, concentrated or central area, sometimes designated by an urban growth boundary.~~ **Compact Development:**

Chapter IX – ITEM 34 & 36:

Gentrification – is a shift in an urban community toward wealthier residents and/or businesses and increasing property values, often at the expense of the poorer residents of the community. This is a result of the process of renewal and rebuilding.

LIST OF ATTACHMENTS

The list of goals and policies now in the beginning of the Plan will be moved to Appendix B. All strategies now in Appendix B will be moved to a separate document.

- Amendments to the table on Page III-9, **Regional Plan Amendment Processes**
- Amendments proposed in **Chapter IX, Growth Areas and Land Use** (Inserted after Page 7)
- Proposed Amendments to **Appendix D, Annual Report Template**

Proposed Regional Plan Amendment Processes

	Major Amendment	Minor Amendment
Proposed Change to Urban Growth Boundary		
	Any expansion of the urban growth boundary that requires an expansion of utility infrastructure as determined in an utility analysis	Any expansion of the urban growth boundary if there is no expansion of utility infrastructure as determined in an utility analysis
Proposed Change to Area Types		
Protect employment areas	Any change to the boundaries of employment areas to urban, suburban, or rural area types	Any change from urban, suburban, or rural area types to employment area type
Expanding or changing the boundaries of one area type to another area type within the specified acreage thresholds	Urban to suburban greater than 10 acres	Urban to suburban less than or equal to 10 acres
	Urban to rural of any size	
	Suburban to urban greater than <u>5-10</u> acres	<u>Suburban to urban less than or equal to 10 acres</u>
		Suburban to rural less than or equal to 5 acres
	Rural to suburban greater than 20 acres	Rural to suburban less than or equal to 20 acres
	Rural to urban of any size	
Proposed Change to Open Space		
Open Space is publicly owned land dedicated for conservation	Any reduction to the boundary of land purchased for conservation	Any expansion of land for conservation <i>(Assuming no regional plan amendment fee)</i>
Proposed Change to *Activity Centers & Corridors		
Expansion of activity centers and corridors	Any commercial activities proposed outside of the activity center and along a corridor that is not contiguous to the activity center	Any commercial activities proposed outside of the activity center that are contiguous to the activity center
		Any commercial activities proposed outside of the activity center that are not contiguous to the activity center but are located on a great street or corridor
**All activity center or corridor Illustrative Plans; <i>Administrative review process</i>	Addition of a new activity center; <i>Specific Plan needed, see Map 22</i>	Specific Plan for existing activity center or corridor <u>Relocation of an activity center within the same general area</u>
	Addition of a corridor or great street <i>Specific Plan needed, see Map 14.</i>	Minor adjustments to an activity center or corridor pedestrian shed
	<u>Extension of a corridor or great street more than a 1/4 mile in length</u>	Extension of a corridor or great street 1/4 mile in length or less
Other Proposed Changes		
		Proposed policy (text) changes to the General Plan and other land use plans, such as Open Space Plan, Parks & Recreation Plan, etc.

* See discussion of activity centers in Land Use chapter

**See definition of Illustrative Plan in Land Use chapter page IX-58

Appendix D Annual Report Template

The purpose of an Annual Report is to monitor how the Flagstaff Regional Plan continues to reflect core community values and to evaluate how new developments have been approved in compliance with the plan. It is a “progress report” on the Regional Plan’s implementation that highlights progress made by all City departments and partnering agencies, as well as identifying and addressing barriers. To achieve this, department directors will provide the City Manager and City Council an Annual Report of Regional Plan-related activities prior to the initiation of the budget process each year.

Objectives for an Annual Report

- Measure the City and County’s success in achieving plan goals and policies through metrics that indicate progress toward ~~or away from a resilient community~~ the region’s future vision.; such as measuring on an annual ~~and per-project~~ basis how indicators have been achieved (see metrics below).
- Identify appropriate strategies to achieve priority goal and policies be pursued under the coming year’s budget
- Identify unlisted strategies to be pursued under the coming year’s budget
- Document growth trends and compare those trends to plan objectives [MARK L.]
- List development actions that affect the plan’s provisions
- Explain difficulties in implementing the plan
- Review community indicators (following three pages)
- Review any outside agencies’ actions affecting the plan [MARK L.]

Data for Annual Report

- **Community Survey** – This consists of ~~as the~~ community outreach component of the annual report conducted every 5 years. It is used to capture the perspective on the livability of the City from those who live and/or work in the region.
- **Livability Index** – This consists of several indicators and data points that will be used to measure the Regional Plan’s success over time in achieving the Plan’s vision to be a resilient city and a good steward of this unique environment.
- ~~**Implementation Program** – a “progress report” on the Regional Plan’s implementation – highlight progress made by all departments and partnering agencies, as well as identifying and addressing barriers.~~
- **Development Activity and Infill** – a summary of the development that has occurred in the prior year, and how it has impacted the overall community.
- ~~Arizona Growing Smarter report~~

Examples of Metrics To Be Calculated Annually

Indicators of Overall Community Well Being:

- Population and demographic characteristics ~~growth rate~~ (from federal and state census updates)
- ~~Population by age~~
- ~~Number of civic/neighborhood organizations~~

- Income [characteristics growth](#)(every 5 years or as available)
- ~~Income inequality~~
- Voter turnout [after local elections](#)
- Educational attainment (~~HS, GED, Industry Certifications, Associates, Bachelors, Masters~~[based on census updates](#))
- ~~Uninsured adults~~
- ~~Access to healthy foods~~

Environmental and Conservation Planning / Open Space

- ~~Renewable resources used / total natural resources used per year (e.g., renewable power used / all electricity used)~~
- ~~Quantity of natural capital (timber, water, energy — solar and wind productivity and potential)~~
- ~~Percentage of development projects in compliance with Dark Sky requirements~~
- Wildlife corridors and habitat land consumed [or preserved](#) by development (Arizona Game and Fish Department-designated)
- Concentration of natural resources, conservation priority areas, open space acres protected through conservation easement, purchase, re-zone, etc. [\(when available\)](#)
- Biodiversity – birds, plants, amphibians, fish, mammals, reptiles – total species count – Arizona Game and Fish Department data [\(when available\)](#)

Water Resources

- Water usages rates per capita
- Gallons and cost per thousand [persons of](#) treated influent
- Gallons of reclaimed water produced [and](#) —purchased
- [Production vs. total capacity – peak day](#)
- [Water quality – number of nonconforming properties brought into compliance with stormwater regulations](#)
- ~~Water quality violations due to BPA failing~~

Energy

- Number of renewable energy installations put into operation annually (residential-/ commercial)
- ~~Renewable energy generation in MWh~~
- ~~Community energy consumption in MWh~~
- ~~Community fuel consumption in gallons~~
- ~~Community GHG emissions; Cumulative reduction in GHG emissions in pounds~~
- Average energy use for the City of Flagstaff (government buildings and operations)
- Community garden [acerage under cultivation and garden participants](#)~~production in pounds~~
- Green buildings built – residential/commercial

Community Character

- Heritage resources saved, preserved, [demolished, inventoried \(Cultural Resource Survey\)](#)
- ~~Percent of development projects abide by Community Design guidelines~~

- Percent of City public budget (~~local/state~~) for education, art and science – facilities and programs

Land Use and Growth Areas

- Land use zoning distribution in acres: commercial, industrial, public, open space, residential, institutional
- Regional building footprint/City building footprint (how much is actually built upon/total acres)
- Residential Housing permits ~~issued~~authorized – number of units
- Commercial, industrial etc. permits issued – square foot
- Amount of commercial and industrial space added or lost
- Number of mixed-use development projects
- 100-year water demand studies per project – City only (Utilities Division updates)
- Total number of infill projects ~~per year~~ – residential/commercial
- Total number of brownfield redevelopment projects ~~per year~~ – residential/commercial
- Quantity and cost of additional infrastructure maintenance and repair ~~in downtown~~

Transportation

- Walkability index (data available annually)
- Mode share numbers – type of trip by walk, bike, transit, ride-share, drive alone (when available – typically 5 years)
- Number of pedestrian/car accidents (data available annually)
- Number of bicycle/car accidents (data available annually)
- Access to public transit: percentage of population within ¼ mile and ½ mile of public transit (data available annually)
- Miles of FUTS/bike lanes installed (data available annually)
- Complete/incomplete sidewalk grid
- Miles Percentage of road improvements remodeling (~~diets / complete streets / redevelopment / etc.~~ repaving, utility replacement, sidewalk replacement, etc.)
- ~~Amount of pedestrian access points per commercial or industrial development~~
- Connectivity of roadways – measured in intersections per square mile (future FMPO metric)
- Vehicle Miles Traveled (VMT) - average per resident (now available every 3-4 years; in long term annually)

Cost of Development

- In annual prioritization for infrastructure:
 - Percent ~~is~~ allocated for road maintenance activity centers
 - Percent ~~is~~ allocated for 'Great Streets' corridors utility maintenance (water, reclaimed water, and sewer)
 - Percent ~~is~~ allocated for other City capital projects neighborhood enhancements
- ~~Number of collaborative development projects per year – grants, public/private partnerships, shared resources, etc.~~
 - ~~Total number~~
 - ~~Percent in redevelopment projects~~

Public Facilities

- Amount ~~Pounds~~ of municipal solid waste delivered to the Cinder Lake Landfill and remaining usable life
- Tons of recycling collected and waste diversion rate
- ~~Linear feet of water/sewer mains built new vs. linear feet of water/sewer mains replaced~~
- Percent of eCity budget for infrastructure needs in the (CIP) ~~of that:~~
 - ~~Percent for reinvestment areas — activity centers and corridors~~
 - ~~Percent for new research & development offices, business parks and industrial land~~
- ~~Budget deficiencies for equipment acquisition for emergencies~~
- ~~Percent of total city budget / regional partners allocated to telecommunications infrastructure~~
- ~~Response time — fire/police/Sheriff~~

Neighborhoods and Housing

- Affordability index – annual incomes, monthly income, monthly average housing payment (rent/own) (when available)
- Number ~~Percent~~ of affordable housing per residential projects
- ~~Percent of homes/apartments on the market the average income can afford.~~
- ~~Median wage to median housing price~~ (when available)
- Median housing price ~~for a single family three bedroom homes~~
- Median rents for a two bedroom apartment
- Housing Mix: single family, apartments, townhomes
- Rental / ~~O~~ wnership ratio
- Allocation of CDBG funding
- Number of neighborhood / ~~area~~ / specific illustrative plans completed ~~per year~~
- ~~Number of development projects which consulted neighborhood / area / specific plans~~
- ~~Quantity of public investment in neighborhoods: Grants, Budget allocations, bonding~~
- Number of complaints and violations of dangerous buildings (1997 Housing Code) ~~unsafe housing conditions~~

Economic Development

- Total employment per industry sector (when available)
- ~~Labor Productivity (exports)~~
- ~~Labor Distribution by Industry Sector~~
- Per capita income (when available)
- Growth comparisons: population to workforce (when available)
- ~~Diversity of educational attainment: college certificates, associate degrees and industry certifications in sectors / jobs in sectors — match?~~
- ~~Impact of NACET Business Incubator (graduate businesses)~~

- ~~• Quarterly updates to online information:~~
- ~~• Development processes, development and incentives forms, demographic data, current projects~~
- ~~• Risk assessment for funding mechanisms, life-cycle accounting~~
- Median wage of companies attracted per year
- Percent of population living below the poverty level ~~(city/county in FMPO)~~ [\(when available\)](#)
- ~~• Percent of population on public assistance (city/county in FMPO)~~
- Number of total visitors per year
- Public dollars allocated to parks and recreational venues
- [Public dollars allocated to beautification of public areas](#)
- [Public dollars allocated to business attraction and retention](#)

Recreation

- ~~• Percentage of population within ¼ mile to passive and active parks; ½ mile~~
- Acres added to parks systems
- [Dollars invested in park and recreation facilities – maintenance, improvement, additions](#)
- [Programming of recreational events and activities](#)
- ~~• Percent of collaborative projects~~

This list was derived from an extensive program Alex Wright developed for the City of Flagstaff's Annual Performance Indicators for the Regional Plan 2014. The suggested measurements have been extracted here, the full 44-page report Alex prepared for NAU and the City of Flagstaff is available for review upon request.

2014 ELECTION DATE COMPARISONS

ELECTION DATE	COST PER REG. VOTER	PRO	CON
May 2014 City Issue Only	\$2.50◆ \$5.00◆◆	<ul style="list-style-type: none"> ●Only issue on ballot – more focus on issue ●Could do a Vote-by-Mail Election ●Would keep Regional Plan & Candidate Election separate ●Nonpartisan – not confusing to voters ●Allows one more election cycle before deadline 	<ul style="list-style-type: none"> ●Plan must be adopted and Election called by 1/14/2014 ●Possible lower voter turnout than at November Election
May 2014 w/County Issue	\$2.50◆◆◆	<ul style="list-style-type: none"> ●One of two issues on ballot – more focus ●Would keep Regional Plan & Candidate Election separate 	
August 2014	\$2.00■ <i>Additionally, if a Primary Election was not needed for City candidates, this election would be an unnecessary expense</i>	<ul style="list-style-type: none"> ●Allows more time for review of document 	<ul style="list-style-type: none"> ●<u>Partisan Election</u> <ul style="list-style-type: none"> ·Last issue on ballot (voter fatigue) ·Nonpartisan voters not voting at polls have to request ballot ·Separate ballot required for nonpartisan voters only wanting to vote on City issue ·Makes it very confusing for voters ·Very low voter turnout ●Lack of Predictability
November 2014	\$2.00	<ul style="list-style-type: none"> ●Higher voter turnout (overall, although may not finish ballot due to voter fatigue) ●Allows more time for review of document 	<ul style="list-style-type: none"> ●Last issue on ballot (voter fatigue) ●Last Election before deadline ●Could be a substantial delay between adoption of Plan and Election

- ◆ If Vote-by-Mail Election
- ◆◆ If Polling Place Election – City only
- ◆◆◆ Estimated expense
 - Unknown Additional Cost would be required to provide a separate nonpartisan ballot