

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MAY 20, 2014

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

4:00 P.M. MEETING

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

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

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

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes: City Council Work Session of April 29, 2014; the Special Meeting (Executive Session) of May 6, 2014; the Regular Meeting of May 6, 2014 and the Special Meeting (Executive Session) of May 13, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of April 29, 2014; the Special Meeting (Executive Session) of May 6, 2014; the Regular Meeting of May 6, 2014 and the Special Meeting (Executive Session) of May 13, 2014.

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

None

7. APPOINTMENTS

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

A. Consideration of Appointments: Beautification & Public Art Commission (BPAC).**RECOMMENDED ACTION:**

Make one Art Community appointment to a term expiring June 2017.

Make two At-Large appointments to terms expiring June 2017.

8. LIQUOR LICENSE PUBLIC HEARINGS**A. Consideration and Action on Liquor License Application: Danny Thomas, "Country Host Restaurant", 2700 S. Woodlands Village Blvd., #600, Series 12 (restaurant), New License.****RECOMMENDED ACTION:**

1) Hold the Public Hearing

The City Council has the option to:

2) Forward the application to the State with a recommendation for approval;

3) Forward the application to the State with no recommendation; or

4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

B. Consideration and Action on Liquor License Application: Danny Thomas, "The Patio", 409 S. San Francisco., Series 12 (restaurant), New License.**RECOMMENDED ACTION:**

1) Hold the Public Hearing

The City Council has the option to:

2) Forward the application to the State with a recommendation for approval;

3) Forward the application to the State with no recommendation; or

4) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

9. CONSENT ITEMS

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

- A. Consideration to Purchase:** Two (2) Utility Service Vehicles (***Approve the purchase of two utility service trucks from Babbitt Ford.***)

RECOMMENDED ACTION:

Staff recommends that City Council reject all bids as submitted for Invitation for Bids (IFB) 2014-64, Diesel Service Trucks for Utilities Division.

Accept and approve the purchase of the lowest responsive and responsible bid # 2014-74 from Babbitt Ford of Flagstaff, for the purchase of two (2) 2015 Ford F-250 gas powered pickups in the amount of \$53,703.44 plus applicable sales tax.

- B. Consideration and Approval of Contract:** Rio De Flag Wastewater Plant Air Scrubber Carbon Changeout Maintenance Project (***Approve contract with Carbon Activated Corporation for replacement of carbon media in the air scrubber equipment at the Rio de Flag Wastewater Treatment Plant.***)

RECOMMENDED ACTION:

Accept and approve the contract of the lowest responsive and responsible bid from Carbon Activated Corporation of Phoenix, for the replacement of carbon media in the Air Scrubber (Adsorption) equipment located at the Rio De Flag Wastewater Plant in the amount of \$64,218.23 plus applicable sales tax.

- C. Consideration and Approval of Contract:** Approve the renewal of our Workers' Compensation contract with Copperpoint Mutual Insurance, (Formerly SCF), at an estimated annual cost of \$845,000. (Workers Compensation Insurance Contract).

RECOMMENDED ACTION:

Council approve the renewal of our Workers' Compensation contract with Copperpoint Mutual Insurance, (Formerly SCF), at an estimated annual cost of \$845,000.

- D. Consideration and Approval of Contract:** Approve the renewal of our Casualty insurance with Travelers Insurance and our Property coverage with AIG insurance at a total estimated annual cost of \$905,000. (Renewal of Property and Casualty Insurance Contracts).

RECOMMENDED ACTION:

Council approve the renewal of our Casualty insurance with Travelers Insurance and our Property coverage with AIG insurance at a total estimated annual cost of \$905,000.

- E. Consideration and Acceptance of Bid 2014-63 for Streetlight Maintenance and Service** (***Approve contract with N.J. Shaum & Son, Inc. for streetlight maintenance.***)

RECOMMENDED ACTION:

Accept bid from N.J. Shaum & Son, Inc. in the amount of \$158,340 annually for the Streetlight Maintenance and other requested services outlined in the bid response and authorize the City Manager to execute the necessary documents.

10. ROUTINE ITEMS

- A. Consideration and Adoption of Ordinance No. 2014-08:** An Ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code, Title 4, Building Regulations, by amending the Uniform Housing Code, 1997 Edition and Amendments. *(To bring the minimum standards up to current code and to streamline the process and simplify debt collection by the City when the cost of repairs or demolition is taken on by the City)*

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-08 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-08 by title only (if approved above)
- 3) Adopt Ordinance No. 2014-08

- B. Consideration and Approval of an Intergovernmental Agreement:** Between the City of Flagstaff and State of Arizona, acting by and through its Department of Transportation (ADOT), for maintenance of a multi-use path and median landscaping to be constructed by ADOT on the east side of Country Club Drive over Interstate 40.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement (IGA) with the State of Arizona to accept the improvements and assume responsibility for the annual maintenance of the planned path and median landscaping upon completion of the project. Annual estimated cost for maintenance is \$2,000.

- C. Consideration and Approval of First Amendment of Purchase and Sale Agreement:** Consideration and approval of the First Amendment of the Purchase and Sale Agreement between the City of Flagstaff and Evergreen - TRAX, LLC ("Evergreen"), for the sale of approximately 33.6 acres of property consisting of three parcels located at the southeast and southwest corners of the intersection of Fourth Street and Route 66, and the northwest corner of Fourth Street and Huntington drive adjacent to the Fourth Street Overpass (the "Property").

RECOMMENDED ACTION:

Approve the First Amendment to the Purchase and Sale Agreement between the City of Flagstaff and Evergreen for the development of the Property, and authorize the Mayor to sign the agreement.

- D. Consideration and Approval of Intergovernmental Agreement:** An Intergovernmental Agreement (IGA) between the City of Flagstaff, Northern Arizona University (NAU), and Northern Arizona Intergovernmental Public Transit Authority (NAIPTA) to provide for the ongoing operation of Route 10.

RECOMMENDED ACTION:

Adopt the IGA that allows for the ongoing operation of Route 10 connecting downtown to Woodland Village through the NAU campus.

- E. Consideration and Possible Adoption of Resolution No. 2014-16:** A Resolution of the City Council of the City of Flagstaff, Arizona, Repealing Resolution No. 2014-07 and Approving an Intergovernmental Agreement for Services with the "Flagstaff Downtown Business Improvement and Revitalization District" to accommodate more flexibility in the development of this first-of-its-kind District.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-16 by title only
- 2) The City Clerk reads Resolution No. 2014-16 by title only (if approved above)
- 3) Adopt Resolution No. 2014-16

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

11. ROLL CALL

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

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

12. PUBLIC PARTICIPATION

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

14. PUBLIC HEARING ITEMS

- A. Public Hearing, Consideration and Adoption of Ordinance No. 2014-11:** An ordinance amending Ordinance No. 2000-11 by modifying the Zoning Map Designation of that property generally known as Pine Canyon, through the amendment of a general condition related to the public's overnight access to Pine Canyon.

RECOMMENDED ACTION:

At the May 20, 2014 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2014-11 by title only for the first time
- 3) City Clerk reads Ordinance No. 2014-11 by title only for the first time (if approved above)

At the June 3, 2014 Council Meeting:

- 4) Read ordinance No. 2014-11 by title only for the final time
- 5) City Clerk reads Ordinance No. 2014-11 by title only for the final time (if approved above)
- 6) Adopt Ordinance No. 2014-11

15. REGULAR AGENDA

- A. Consideration and Adoption of Notice of Intention:** Notice of Intention to adjust the City's water service utility deposits and establish July 1, 2014 as the date for a public hearing on the proposed adjustment.

RECOMMENDED ACTION:

Adopt the Notice of Intention to adjust the utility deposits (increase the deposit required to establish a new residential account from \$25 to \$150; and change the deposit to establish a new non-residential water service account from a two-month estimated monthly cost to a uniform \$300 deposit) and establish July 1, 2014 as the date for a public hearing on the proposed adjustment.

- B. Consideration of Proposals:** Purchase of Property For The Core Services Maintenance Facility (**Consider proposals submitted in response to RFP 2013-44).**

RECOMMENDED ACTION:

Reject all proposals as submitted for Request for Proposals (RFP) 2013-44 for the purchase of Property for the Core Services Maintenance Facility and approve the McAllister Ranch property for the construction of the Facility.

- C. Consideration and Adoption of Resolution No. 2014-21 :** A resolution of the Council of the City of Flagstaff, Arizona, declaring the use of portable communication devices in the City of Flagstaff to be a matter of local concern and such matter will be governed by a City ordinance.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-21 by title only
- 2) City Clerk reads Resolution No. 2014-21 (if approved above)
- 3) Adopt Resolution No. 2014-21

- D. Consideration of Changing August City Council Meeting Date:** Tuesday, August 26, 2014, to Monday, August 25, 2014.

RECOMMENDED ACTION:

Authorize staff to move the August 26, 2014, Council Meeting to August 25, 2014.

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 near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

None

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

19. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2014.

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: 05/15/2014
Meeting Date: 05/20/2014



TITLE

Consideration and Approval of Minutes: City Council Work Session of April 29, 2014; the Special Meeting (Executive Session) of May 6, 2014; the Regular Meeting of May 6, 2014 and the Special Meeting (Executive Session) of May 13, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of April 29, 2014; the Special Meeting (Executive Session) of May 6, 2014; the Regular Meeting of May 6, 2014 and the Special Meeting (Executive Session) of May 13, 2014.

INFORMATION

Attached are copies of the minutes of the City Council Work Session of April 29, 2014; the Special Meeting (Executive Session) of May 6, 2014; the Regular Meeting of May 6, 2014 and the Special Meeting (Executive Session) of May 13, 2014.

Attachments: [04.29.2014.CCWS.Minutes](#)
 [05.06.2014.CCSMES.Minutes](#)
 [05.06.2014.CCRM.Minutes](#)
 [05.13.2014.CCSMES.Minutes](#)

MINUTES

WORK SESSION
TUESDAY, APRIL 29, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
5:00 P.M.

WORK SESSION

1. Call to Order

Mayor Nabours called the Flagstaff Work Session of April 29, 2014, to order at 6:09 p.m.

2. Roll Call

Councilmembers present:

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

Councilmembers absent:

COUNCILMEMBER WOODSON

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

3. Preliminary Review of Draft Agenda for the May 6, 2014, 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.*

None.

Mayor Nabours requested that item 5 be discussed prior to Public Participation.

5. Presentation by Arizona Lodging and Tourism Association about National Tourism Week

Marketing and Public Relations Manager Heather Ainardi introduced Kristen Jarnagin with the Arizona Lodging and Tourism Association who provided a PowerPoint Presentation that covered the following:

- ▶ ARIZONA LODGING & TOURISM ASSOCIATION (AzLTA)
- ▶ ARIZONA TRAVEL INDUSTRY STATISTICS
- ▶ TOURISM POSITIVELY IMPACTS ALL COUNTIES

- ▶ 2013 STATE TOURISM BUDGET COMPARISON
- ▶ ADVOCACY
- ▶ ELECTION YEAR
- ▶ SALES AND MARKETING
- ▶ INDUSTRY EVENTS

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

Public Participation enables the public to address the council about items that are not on the prepared agenda. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

The following individuals addressed Council with concerns about the Landmark development project:

- Robert Douglas
- Alex Gaynor
- Lucas Klein
- Frankie Beasley
- Jordon Morales
- Gloria Valencia
- Olga Garcia
- Miriam Mesa
- Adam Shimoni
- Susan Ontiveros
- James Hasapis
- Lianne Mannick
- Roger Smith
- Norm Whallen
- Kathy Barrett
- Pat Ellsworth

Emily Davalos addressed Council with concerns about preferential treatment during public comment.

Roxanna Denise addressed Council to express excitement about having translation services available.

A break was held from 7:15 p.m. through 7:27 p.m.

6. Presentation and Discussion on Potential Resident Displacement Relocation Policy

Mayor Nabours stated that the potential policy is not related to any particular development. He clarified that the Landmark development would not be subject to the policy because the project has been in process prior to a policy being adopted. The project will still have to go through the Planning and Zoning Commission process as well as to the Council. Should the project continue forward further discussion will be placed on a future agenda.

Planning Director Dan Folke provided a PowerPoint presentation that covered the following:

- ▶ RELOCATION OF DISPLACED RESIDENTS POLICY
- ▶ GOALS OF THE WORK SESSION
- ▶ WHO IS IMPACTED BY NON-GOVERNMENTAL CAUSED RELOCATION?
- ▶ PARAMETERS
- ▶ EXISTING STATE LEGISLATION
- ▶ MOBILE HOME ACT
- ▶ STATE LEGISLATION CONCLUSION
- ▶ CITY COUNCIL CURRENT AUTHORITY: CRITERIA TO APPROVE MAP AMENDMENT
- ▶ 2001 REGIONAL LAND USE PLAN
- ▶ REGIONAL PLAN 2030 (EFFECTIVE 5/21/14 WITH VOTER RATIFICATION)
- ▶ MAP AMENDMENT PROCESS
- ▶ MODEL ORDINANCES
- ▶ OPTIONS TO MOVE FORWARD
- ▶ EFFECTIVE DATE OF NEW REQUIREMENTS
- ▶ QUESTIONS & DISCUSSION

Mayor Nabours asked if the City could require a relocation plan be submitted with the zone change request if residents are currently living on the property. Mr. Folke stated that this could be added to the application and zoning map checklist should that be Council's direction.

Mayor Nabours asked if a mobile home park is closed in compliance with State law and then applied for a change in zoning after the park was vacant if there would be a relocation component requirement. Mr. Folke explained that if there are no tenants currently living in the park at the time of a zone change request then there would be no one to relocate and therefore no relocation component necessary.

Councilmember Barotz stated that option one is much broader than the other options because it is not an ordinance and could apply to people in tiers one through three. Mr. Folke stated that it is staff's opinion that when the developer comes up with their own relocation plan they are unlimited in the benefits that they can offer whereas the City is more restricted on any requirements that can be placed upon the plan.

Councilmember Barotz asked for clarification on what the Mobile Home Act provides. Mr. Folke offered that the Act provides benefits to the owner of the mobile home but there are no protections to people who are renting the mobile home.

Mayor Nabours asked if any work had been done on the distinction between commercial and residential dislocation. Mr. Folke responded that the focus has been on resident displacement. It is to help those with limited options and resources, but if there is affordable commercial space available, it may not apply.

Councilmember Overton stated that the value of the broader audience in option one is more desirable.

Councilmember Barotz asked the difference between options two and three. Mr. Folke offered that in option two the criteria for the relocation plan is better defined and option three is a defined benefit option, a formula that is fixed and tells the developer what they would have to pay to those displaced. Options one and two would apply to tiers two and three and option three would only apply to tier three because tier two is already accommodated by the State.

Vice Mayor Evans stated that option two allows the City to put in a framework of what needs to be included in the relocation plan and because it is an ordinance it will be codified as an amendment to the City Code. Mr. Folke offered that option two is similar to option one in that the applicant develops the relocation plan, but option two can get more specific in defining the objective. Vice Mayor Evans asked if it would apply to both tier two and tier three. Ms. D'Andrea stated that it may not apply to tier two depending on the criteria that is put into place and she would have to work with staff to develop criteria that is legal.

The following individuals addressed Council in favor of a dislocation ordinance:

- Michelle Thomas
- Steve Dicks
- Moran Henn
- Roz Clark
- Marty Eckrom
- James Hasapis
- Adam Shimoni
- Father Patrick Mowrer
- Peggy Scurlock

Walt Rector addressed Council urging them to utilize the negotiating power in a Development Agreement to develop the relocation plan as opposed to an ordinance.

Councilmember Brewster stated that Northern Arizona University has nothing to do with the Landmark development; they do not own the property and this is not their deal. It is an issue between the property owner and the developer.

Vice Mayor Evans stated that she is interested in a displacement ordinance within the concept of rezoning. The Regional Plan clearly speaks to the community's desire for infill

and redevelopment and the fair relocation of people displaced by development. What is needed is an ordinance that implements the community vision. She also indicated that the proposed ordinance should include language regarding "For Sale" signs for manufactured and mobile home parks. She would like to see option two move forward.

Mayor Nabours stated that he prefers option one because it does not tie the City to any particular requirements. It allows Council to negotiate the plan based on the project.

Vice Mayor Evans asked if option two allows the City to offer a framework of what is desired in a relocation plan. Ms. D'Andrea offered that with option one the City can request the developer to have a plan and offer a checklist. If option two is set up to read that the developer shall comply with certain things, then it would only be able to be applied to tier three.

Mr. Burke clarified that option one is for the developer to provide a plan; with option two the City can give more guidance of what the plan should consist of and how they are going to address the various aspects of relocation; and option three would be asking for specific requirements.

Councilmember Barotz stated that she is in support of option two but only when it can apply to both tier two and three; the City cannot address certain things but those things able to be addressed should be provided.

Councilmember Overton offered that the City has better flexibility with option one based on the application and not just meeting the requirements of the code. He is not convinced that option two, with set criteria, is what the City wants to apply on all rezoning applications.

Councilmembers Oravits and Brewster stated that they are in support of looking further into option one.

Councilmember Barotz added that option two provides a framework to help the developer understand the expectations of the City instead of going back and forth with plan after plan.

Community Development Director Mark Landsiedel suggested that staff further refine options one and two and attempt to blend them into a workable option. Council is in consensus of this direction and directed staff to make the ordinance as flexible as possible so as to offer assistance to the most people.

A break was held from 9:23 p.m. through 9:35 p.m.

7. Discussion of Coconino County Ordinance No. 2014-03: Ban of Portable Communication Devices and Texting While Operating a Motor Vehicle

Police Deputy Chief Walt Miller provided a PowerPoint presentation that covered the following:

- ▶ COCONINO ORDINANCE No. 2014-03
- ▶ DEFINITIONS

- ▶ ILLEGAL ACTIVITIES
- ▶ ENFORCEMENT/PENALTIES
- ▶ EXEMPTIONS
- ▶ WARNING PERIOD
- ▶ OPTIONS

There are concerns with opting out of the County ordinance and crafting an ordinance for the City with enforcement and jurisdictional areas.

Councilmember Oravits asked for a description of the State's distracted driving law. Chief Miller stated that it is a broad statute that can be interpreted in many ways. It also calls for citation for driving at a speed not prudent to avoid a collision. Speed is always a contributing factor, and if someone is doing anything but paying attention to driving, that would be considered distracted driving.

Mayor Nabours asked if the distraction of cell phones is the talking or the fact that someone is holding something. Chief Miller offered that it is the cognitive ability that is the problem; talking and thinking and driving combined causes the distraction. Mayor Nabours asked if there is a difference in talking while the phone is on a console as opposed to holding it in one's hand. Chief Miller suggested that talking is a distraction with any conversation but it is seven to ten times less distracting while talking to someone in the car versus on the phone.

Vice Mayor Evans stated that she would like to see the same rules applied to bicyclists.

Councilmember Oravits requested an analysis of the State law in writing from the City Attorney.

Councilmember Barotz offered that there will be an issue of consistency coming from the County into the City and that may be more confusing for people and law enforcement. There is some merit to having the same law as the County.

The following individuals addressed Council in support of opting in to the County ordinance:

- Peggy Scurlock
- Adam Shimoni

John Victora addressed Council in favor of an ordinance that bans all electronic devices.

Joe Hobart addressed Council in favor of the County ordinance once it is amended to address amateur radio communications and others such as taxi drivers, delivery people, school buses and the like.

Councilmember Oravits stated that he does not want to support the County ordinance and suggested better defining the State law to better enforce distracted driving.

Councilmember Overton stated that there is a short timeline with the County and asked if there was a way to stay neutral and let the ordinance go into effect while the City does some research to determine if it is the right direction, and then officially opt in or out at a

later time. Chief Miller stated that there is a six-month warning period from the effective date where officers will be issuing warnings and doing public outreach. Mayor Nabours asked if the City does not opt out now, can it opt out later and enact its own ordinance. Ms. D'Andrea stated that the City is able to create its own ordinance at a later time if desired. Mayor Nabours asked if the State were to enact a statute would that pre-empt all of the City and County ordinances. Ms. D'Andrea noted that it depends on what language is used in the statute.

Mr. Burke suggested that legal advice is needed to determine what ramifications, if any, exist if the City does nothing. There was consensus to have the City Attorney provide legal information about the options and the Council would make an opt in or opt out decision at the next Council meeting.

8 Review of Draft Agenda Items for the May 6, 2014, City Council Meeting.*

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

None.

9. Public Participation

None.

10. Informational Items To/From Mayor, Council, and City Manager; request for future agenda items

None.

9. Adjournment

The Flagstaff City Council Work Session of April 29, 2014, adjourned at 10:39 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, MAY 6, 2014, 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 4:23 p.m.

2. Roll Call

Present:

Absent:

Mayor Nabours
Councilmember Barotz
Councilmember Brewster
Councilmember Oravits
Councilmember Overton
Councilmember Woodson

Vice Mayor Evans

Others present: City Manager Kevin Burke; Deputy City Attorney Sterling Solomon.

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 4:23 p.m.

4. **EXECUTIVE SESSION:**

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to ARS 38-431.03(A)(3).

i. Mobile Communication Devices

5. **ADJOURNMENT**

The Flagstaff City Council reconvened into Open Session at 4:58 p.m. at which time the Special Meeting of May 6, 2014, adjourned.

MAYOR

ATTEST:

CITY CLERK

REGULAR COUNCIL MEETING
TUESDAY, MAY 6, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M. AND 6:00 P.M.

4:00 P.M. MEETING

1. CALL TO ORDER

Mayor Nabours called the Regular Meeting of the Flagstaff City Council of May 6, 2014, to order at 4:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

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

Present:

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

Absent:

VICE MAYOR EVANS

Others present: Kevin Burke, City Manager; Sterling Solomon, Deputy City Attorney.

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 Work Session of March 25, 2014; the Special Work Session of March 27, 2014; the Work Session of April 8, 2014; and the Regular Meeting of April 15, 2014.

Councilmember Woodson moved to approve the minutes [of the City Council Work Session of March 25, 2014; the Special Work Session of March 27, 2014; the Work Session of April 8, 2014; and the Regular Meeting of April 15, 2014]; 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:** Disability Awareness Commission.

Mayor Nabours moved to reappoint Kathryn Chandler, Debra Gale, James Martinez, and Russell Randall to terms expiring March 2017; seconded; passed unanimously.

- B. **Consideration of Appointments:** Library Board.

Councilmember Woodson moved to reappoint Jean Cray to a term expiring November 2016; seconded; passed unanimously.

C. **Consideration of Appointments:** Open Space Commission.

Councilmember Barotz moved to reappoint Jessica Gist as the Natural and Cultural Science representative, with a term expiring April 2017; seconded; passed unanimously.

Councilmember Barotz moved to reappoint Carrie Eberly as the at-large member, term expiring April 2017; seconded; passed unanimously.

D. **Consideration of Appointments:** Parks and Recreation Commission.

Councilmember Brewster moved to appoint Adam Kaupisch to the Parks and Recreation Commission, term expiring August 2014; seconded; passed unanimously.

Deputy City Clerk Stacy Saltzburg noted that this was a partial appointment.

8. **LIQUOR LICENSE PUBLIC HEARINGS**

A. **Consideration and Action on Liquor License Application:** Roger J. Verderame, "Il Pizzeria", 105 N. Beaver St., Series 12 (restaurant), New License.

Mayor Nabours opened the Public Hearing; there being no public input Mayor Nabours closed the Public Hearing.

Councilmember Oravits moved to forward the application to the State with a recommendation for approval; seconded; passed unanimously.

9. **CONSENT ITEMS**

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

A. **Consideration and Approval of Contract:** Involving Coconino Coalition for Children & Youth Program, Flagstaff Unified School District and the City of Flagstaff for the FACTS after school program funding for Fiscal Year 2014.

MOTION: Approve Agreement with Flagstaff Unified School District and the Coconino Coalition for Children and Youth in the amount of \$247,319 for the FACTS Program and \$19,669 for the Coconino Coalition for Children & Youth Program.

B. **Consideration and Approval of Contract:** Consideration to enter into the Cooperative Greater Flagstaff Fire Agencies All Risk Emergency Intergovernmental Agreement. ***(Approve IGA with nearby fire districts for provision of reciprocal mutual aid).***

MOTION: Approve the Cooperative Greater Flagstaff Fire Agencies All Risk Emergency Intergovernmental Agreement and authorize the Mayor to execute on behalf of the City of Flagstaff.

- C. **Consideration and Approval of Contract:** Copy Center and Mailroom Services Contract (Amended) and a supplementary Services and Solutions Agreement with Xerox Corporation

MOTION: Consent to assignment of the Copy Center and Mailroom Services Contract (as Amended) to Xerox Corporation, and the supplementary Services and Solutions Contract with Xerox Corporation that is required as part of the contractual arrangement.

- D. **Consideration and Approval of Final Plat** for TLC PC AZ, LLC., for a final plat of The Estates at Pine Canyon, Unit 5, a 47-lot, single-family residential subdivision. The site is 29.9 acres in size and located at 3851 South Clubhouse Circle in the Pine Canyon subdivision. The site is zoned R1, Single-Family Residential.

MOTION: Staff recommends approval of the Final Plat, and authorize the Mayor and City Clerk to sign both the plat and City Subdivider Agreement.

Mayor Nabours moved to approve Consent Items 9-A through 9-D; seconded; passed unanimously.

10. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Resolution No. 2014-17:** A resolution of the Mayor and City Council of Flagstaff, Arizona, appointing Election Boards for the Mail Ballot Special Election to be held in the City of Flagstaff, Arizona, on Tuesday, May 20, 2014

Councilmember Brewster moved to read Resolution No. 2014-17 by title only; seconded; passed unanimously.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF FLAGSTAFF, ARIZONA, APPOINTING ELECTION BOARDS FOR THE MAIL BALLOT SPECIAL ELECTION TO BE HELD IN THE CITY OF FLAGSTAFF, ARIZONA, ON TUESDAY, MAY 20, 2014, AND DECLARING AN EMERGENCY

Councilmember Brewster moved to adopt Resolution No. 2014-17; seconded; passed unanimously.

- B. **Consideration and Approval of Transaction Privilege (Sales) Tax Account Write-offs:** Delinquent and uncollectable accounts for Fiscal Year 2014.

Revenue Director Andy Wagemaker briefly reviewed the process followed by the City prior to writing off accounts:

•STATEMENTS/PAST DUE

- MONTHLY BILLS / FINAL BILL
- COLLECTIONS
- CREDIT REPORT

Councilmember Oravits asked if they ever bundled accounts and sent them to a third party for collection. Mr. Wagemaker said that they have done that in the past without much success.

Councilmember Oravits asked how the process will be impacted with the State of Arizona taking over tax collection on January 1, 2015. Mr. Wagemaker said that they do not know yet; the state has not identified the process they will be following.

Councilmember Woodson moved to approve write offs of delinquent and uncollected transaction privilege (sales) tax accounts, utility accounts, and miscellaneous receivables for FY 2014 [transaction privilege (sales) tax accounts in the amount of \$140,569.91; utility accounts in the amount of \$191,097.80; miscellaneous receivable accounts in the amount of \$2,125.86]; seconded; passed unanimously.

- C. **Consideration and Approval of Utility Account Write-offs:** Delinquent and uncollectable accounts for Fiscal Year 2014.
- D. **Consideration and Approval of Miscellaneous Receivable Account Write-offs:** Delinquent and uncollectable accounts for Fiscal Year 2014.

RECESS

The Regular Meeting of the Flagstaff City Council held May 6, 2014, recessed at 4:20 p.m.

6:00 P.M. MEETING

RECONVENE

The Regular Meeting of the Flagstaff City Council held May 6, 2014, reconvened at 6:08 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: Kevin Burke, City Manager; Michelle D'Andrea, City Attorney.

12. **PUBLIC PARTICIPATION**

The following individuals addressed the Council regarding student housing and asked that the topic be placed on a future agenda for discussion:

- Gloria Valencia
- Emily Davalos
- Stacy Hamburg, representing Friends of Flagstaff's Future
- Adam Schmode
- Chris Farnsworth
- Jeff Nichol
- Robert Douglas
- Norm Wallen
- Brennen Venwicker
- Alex Gainer
- Tim Levy
- Harry Friedman

Ms. Davalos also addressed Mayor Nabours' behavior and his prior vote for a project that would have cost the City \$20,000 more and put five employees out of work.

Nat White suggested that a small secondary property tax be put into place to raise pay for police officers, without taking money from the library, parks, etc.

John Viktora suggested that with prior discussions in needing to change behavior, that Council look at their own set of skills. He said that the hands free devices while driving is the same as using hands held; neither is safe.

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

None

14. **PUBLIC HEARING ITEMS**

None

15. **REGULAR AGENDA**

A. **Consideration of Audited Financial Reports:** Year ending June 30, 2013.

Finance Director Rick Tadder addressed the Council reviewing the City's Financial Reports. He said that the role of the auditors is to provide an opinion as to the financial statements of the City and report back any findings in the letters they have provided. He said that they do not look at every transaction; it is not feasible and too expensive. They put together a plan and perform their audit to provide reasonable assurances that they are not materially misstated.

He said that the City is responsible for a single audit because it receives in excess of \$500,000 in federal awards, which they exceed by far. The single audit was put in place in 1984 and it requires that every agency go through the single audit practices. It is performed so that every federal agency does not have to come and do an individual audit for their respective agency, but it does not eliminate the opportunity for those agencies to visit the City.

Mr. Tadder said that the goal of the Finance Section is to come through an audit with no findings and make sure they have solid internal controls in place. This year they were noting two findings along with the City's action plan for corrective actions.

Mr. Tadder said that they discussed the Single Audit with the Audit Committee, which includes members of the citizenry. He said that this year's finding changes from a low-risk audit to high-risk which requires their auditors to review 50% or greater of the federal revenues versus 25% at the low-risk.

He said that after thorough review of the statements by the Audit Committee, they unanimously approved the audits as presented.

Mr. Tadder said that they are looking financially strong and as they go out for bonding reviews they continue to get strong ratings from Moody's and Standard and Poor's.

Councilmember Barotz said that she sits on the Audit Committee and they asked a lot of good questions this year and discussed different issues. She said that it was her understanding that the findings would not impact the City's ratings.

Mayor Nabours said that the audit overall was glowing and he complimented staff for their work.

Councilmember Oravits moved to accept the June 30, 2013, CAFR and single audit report as recommended by the City's Audit Committee; seconded; passed unanimously.

B. **Consideration and Adoption of Ordinance No. 2014-10:** An ordinance of the Flagstaff City Council adopting Public Safety development fees (***Impact fees for public safety***).

Planning Director Dan Folke said that the ordinance before them was based on the prior discussions. The two changes made were: 1) they will not adopt a graduated fee schedule for single residential units based on number of bedrooms; and 2) they would not collect fees for previously made capital expansions funded through bonds.

He said that in order to get this in place by August 1, they will need to have the second reading and adoption at a Special Meeting next Tuesday to provide the required 75 day waiting period between adoption and implementation.

Councilmember Barotz said that she wanted to remind everyone that although they have chosen not to, the State allows them to collect for water facilities, wastewater, facilities, stormwater, libraries, streets and neighborhood parks and recreational facilities.

Moran Henn, representing Friends of Flagstaff's Future, thanked Mr. Folke for meeting with them last week and breaking down the information. After months of discussions they would encourage the Council to continue the fees for Fire and Police and approve the full fees recommended by staff.

Mayor Nabours moved to read Ordinance No. 2014-10 for the first time by title only: seconded.

Vice Mayor Evans said that she was going to vote in support of this item because they are crucial and necessary, but she was very disappointed that the majority decided to remove the repayment of debt service.

She said that with the removal of that line item it will be interesting to see how it affects the cost of housing. People keep saying that the cost of housing is because of the fees.

Councilmember Oravits said that he thought it was a good compromise. He would prefer to phase them out altogether; some proposed to raise them. He thought this would strike a good middle ground.

Councilmember Woodson said that he mentioned at the last meeting that he wished they could have done more. He would vote for it, but he wished it was not a reduction in the fees.

Councilmember Barotz added that with the inflexibility of the way the statute is written, they could not do a lot of mix / match in terms of options.

Motion passed unanimously.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, SECTION 3-11-

007-0001, DEVELOPMENT FEE FOR RESIDENTIAL DEVELOPMENT, AND SECTION 3-11-007-0002, DEVELOPMENT FEE FOR NONRESIDENTIAL DEVELOPMENT, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Mayor Nabours noted that second read and adoption of the ordinance would happen next week.

- C. **Consideration and Adoption of Ordinance No. 2014-08:** An Ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code, Title 4, Building Regulations, by amending the Uniform Housing Code, 1997 Edition and Amendments. ***(To bring the minimum standards up to current code and to streamline the process and simplify debt collection by the City when the cost of repairs or demolition is taken on by the City)***

Building official Mike Scheu reviewed this ordinance, noting that it served two purposes: 1) to bring the current edition of the Housing Code and standards in line with the current adopted Building Code; and 2) streamline the process for recovering the costs of repair or demolition incurred by the City. He noted that the standards are less restrictive in the current Building Code.

He said that they are not changing a property owner's right to appeal. He then gave a brief PowerPoint presentation which addressed:

- BACKGROUND/HISTORY
- ADMINISTRATION OF THE UNIFORM HOUSING CODE
- REASON FOR DELETION OF CHAPTER 16
- COMPARISON OF CODES

Mayor Nabours said that he thought they were just trying to streamline the lien process, and a year ago they looked at the dilapidated building ordinance which was a separate ordinance about houses and buildings that were about to fall down. Now he was seeing how appeals could be made by a disgruntled tenant. He said that they have gone further than he thought they were going.

Mayor Nabours asked if it had any applications to mobile homes. Mr. Scheu said that mobile homes were a different creature; they are regulated by the State. Once they are set they are usually turned over to the City.

Mr. Burke clarified that the intent of the agenda item was not to enter into a new level of service; this was an existing code and the intent was merely to clean it up so there were not conflicting sections between the Housing Code and the Building Code, and to streamline the lien process.

Mr. Burke said that if they wanted to have a policy discussion on whether they should have a housing code that provides a different level of service, they would need to place it on a future agenda.

Lengthy discussion was held on the ability of the City to regulate substandard structures.

Councilmember Barotz explained that the purpose of this was to make the Housing Code and Building Code consistent, which makes it easier for everyone.

Deputy City Attorney Sterling Solomon said that from the legal perspective the reconciliation between the Uniform Housing Code and the Uniform Building Code was the issue.

Councilmember Barotz moved to read Ordinance No. 2014-08 by title only for the first time by title only; seconded; passed 6-1 with Mayor Nabours casting the dissenting vote.

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AMENDING TITLE 4, BUILDING REGULATIONS, BY ADDING A NEW CHAPTER 4-10, UNIFORM HOUSING CODE, EDITION 1997

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 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.

A. **Possible Future Agenda Item:** Zoning for Student Housing Projects

Vice Mayor Evans said that she had asked that the Council put on a future work session discussion of the off-campus student housing projects since they were not addressed in the Regional Plan or Land Development Code.

She said that there are five such projects in the pipeline. They have been hearing about one and without some type of framework discussion they will continue to be reactive rather than proactive.

Mayor Nabours said that he had no problem with a discussion, and suggested they hold a roundtable discussion with various parties participating.

Councilmember Woodson said that he was in favor of the discussion. They also need to consider the Planning and Zoning Commission. He said that he was shocked to hear that after four plus years of discussion on the Regional Plan that it was silent on student housing. He would like to see background records and whether there were not any breakout sessions. He said that he would like to see what the current Zoning Code says and asked how they could legally differentiate between student housing and regular housing. He had a lot of questions, but was open to having a discussion.

Councilmember Barotz said that it is an issue of use. The Zoning Code was about use. The problem they were having is the dormitory style housing versus regular housing rented to students. She said that she did think they should have a policy discussion, but did not want to confine it to a Zoning Code amendment or Regional Plan amendment. She said that it would not affect the current case, but a lot of members of the community have a lot to say on the issue.

Mr. Burke said that there were different discussions going on; one was use, the other was behavior. He asked if there were other items that were more public safety oriented. Vice Mayor Evans said that she would like to have a full conversation, maybe breaking it down to smaller solutions.

Mayor Nabours suggested a roundtable with Police, NAU, current student project owner, etc. to get different perspectives. Councilmember Barotz said that she was uncomfortable with the roundtable format. She said that the Zoning Code roundtable did not turn out the way she expected and she would rather have a discussion as Council with an invitation to the public.

Councilmember Brewster said that she totally disagreed with the roundtable as that is where most of their discussion is going to be.

Vice Mayor Evans said that she was not interested in having a roundtable.

Some of the issues discussed for staff preparation included:

- 1) What is currently have on the books?
- 2) What type of policies are in place? Land Development Code, Regional Plan, and what is not in place?

Mr. Burke noted that because of Prop 207 they cannot tell someone their zoning is going to be different.

Councilmember Overton said that it may be helpful to have a property inventory within a radius around the campus of current entitlement areas—those that would not require rezones. Mr. Burke said that would be a simple exercise, but to identify what properties might be right that do not have current zoning would be harder.

Vice Mayor Evans said that the developers have some kind of map with designations, and she suggested they check with them.

Councilmember Barotz said that the distinction is in that property that is entitled with existing zoning and that property requiring a zone change. Councilmember Overton said that they may have an entitlement with current planning, but the City may still be able to facilitate discussions with neighborhoods.

Vice Mayor Evans said that Flagstaff is not the only City dealing with the issue. Tempe has been dealing with it and also Tucson. Maybe staff could look and see what general information they may have that would be useful.

Councilmember Barotz said that if the Regional Plan is approved, perhaps they should talk about amending it to discuss values. She said that there are a lot of people that have a lot of fears and concerns. They do not understand how City government works and the information has been miscommunicated. She wants everyone to know they are invited to attend and participate.

Consensus of the Council was to move forward with placing this discussion on a future agenda.

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

Vice Mayor Evans reported that she would not be at the meeting next Tuesday.

Councilmember Woodson suggested that when staff was making changes on the boards/commission process that they also address the ability to appoint for more than the term in cases such as the one appointed earlier in the meeting for just a few months.

Councilmember Woodson said that they need to find a way to let the public know that the (student housing) project in question has not yet been touched by the Council. They have not yet seen it and won't for several months. Mr. Burke said that they have been working with Community Development for a guest editorial on just that issue. He said that there is a significant misunderstanding of how the process works.

Mr. Burke noted that the summer recess would end August 26, which is typically the first meeting back, but that was also Primary Election night, and he asked if Council would prefer to consider a different night. Council requested that staff place this on a future agenda for action.

Councilmember Oravits said that some time back he asked if someone could take a look at the left-turn lane at Huntington and Fourth, possibly restriping, and since nothing has occurred, he asked if that could be looked at.

Councilmember Brewster reminded everyone that this weekend was graduation at NAU so the west side of town will have a lot of traffic.

19. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held May 6, 2014, adjourned at 8:02 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 May 6, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 20th day of May, 2014.

CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, MAY 13, 2014, 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 5:30 p.m.

2. Roll Call

Present:

Mayor Nabours
Councilmember Brewster
Councilmember Oravits
Councilmember Overton

Absent:

Vice Mayor Evans
Councilmember Barotz
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 5:30 p.m.

4. **EXECUTIVE SESSION:**

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to ARS 38-431.03(A)(3).

i. Sidewalk maintenance and its inclusion in the potential transportation tax.

5. **ADJOURNMENT**

The Flagstaff City Council reconvened into Open Session at 5:48 p.m. at which time the Special Meeting of May 13, 2014, adjourned.

MAYOR

ATTEST:

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration of Appointments: Beautification & Public Art Commission (BPAC).

RECOMMENDED ACTION:

Make one Art Community appointment to a term expiring June 2017.
Make two At-Large appointments to terms expiring June 2017.

Policy Decision or Reason for Action:

By making the above appointments, the Beautification & Public Art Commission will be at full membership and will be able to continue meeting on a regular basis. There are five applications on file as follows:

George Averbek (new applicant)
Anne Doyle (current commissioner)
Dawn Kish (new applicant)
Anne Mead Soper (new applicant)
Jeremy Meyer (new applicant)

George Averbek and Dawn Kish are both eligible for the Art Community seat while all applicants are eligible for the At-Large seats.

Financial Impact:

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

Connection to Council Goal:

Diversity of arts, culture and educational opportunities.

Has There Been Previous Council Decision on This:

None.

1) Appoint three Commissioners: By appointing members at this time, the Beautification & Public Arts Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

Background/History:

The Beautification and Public Art Commission recommends expenditures from the BBB beautification fund and public art portion of the BBB arts and science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, facilities, streetscapes, gateways, the purchase and installation of public art projects within beautification projects, property acquisition for beautification and/or public art projects, and neighborhood-initiated projects, to mention a few.

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

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

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

COUNCIL INTERVIEW TEAM: Vice Mayor Evans and Councilmember Brewster

Attachments: [BPAC Roster](#)
[BPAC Authority](#)
[BPAC Applicant Roster](#)
[BPAC Applicant Matrix](#)
[BPAC Applications](#)



City of Flagstaff, AZ

BEAUTIFICATION AND PUBLIC ART COMMISSION MEMBERS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Aiken, Bruce, Chairman</u> ARTS COMMUNITY Self-Employed 1401 N. 4th Street, #159 Flagstaff, AZ 86004 Work Phone: 226-2882 Term: (1st 4/07 - 6/08; 2nd 6/8 - 6/11; 3rd 6/11 - 6/14)	08/01/2011	06/14	02/16/2012
<u>Chambers, Robert</u> DESIGN PROFESSIONAL Illustrator/Designer/Self 103 N. Bonito #1 Flagstaff, AZ 86001 Term: (1st 12/12-6/15)	12/04/2012	06/15	11/04/2013
<u>Doyle, Anne</u> AT LARGE Heritage Program Manager/Museum of Northern Arizona 113 N. San Francisco St. Apt. 201 Flagstaff, AZ 86001 Cell Phone: 928-607-2066 Term: (1st 6/11 - 6/14)	05/17/2011	06/14	10/20/2011
<u>Foster, Vicky</u> AT LARGE Instructor/Central AZ College 2415 N. Kramer Street Flagstaff, AZ 86001 Cell Phone: 928-607-5298 Term: (1st 6/09 - 6/12; 2nd 6/12-6/15)	12/04/2012	06/15	10/20/2011



City of Flagstaff, AZ

<u>Gardner, Emma</u>	10/01/2013	06/16	03/12/2013
ARTS COMMUNITY Artist/Self 216 S. Beaver St. Flagstaff, AZ 86001 Home Phone: 928-607-5039 Term: (1st 12/12-6/13; 2nd 6/13-6/16)			
<u>Hasenbank, Jason</u>	10/01/2013	06/16	11/04/2013
AT LARGE Owner/Off The Wall Entertainment 816 N. Kendrick Sr. Flagstaff, AZ 86001 Home Phone: 928-607-3001 Term: (1st 10/13 - 6/16)			
<u>Knorr, Jeff</u>	10/01/2013	06/16	11/04/2013
AT LARGE President/JKC Inc General Contractor 6744 Anazazi Flagstaff, AZ 86004 Home Phone: 928-606-4378 Term: (1st 10/13 - 6/16)			
<u>Z-VACANT,</u>		06/15	No
HOSPITALITY			
<u>Z-VACANT,</u>		06/14	No
AT LARGE			

Staff Representative: Karl Eberhard

As Of: March 19, 2014

CHAPTER 2-14
BEAUTIFICATION AND PUBLIC ART COMMISSION

SECTIONS:

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

SECTION 2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be nine (9) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the portions of the Bed, Board and Booze Tax as designated by City Code, Title 3, Chapter 6, Section 3-06-001-0004.

(Ord. No. 1580, Enacted, 08/02/88; Ord. No. 2006-15, Amended, 05/16/2006; Ord. No. 2007-07, Amended, 02/06/2007))

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

The composition of the membership shall consist of:

A. A Councilmember designated by the City Council to serve, as a non-voting, ex officio Council liaison, during the Councilmember's term of office. (Ord. 1674, 9-18-90); (Ord. 2006-15, 05/16/2006)

B. One (1) member to be from the hospitality industry, appointed by the City Council. Said member shall serve a three (3) year term.

C. Two voting members from the arts community, including, but not limited to artists, craftsmen, gallery owners, arts educator, art historian, art curator, art administrator.

D. One voting member who is a design professional, including, but not limited to, architects, landscape architect, urban planner, or graphic designer.

E. Five (5) additional members appointed by the City Council. (Ord. No. 2006-15, (05/16/2006); (Ord. No. 2007-04, Amended 02/06/07)

Each member shall serve three-year terms, on a staggered basis. A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting

member of the Commission may be appointed to more than two (2) full consecutive terms.

(Ord. No. 1580, Enacted, 08/02/88; Ord. No. 1674, Amended, 09/18/90; Ord. No. 2006-15, Amended 05/16/2006); (Ord. No. 2007-04, Amended 02/06/07)

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

Members of the Commission shall serve without compensation.

(Ord. No. 1580, Enacted, 08/02/88)

SECTION 2-14-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair.

(Ord. No. 1580, Enacted, 08/02/88)

SECTION 2-14-001-0005 MEETINGS:

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

B. A quorum consisting of a minimum of five (5) voting members shall be required to conduct business.

(Ord. No. 1580, Enacted, 08/02/88; Ord. No. 2006-15, Amended 05/16/2006)

SECTION 2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by

the City Council, as outlined in City Code, Section 3-06-001-0004, to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;
2. Purchase, removal or modification of billboards and nonconforming signs;
3. Beautification of buildings and facilities, streetscapes and gateways;
4. Purchase and installation of public art projects;
5. Purchase or lease of easements or property necessary for beautification projects.

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

1. Reviewing and defining potential public art projects and writing project descriptions.
2. Determining the artist selection method and writing the call to artists for public art projects.
3. Evaluating public art proposals for recommendation to the City Council.
4. Facilitating display of local art in public facilities.

Oed. No. 2006-15, Amended, 05/16/2006)

E. Perform any additional duties as determined by the City Council, related to beautification and public art activities. (Ord.1580, 8-2-88)

(Ord. No. 1580, Enacted, 08/02/88; Ordinance No. 2006-15, Amended, 05/16/2006)



City of Flagstaff, AZ

BEAUTIFICATION AND PUBLIC ART COMMISSION APPLICANTS

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>	<u>TRAINING COMPLETED</u>
<u>Averbeck, George</u> Glass Artist/Self 429 E. David Flagstaff, AZ 86001 Cell Phone: 928-600-1158			No
<u>Doyle, Anne</u> AT-LARGE Heritage Program Manager/Museum of Northern Arizona 508 W. Tombstone Flagstaff, AZ 86001 Cell Phone: 928-607-2066			No
<u>Kish, Dawn</u> Photographer/Self 1810 N. San Francisco Flagstaff, AZ 86001 Cell Phone: 928-380-4748			No
<u>Mead Soper, Anne</u> DESIGN PROFESSIONAL Architect/UPDESIGN Studio 1111 W. Lower Coconino Ave., Unit B Flagstaff, AZ 86001 Cell Phone: 520-780-8746			No
<u>Meyer, Jeremy</u> HOSPITALITY Rendezvous Manager/Hotel Monte Vista 2113 E. Dortha Ave Flagstaff, AZ 86004 Home Phone: 479-445-4785			No



City of Flagstaff, AZ

Staff Representative: Karl Eberhard

As Of: May 08, 2014

Beautification & Public Art Commission

Positions and Terms to be Filled

Applications
Received
From:

	Incumbent	Art Community Jun-17	At-Large Jun-17	At-Large Jun-17
George Averbeck				
Anne Doyle	X			
Dawn Kish				
Anne Mead Soper				
Jeremy Meyer				



Indicates positions that the City Council can appoint the Applicant.
Indicates that Applicant is not eligible for this position.

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

RECEIVED

JAN 16 2014

CITY OF FLAGSTAFF
APPLICATION TO SERVE ON A BOARD/COMMISSION

BY: _____

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

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

DATE: Jan 16 2014

BOARD/COMMISSION YOU WISH TO SERVE ON: ARTS public

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

YOUR NAME: GEORGE G. AVERBECK ⁶⁰⁰¹ HOME PHONE: 928 774-9025 ^(studio)

HOME ADDRESS: 429 E DAVID ZIP: 86001

MAILING ADDRESS (If Different from Above): POB 22446 FLG 86007

EMPLOYER: Self glass artist JOB TITLE: GALLERY+STUDIO OWNER

BUS. PHONE: 928 774 CELL: 928 6001158 E-MAIL: GEORGEVERBECK@EARTHLINK.NET

PLEASE INDICATE PREFERRED TELEPHONE: ☐ HOME ☐ WORK ☒ CELL

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

previously served 5 years + under Joe Donaldson

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

art to help.

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

George G. Averbek
Applicant Signature

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

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, January 23, 2014 1:32 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

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

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 1/23/2014
Board/Commission you wish to serve on:* Beautification and Public Arts
If applicable, type of seat for which you are qualified: At-Large

Your Information

Name:* Anne Doyle Home Phone:* 928-607-2066
Home Address:* 508 West Tombstone, Flagstaff Zip:* 86001
Mailing Address (If different from above):
Employer:* Museum of Northern Arizona Job Title:* Heritage Program Manager
Business Phone: Cell:
E-mail:* annecdoyle@hotmail.com
Indicate preferred telephone:*
☐ Home ☒ Cell
☐ Work

Background Information

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

My most relevant experiences applicable to BPAC include: 1) current work as Heritage Program Manager at the MNA as the producer of 4 cultural/art events in partnership with the Hopi, Navajo, Zuni and Latino communities 2) 18 year resident of Flagstaff and active member of the arts community through volunteer activities, employment (Coconino Center for the Arts, Dry Creek Arts Fellowship), and own creative work 3) MA in Museum Studies with course work in public art with a focus on Flagstaff 4) Former Board chair and member of Girls on the Run of Northern Arizona 5) Board member of Flagstaff Children's Museum 6) Member of focus groups for CCA and Flagstaff Arts and Business Alliance 7) Class of 2009 Flagstaff Leadership Program Alumina 8) Passion for the arts, Flagstaff and community service 10) Board Member of Arizona Humanities Council 11) Current Vice-Chair of the Beautification and Public Arts Commission.

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

My current work and experiences have led me to BPAC and I am excited to apply. I am curious to learn more of the workings of the City and the various agenda items that come before BPAC, from art to gardening to sidewalks and streets. I want to serve on BPAC because I believe that my own skills, interests, experience, and knowledge would benefit the Commission and the City of Flagstaff. I also I think it would be a lot of fun (as well as work, of course) to be part of the creative and decision making process with BPAC. I also believe that as a member of BPAC I could help to also represent the Native artists that I know and work with, and fellow Flagstaff residents. The work of BPAC will have an affect on generations to come and the future development of Flagstaff as well as current issues and events. This idea is exciting to me and it would be an honor to work with BPAC and the City of Flagstaff. I look forward to working with Flagstaff community members on this Commission, to be part of the 'bigger picture' and to contribute to the community.

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

* indicates required fields.

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

Date:: 1/23/2014

Board/Commission you wish to serve on:: Beautification and Public Arts

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

Name:: Anne Doyle

Home Phone:: 928-607-2066

Home Address:: 508 West Tombstone, Flagstaff

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Museum of Northern Arizona

Job Title:: Heritage Program Manger

Business Phone::

Cell::

E-mail:: annecdoyle@hotmail.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: My most relevant experiences applicable to BPAC include: 1) current work as Heritage Program Manager at the MNA as the producer of 4 cultural/art events in partnership with the Hopi, Navajo, Zuni and Latino communities 2) 18 year resident of Flagstaff and active member of the arts community through volunteer activities, employment (Coconino Center for the Arts, Dry Creek Arts Fellowship), and own creative work 3) MA in Museum Studies with course work in public art with a focus on Flagstaff 4)Former Board chair and member of Girls on the Run of Northern Arizona 5) Board member of Flagstaff Children's Museum 6) Member of focus groups for CCA and Flagstaff Arts and Business Alliance 7) Class of 2009 Flagstaff Leadership Program Alumina 8) Passion for the arts, Flagstaff and community service 10)Board Member of Arizona Humanities Council 11)Current Vice-Chair of the Beautification and Public Arts Commission.

Why do you want to serve on the board or commission you listed?: My current work and experiences have led me to BPAC and I am excited to apply. I am curious to learn more of the workings of the City and the various agenda items that come before BPAC, from art to gardening to sidewalks and streets. I want to serve on BPAC because I believe that my own skills, interests, experience, and knowledge would benefit the Commission and

the City of Flagstaff. I also I think it would be a lot of fun (as well as work, of course) to be part of the creative and decision making process with BPAC. I also believe that as a member of BPAC I could help to also represent the Native artists that I know and work with, and fellow Flagstaff residents. The work of BPAC will have an affect on generations to come and the future development of Flagstaff as well as current issues and events. This idea is exciting to me and it would be an honor to work with BPAC and the City of Flagstaff. I look forward to working with Flagstaff community members on this Commission, to be part of the 'bigger picture' and to contribute to the community.

Additional Information:

Form submitted on: 1/23/2014 1:31:33 PM

Submitted from IP Address: 207.246.31.4

Referrer Page: <http://www.flagstaff.az.gov/index.aspx?nid=994>

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Wednesday, January 22, 2014 6:03 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

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

Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 1/22/2014
Board/Commission you wish to serve on:* Beautification and Public Art
If applicable, type of seat for which you are qualified: member

Your Information

Name:*	Dawn Kish	Home Phone:*	928-380-4748
Home Address:*	1810 N. San Francisco St.	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Self	Job Title:*	Photographer
Business Phone:		Cell:	928-380-4748
E-mail:*	dkish@dawnkishphotography.com		
Indicate preferred telephone:*	<input type="checkbox"/> Home <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Work		

Background Information

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

I am a freelance photographer and have been in business for the past 20 years. I have created photographs and design for local Flagstaff businesses like the Museum of Northern AZ, Grand Canyon National Park, NAU and the Flagstaff Visitors Bureau. For the past 5 years I have been an artist of the Trappings Art Show, as well as, the High Country Conference Center. I donate my time and my art work to local charity events to help improve their goals. ex: Whale Foundation, Palette to Palate (Coconino Community Collage), Grand Canyon Wildlands Council. I also teach photography workshops and always extend a hand to others who need advice in my field of work. When I was a young photographer, my mentor, Sue Bennett taught me to always give back to your community and I still have that belief.

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

Flagstaff is my home and I love it. I grew up here. I love art too. I feel I can help with the beauty and the progressive future we have in Flagstaff.

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

* indicates required fields.

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

Date:: 1/22/2014

Board/Commission you wish to serve on:: Beautification and Public Art

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

Name:: Dawn Kish

Home Phone:: 928-380-4748

Home Address:: 1810 N. San Francisco St.

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Self

Job Title:: Photographer

Business Phone::

Cell:: 928-380-4748

E-mail:: dkish@dawnkishphotography.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I am a freelance photographer and have been in business for the past 20 years. I have created photographs and design for local Flagstaff businesses like the Museum of Northern AZ, Grand Canyon National Park, NAU and the Flagstaff Visitors Bureau. For the past 5 years I have been an artist of the Trappings Art Show, as well as, the High Country Conference Center. I donate my time and my art work to local charity events to help improve their goals. ex: Whale Foundation, Palette to Palate (Coconino Community Collage), Grand Canyon Wildlands Council. I also teach photography workshops and always extend a hand to others who need advice in my field of work. When I was a young photographer, my mentor, Sue Bennett taught me to always give back to your community and I still have that belief.

Why do you want to serve on the board or commission you listed?: Flagstaff is my home and I love it. I grew up here. I love art too. I feel I can help with the beauty and the progressive future we have in Flagstaff.

Additional Information:

Form submitted on: 1/22/2014 6:02:52 PM

Submitted from IP Address: 24.121.173.87

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Thursday, May 02, 2013 1:51 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

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

Application to Serve on a Board/Commission

Please note that this information is a public record.

Date:* 05/02/13
Board/Commission you wish to serve on:* Beautification & Public Art Commission
If applicable, type of seat for which you are qualified: Design Professional

Your Information

Name:* Anne Mead Soper, RA Home Phone:* 520-780-8746
Home Address:* 1111 W. Lower Coconino Ave. Unit B Zip:* 86001
Mailing Address (If different from above):
Employer:* UPDESIGN studio Job Title:* Architect
Business Phone: Cell: 520-780-8746
E-mail:* mead.anne@gmail.com
Indicate preferred telephone:* ☐ Home ☒ Cell
☐ Work

Background Information

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

My experience in architecture and design gives me the awareness to recognize areas in our community that could benefit greatly from city beautification efforts. My design knowledge, project management skills, and community connections would all be valuable assets for this Commission and would help bring steady creativity to its agenda.

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

I would be honored to serve on the Beautification & Public Art Commission in Flagstaff because I grew up here. I attended FALA and it gave me an appreciation for the arts which eventually led me to pursue Architecture. I would like to give back to the community which laid the foundation for my career as an Architect, Entrepreneur, and community advocate.

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

* indicates required fields.

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

Date:: 05/02/13

Board/Commission you wish to serve on:: Beautification & Public Art Commission

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

Name:: Anne Mead Soper, RA

Home Phone:: 520-780-8746

Home Address:: 1111 W. Lower Coconino Ave. Unit B

Zip:: 86001

Mailing Address (If different from above)::

Employer:: UPDESIGN studio

Job Title:: Architect

Business Phone::

Cell:: 520-780-8746

E-mail:: mead.anne@gmail.com

Indicate preferred telephone:: Cell

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: My experience in architecture and design gives me the awareness to recognize areas in our community that could benefit greatly from city beautification efforts. My design knowledge, project management skills, and community connections would all be valuable assets for this Commission and would help bring steady creativity to its agenda.

Why do you want to serve on the board or commission you listed?: I would be honored to serve on the Beautification & Public Art Commission in Flagstaff because I grew up here. I attended FALA and it gave me an appreciation for the arts which eventually led me to pursue Architecture. I would like to give back to the community which laid the foundation for my career as an Architect, Entrepreneur, and community advocate.

Additional Information:

Form submitted on: 5/2/2013 1:51:18 PM

Submitted from IP Address: 24.121.232.204

Referrer Page: <http://www.flagstaff.az.gov/index.aspx?NID=1886>

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Monday, March 03, 2014 4:01 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Board/Commission Application

Important Notice:

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Application to Serve on a Board/Commission

Please note that this information is public information.

Date:* 03/03/14
Board/Commission you wish to serve on:* Public arts and beautification commission
If applicable, type of seat for which you are qualified:

Your Information

Name:*	Jeremy Meyer	Home Phone:*	4794454785
Home Address:*	2113 E Dortha Ave	Zip:*	86004
Mailing Address (If different from above):			
Employer:*	Hotel Monte Vista	Job Title:*	Rendezvous Manager
Business Phone:		Cell:	
E-mail:*	jeremy-meyer@excite.com		
Indicate preferred telephone:*	(X) Home	() Cell	
	() Work		

Background Information

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

I've worked in the service industry in Flagstaff for almost 5 years. I grew up in an art family travelling the country for art shows. I've got an eye for good art and Bruce Aiken asked me to come aboard with this program.

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

I care about how our city looks to residents as well as tourists, and would like to revitalize 4th street especially.

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

* indicates required fields.

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

Date:: 03/03/14

Board/Commission you wish to serve on:: Public arts and beautification commission

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

Name:: Jeremy Meyer

Home Phone:: 4794454785

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Action on Liquor License Application: Danny Thomas, "Country Host Restaurant", 2700 S. Woodlands Village Blvd., #600, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

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

Policy Decision or Reason for Action:

Danny Thomas is the agent for a new Series 12 (restaurant) liquor license for Country Host Restaurant.

Financial Impact:

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

Connection to Council Goal:

Effective governance (Regulatory action)

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

An application for a new Series 12 liquor license was received from Danny Thomas for Country Host Restaurant.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Tom Boughner, Code Compliance Manager resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

The deadline for issuing a recommendation on this application is June 6, 2014.

The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government; and the State does not require a geological map or list of licenses in the vicinity for any license series.

Expanded Financial Considerations:

This business will contribute to the tax base of the community.

Community Benefits and Considerations:

The application was properly posted on April 29, 2014.

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: [Country Host - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [Country Host - PD Memo](#)
 [Country Host - Code Memo](#)
 [Country Host - Tax Memo](#)

OFFICE OF THE CITY CLERK

May 8, 2014

Country Host Restaurant
Attn: Danny Thomas
P.O. Box 152
Flagstaff, AZ 86002

Dear Mr. Thomas:

Your application for a Series 12 new liquor license for Country Host Restaurant at 2700 S. Woodlands Village Blvd. #600, was posted on April 29, 2014. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 20, 2014 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 is set to expire on May 19, 2014 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

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

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

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

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

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

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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

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

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

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

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

MEMORANDUM

Memo # 14-038-01

TO: Chief Kevin Treadway
FROM: Sgt. Matt Wright
DATE: May 5, 2014
REF Series 12 Liquor License for “Country Host West”

On May 5, 2014, I initiated an investigation into an application for a new series 12 (restaurant) liquor license. The liquor license application has been filed by Danny Thomas, the listed agent on behalf of, Stefanie Kristin Patel, Eric Busam, Caroline Stafford-Connolly, and Gustavo Batrez-Martinez owners of Country Host (west). Danny is the listed agent for administrative purposes only and has no responsibility for the day to day operations of the business.

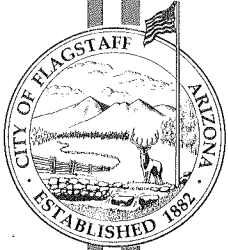
Country Host is located 2700 Woodlands Village Blvd #600 in Flagstaff. The restaurant location is currently under renovations with plans to open around June 1, 2014. This was the previous location of the Railroad Café. The license number being applied for is 12033359 a series 12 restaurant license.

I conducted a query through local systems and public access on Danny Thomas, Stefanie Kristin Patel, Eric Busam, Caroline Stafford-Connolly, and Gustavo Batrez-Martinez. No derogatory records were located for Danny Thomas, Stefanie Patel, Caroline Stafford-Connolly or Gustavo Batrez-Martinez. Eric Busam was found to have one arrest of which he self-reported in his application. The arrest was for aggravated harassment to which he plead guilty. Eric completed his court ordered probation resulting in the charge being reduced to a misdemeanor. No liquor violations have been recorded by the Department of Liquor License and Control at Country Host West as this is the first license at this location under the new restaurant name and ownership.

Eric and Stephanie are listed controlling persons on a series 6 full bar license at Porky's Pub in Flagstaff. No recent liquor violations could be located at that location.

In speaking with Danny Thomas I confirmed Eric and Stefanie would be operating the day to day operations and Eric had completed the required liquor law training courses. Stefanie and Eric did provide proof they have completed the mandatory liquor law training courses.

As a result of the investigation, I can find no reason to oppose the series 12 restaurant liquor license application. Recommendation to council would be for approval.



Planning and Development Services Memorandum

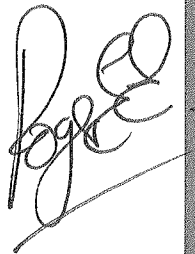
May 8, 2014

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Tom Boughner, Code Compliance Manager *TB*

RE: **Application for New Liquor License #12033359 - Country Host Restaurant West**
2700 Woodlands Village Blvd. South # 600, Flagstaff, Arizona 86001
Applicant: Mr. Danny Thomas on behalf of County Host Restaurant West, L.L.C.



This application is a request for a new Type 12 liquor license for Country Host Restaurant, a new restaurant to be located at 2700 South Woodlands Boulevard, space 600, Flagstaff. The proposed restaurant is located in the Highway Commercial (HC) Zone which allows for restaurants.

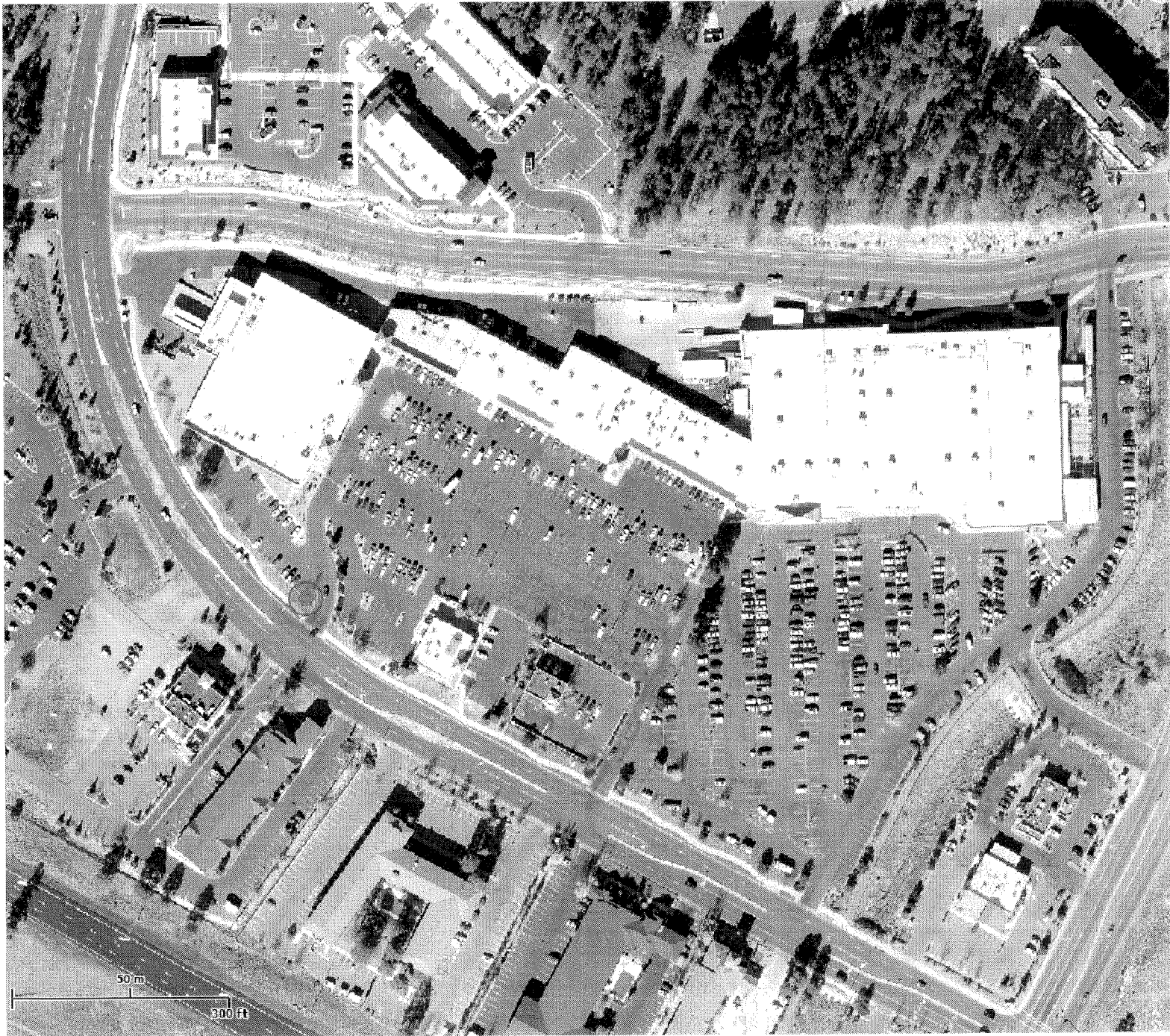
There are no active Zoning Code violations associated with Mr. Danny Thomas, or Country Host Restaurant.

This liquor license is recommended for approval.



City of Flagstaff Web Map

Country Host W



Thu May 8 2014 02:09:46 PM.



Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: May 08, 2014

Re: Series 12 Liquor License – New License – Country Host

Country Host Restaurant West LLC with Stefanie Patel as its Member is licensed with the City of Flagstaff for the Sales Tax purposes. They have not yet started operating in the City therefore no returns are due at this time. They are currently in good standing with the Sales Tax Section.

/liquor licenses/Country Host West.doc

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Action on Liquor License Application: Danny Thomas, "The Patio", 409 S. San Francisco., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

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

Policy Decision or Reason for Action:

Danny Thomas is the agent for a new Series 12 (restaurant) liquor license for The Patio.

Financial Impact:

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

Connection to Council Goal:

Effective governance (Regulatory action)

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Background/History:

An application for a new Series 12 liquor license was received from Danny Thomas for The Patio.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Tom Boughner, Code Compliance Manager resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

The deadline for issuing a recommendation on this application is May 8, 2014.

The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government; and the State does not require a geological map or list of licenses in the vicinity for any license series.

Expanded Financial Considerations:

This business will contribute to the tax base of the community.

Community Benefits and Considerations:

The application was properly posted on April 29, 2014.

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: [The Patio - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [The Patio - PD Memo](#)
 [The Patio - Code Memo](#)
 [The Patio - Tax Memo](#)

OFFICE OF THE CITY CLERK

May 8, 2014

The Patio
Attn: Danny Thomas
P.O. Box 152
Flagstaff, AZ 86002

Dear Mr. Thomas:

Your application for a Series 12 new liquor license for The Patio at 409 S. San Francisco St., was posted on April 29, 2014. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 20, 2014 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 is set to expire on May 19, 2014 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

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

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

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

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

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

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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

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

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

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

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

MEMORANDUM

Memo # 14-039-01

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright

DATE: May 5, 2014

REF Series 12 Liquor License for "The Patio"

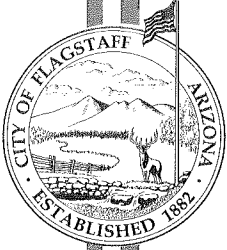
On May 5, 2014, I initiated an investigation into an application for a new series 12 (restaurant) liquor license. The liquor license application has been filed by Danny Thomas, the listed agent on behalf of, Jason Peck the owner of The Patio. Also listed on the application is manager, Francisco Rafael Salcido-Gamboa. Danny is the listed agent for administrative purposes only and has no responsibility for the day to day operations of the business.

The Patio is located at 409 S. San Francisco in Flagstaff. The restaurant location is currently under renovations with plans to open in the near future. This was the previous location of El Charro. The license number being applied for is 12033358 a series 12 restaurant license.

I conducted a query through local systems and public access on Danny Thomas, Jason Peck and Francisco Salcido-Gamboa. No derogatory records were located for Danny Thomas. Jason Peck was found to have been arrested for misdemeanor criminal damage and disorderly conduct in 2012. Jason stated he plead guilty to the disorderly conduct and completed his court obligations. Francisco Salcido-Gamboa was arrested in Tucson on misdemeanor charges but the charges were dropped by Tucson Municipal Court in July of 2013. No liquor violations have been recorded by the Department of Liquor License and Control for The Patio as this is the first license at this location under the new restaurant name and ownership.

In speaking with Danny Thomas I confirmed Jason and Francisco would be operating the day to day operations. Jason and Francisco had not completed the required liquor law training courses but planned to do so prior to the license being issued.


As a result of the investigation, I can find no reason to oppose the series 12 restaurant liquor license application. Recommendation to council would be for approval.




Planning and Development Services Memorandum

May 8, 2014

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator 

FROM: Tom Boughner, Code Compliance Manager 

RE: **Application for New Liquor License #12033358 - The Patio LLC**
409 South San Francisco Street, Flagstaff, Arizona 86001
Applicant: Mr. Danny Thomas on behalf of The Patio.

This application is a request for a new Type 12 liquor license for The Patio, a new restaurant to be located at 409 South San Francisco Street, Flagstaff. The proposed restaurant is located in the Community Commercial (CC) Zone which allows for restaurants.

There are no active Zoning Code violations associated with Mr. Danny Thomas, or The Patio.

This liquor license is recommended for approval.

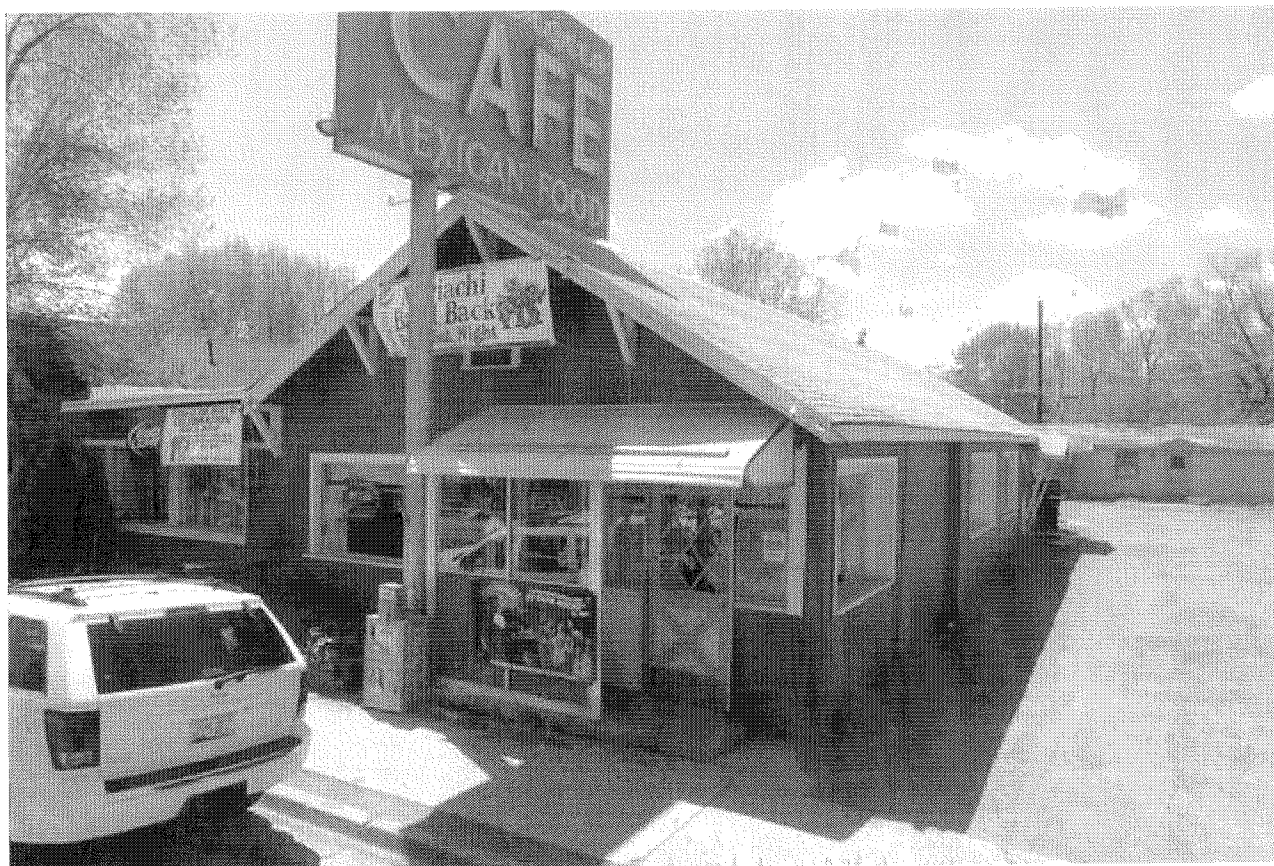


City of Flagstaff Web Map

The Patio



Thu May 8 2014 01:50:57 PM.



Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: May 08, 2014

Re: Series 12 Liquor License – New License – The Patio

The Patio LLC with Jason Peck as its Member is not currently licensed with the City of Flagstaff for the Sales Tax purposes. Per Mr. Peck, they are still going through the remodeling process and do not anticipate opening before July 2014. Their decision to open this business in Flagstaff would be based on the approval for the liquor license. If approved, he plans to comply with all requirements of the City Sale Tax Section. At this time, I do not have a reason to hold up this liquor license approval.

/liquor licenses/The Patio.doc

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ryan Roberts, Utilities Engineering Manager
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration to Purchase: Two (2) Utility Service Vehicles (*Approve the purchase of two utility service trucks from Babbitt Ford*).

RECOMMENDED ACTION:

Staff recommends that City Council reject all bids as submitted for Invitation for Bids (IFB) 2014-64, Diesel Service Trucks for Utilities Division.

Accept and approve the purchase of the lowest responsive and responsible bid # 2014-74 from Babbitt Ford of Flagstaff, for the purchase of two (2) 2015 Ford F-250 gas powered pickups in the amount of \$53,703.44 plus applicable sales tax.

Policy Decision or Reason for Action:

The reason for the action is the City's need to replace older utility service trucks with new, more efficient, trucks that will allow the Utilities personnel to adequately arrive to perform maintenance and respond to customer repair calls. This will replace two service vehicles that have surpassed the maximum age and/or mileage limit of 150,000 per the City's fleet policy.

Financial Impact:

- The Utilities Department has budgeted in the Water Distribution Rolling Stock (201-08-303-1050-0-4401) and Wastewater Collections Rolling Stock (201-08-313-1130-0-4401) in the amount of \$ 90,000 (\$45,000 each).
- The Utilities Department would like to purchase two (2) Ford pickups for the amount of \$53,703.44 plus applicable sales tax. Remaining funds will be used to outfit vehicles.

Connection to Council Goal:

Repair, replace and maintain infrastructure (Utilities vehicles, facilities infrastructure). Replacement of older vehicle assets is required to perform maintenance duties and deliver services to our customers.

Has There Been Previous Council Decision on This:

None previously.

Options and Alternatives:

Option A: Staff recommends that City Council reject all bids as submitted for Invitation for Bids (IFB) 2014-64, Diesel Service Trucks for Utilities Division. Accept Purchase Bid 2014-74 from Babbitt Ford in Flagstaff as the lowest responsive and responsible bidder in the amount of \$53,703.44 for the two (2) Ford 2015, F-250 pick-ups, 4x4, Fuel: Gas, extended cab, 6.2 L engine.

Option B: Continue to use the existing utility service vehicles and forego the purchase at this time. One impact may be that we run the risk of having the older service trucks incurring high maintenance costs. By accepting this option, the City may experience additional downtime, additional repair costs and vehicles in for repair.

Background/History:

The initial bid invitation, Bid# 2014-64, for two diesel powered service trucks was rejected. The reason for this was because the City changed the specifications from a diesel engine to a gas engine for cost savings. The Fleet Services department recommended rejecting the first bid and obtaining a second bid for regular gas powered service trucks. Per Fleet Services, the gas powered service trucks have a lower initial cost, require less maintenance and have lower fuel costs for the life of the vehicle.

Both of these service vehicles are for Utilities Operations and are replacement vehicles. The criterion for replacement of a Utility Service truck is minimum 15 years old and/or 150,000 miles. The two vehicles being replaced have exceeded the age and/or mileage threshold. Below are the vehicles slated for replacement:

- W2-37 Vehicle is 15 years old and has 129,000 miles and has existing mechanical issues.
- S4-17 Vehicle is 13 years old and has 165,000 miles.

All vehicles being presented to the City Council for replacement purchase have been reviewed, evaluated and approved by the Fleet Management Committee, which is comprised of Public works - Fleet staff, Utilities supervisors and maintenance workers. During the review /replacement process, the Utilities Supervisor along with his staff first evaluates the vehicles proposed for replacement. In performing their evaluation they review fiscal year-to-date as well as life to date costs to determine if the vehicle or equipment has had any recent major overhaul or replacement. If the existing vehicles are mechanically sound and the body is in fairly good condition, the vehicle is usually recommended for retention for another year. If the vehicle has incurred a significant number of repairs and is likely to experience major component failures, the vehicle is recommended for replacement by the Utilities Fleet representative and forwarded to the City Fleet Management Committee for their consideration.

Key Considerations:

The purchases being recommended were all reviewed and approved by the Fleet Committee. With Babbitt Ford being the lowest responsive and responsible bidder, this purchase will support the local economy.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

The replacement of two (2) service trucks will help reduce the amount of downtime, additional repair costs and vehicles in for repair. The replacement will help to ensure a reliable fleet of service trucks, which allows the Utilities Department to effectively provide maintenance and repair services to the citizens of Flagstaff in a safe and timely manner.

Community Involvement:

None

Expanded Options and Alternatives:

None

Attachments: Utility Service Truck Bid Results

DATE: 04/15/2014 **BID/PROJECT NO:** 2014-74 **BID/PROJECT NAME:** Utility Fleet Truck

CONDUCTED BY: Candace Schroeder

WITNESS: Di Ann Butkay ENGINEERS ESTIMATE: \$

[illegible]

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ryan Roberts, Utilities Engineering Manager
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Approval of Contract: Rio De Flag Wastewater Plant Air Scrubber Carbon Changeout Maintenance Project (***Approve contract with Carbon Activated Corporation for replacement of carbon media in the air scrubber equipment at the Rio de Flag Wastewater Treatment Plant***).

RECOMMENDED ACTION:

Accept and approve the contract of the lowest responsive and responsible bid from Carbon Activated Corporation of Phoenix, for the replacement of carbon media in the Air Scrubber (Adsorption) equipment located at the Rio De Flag Wastewater Plant in the amount of \$64,218.23 plus applicable sales tax.

Policy Decision or Reason for Action:

The reason for the action is the City's need to perform routine replacement of the carbon media contained in the air scrubber (adsorption) equipment with new carbon media, that will allow the adsorption equipment to operate efficiently by removing undesirable odors. This will replace carbon media that have surpassed the maximum useful life per the manufacturer's recommendations.

Financial Impact:

- Funding is available in the Fiscal Year 2013-2014 Utilities Wastewater Treatment Operations Budget. The project is budgeted in account # 201-08-312-1121-0-4402 in the amount of \$ 125,000 dollars. To date \$27,400 has been spent on professional engineering fees, leaving \$97,600 remaining in project fund balance for the completion of this project.
- The Utilities Department would like to contract with Carbon Activated Corporation for the amount of \$64,218.23 which includes the add alternate for higher quality media. The \$33,381.77 in savings from what was budgeted in FY14 will be available for other Utility Fund expenditures.

Connection to Council Goal:

Repair, replace and maintain infrastructure (Utilities facilities equipment). Replacement of carbon is a normal maintenance function and is required for the air scrubber equipment to function properly.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

Option A: Accept Bid 2014-60 from Carbon Activated Corporation in Phoenix as the lowest responsive and responsible bidder in the amount of \$64,218.23 for new carbon media to be installed in three existing air scrubber units located at the Rio De Flag Wastewater plant.

Option B: Continue to use the existing carbon media and forego the purchase at this time. One impact may be that we run the risk of having the plant experience stronger odors. Additionally, high-pressure drop in the air scrubber equipment (clogged media filters) which results in higher energy usage and incurs higher maintenance costs. By accepting this option the plant may incur additional repair costs in the future.

Background/History:

The Rio De Flag Wastewater Plant has 3 existing activated carbon adsorbers (air scrubbers) that remove the hydrogen sulfide, methyl mercaptans, general acids and other odors typical in the treatment of sewage wastes. This project is part of a routine normal maintenance replacement of the carbon media contained in the adsorber equipment. The City of Flagstaff requested bids from qualified manufactures and contractors to refurbish the existing three (3) carbon adsorbers. The bidders were required to furnish all labor, materials, equipment and incidentals required to completely refurbish the adsorber including but not limited to replacement of the granular activated carbons. The contractor is responsible for safely and properly removing the existing spent carbon and replace it with new activated carbon as recommended by the equipment manufacturer. The carbon adsorber internals, including bed support material and carbon retention screens will be removed and replace as required to meet the original equipment manufacturers specification. Attached is an aerial photo of the plant site, and current photographs of the adsorber equipment.

Key Considerations:

- The activated carbon process media used in the air scrubber equipment, has become spent or exhausted. OSHA, HAZWOPER-certified professionals are required for change out of the spent carbon and to properly dispose of the process media. Plant staff is not authorized or certified to perform this work.
- This is a normal maintenance project required to keep our adsorption (air scrubber) system up and running and to minimize undesirable odors. The technicians will also inspect the adsorption vessels and make minor repairs if necessary.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Normal replacement of the carbon media in the air scrubber equipment will reduce odors at the plant site.

Community Involvement:

None

Expanded Options and Alternatives:

None

Attachments: [Rio Plant Carbon Changeout Bid Results](#)
[Contract](#)
[Photos of Air Scrubber Equipment](#)

CITY OF FLAGSTAFF BID TABULATION

DATE: 04/24/14 **BID/PROJECT NO:** 2014-60 **BID/PROJECT NAME:** Rio De Flag Odor Control Project

CONDUCTED BY: Patrick Brown ANTICIPATED COUNCIL AWARD DATE: _____

WITNESS: Di Ann Butkay ENGINEERS ESTIMATE: \$ _____

[illegible]

CONTRACT

City of Flagstaff, Arizona And Carbon Activated Corporation

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2014, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001 ("Owner") and Carbon Activated Corporation ("Contractor"), a California company with offices in Arizona at 902 South 27th Avenue, Phoenix, 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 all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **Rio De Flag Wastewater Treatment Plant ("WWTP") Odor Control Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workman-like 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 location, date and time of the Conference will be agreed upon between the Contractor and the Engineer. 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 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 **\$64,218.23** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes 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 percent (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 provided 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 determine the final 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 **ninety (90) 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 4 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
211 West Aspen Avenue

If to Contractor:

Janet Ruelas
902 S. 27th Avenue
Phoenix, AZ 85009

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 plans as may be on the worksite site and necessary for completion of the work.

14. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 14, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination.

15. 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 negligent, reckless, or intentionally wrongful 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.

16. 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.

17. Amendment of Contract. This Agreement may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

18. 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.

19. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

20. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

21. 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.

22. 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.

23. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

24. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

25. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

26. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

27. No Third Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties to this Agreement, and none of the terms, provisions, conditions, or obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

28. 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.

29. 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

Carbon Activated Corporation

Kevin Burke, City Manager

Signature

Attest:

Printed Name

City Clerk

Title

Approved as to form:

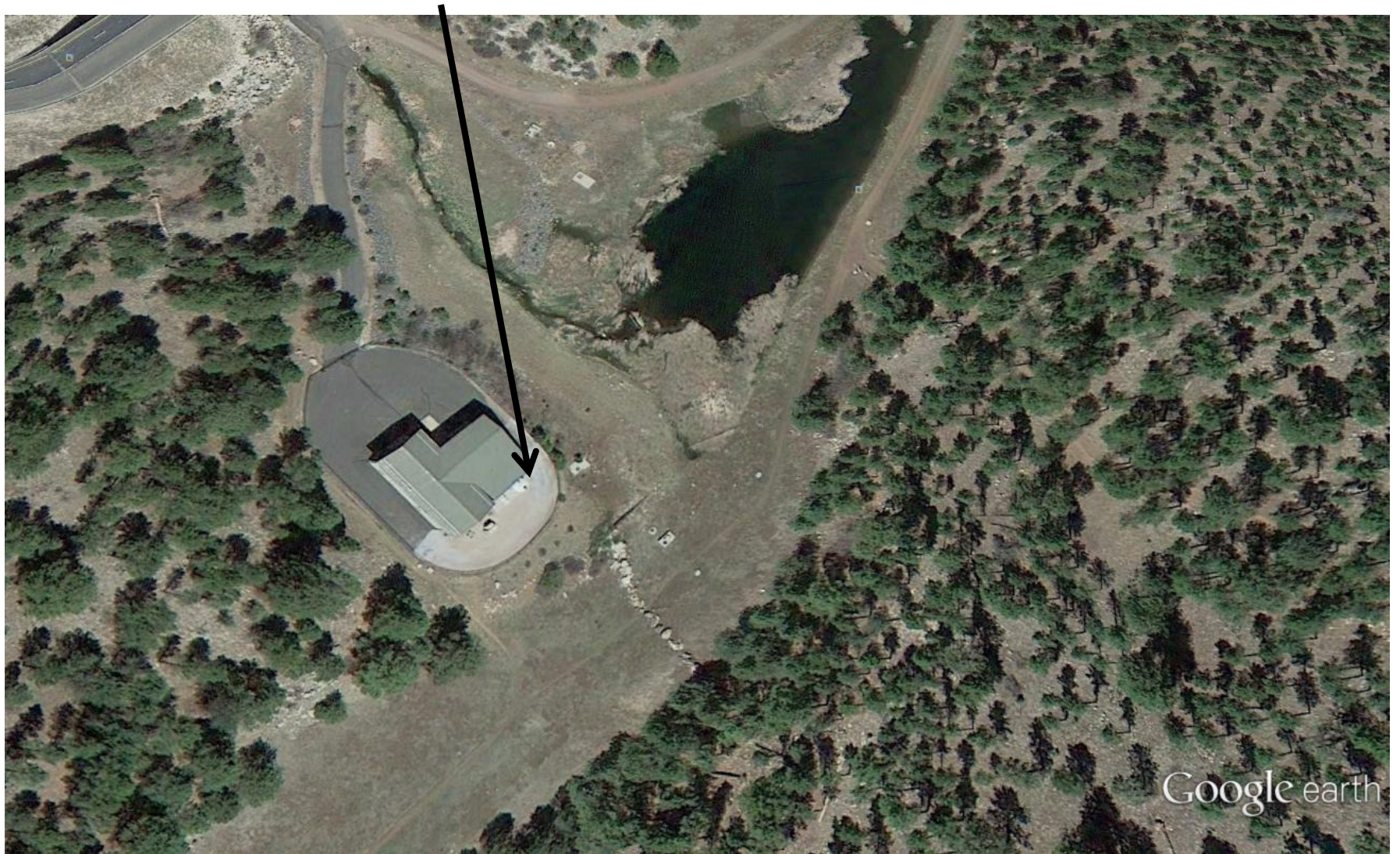
City Attorney

PRIMARY CLARIFIER VESSELS -301-302





Influent Pump Station Vessel CAU -201





CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Dean Coughenour, Assistant to City Manager - Risk Management

Date: 05/14/2014

Meeting Date: 05/20/2014



TITLE:

Consideration and Approval of Contract: Approve the renewal of our Workers' Compensation contract with Copperpoint Mutual Insurance, (Formerly SCF), at an estimated annual cost of \$845,000. (Workers Compensation Insurance Contract).

RECOMMENDED ACTION:

Council approve the renewal of our Workers' Compensation contract with Copperpoint Mutual Insurance, (Formerly SCF), at an estimated annual cost of \$845,000.

Policy Decision or Reason for Action:

Subsidiary Decisions Points: All contracts/ agreements in excess of \$50,000 require Council approval.

This coverage is mandated by State law.

Financial Impact:

By renewing our Workers' Compensation insurance coverage with CopperPoint insurance the City will save an estimated \$253,000 in the next fiscal period.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

Council received a presentation on our Workers' Compensation renewal during the three day budget retreat in April.

Options and Alternatives:

1. Approve
2. Request additional quotes
3. Recommend self insurance for the following fiscal period

Community Involvement:

Inform

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Dean Coughenour, Assistant to City Manager - Risk Management

Date: 05/14/2014

Meeting Date: 05/20/2014



TITLE:

Consideration and Approval of Contract: Approve the renewal of our Casualty insurance with Travelers Insurance and our Property coverage with AIG insurance at a total estimated annual cost of \$905,000. (Renewal of Property and Casualty Insurance Contracts).

RECOMMENDED ACTION:

Council approve the renewal of our Casualty insurance with Travelers Insurance and our Property coverage with AIG insurance at a total estimated annual cost of \$905,000.

Policy Decision or Reason for Action:

Subsidiary Decisions Points: Council action is required on all contracts/ agreements in excess of \$50,000.

Financial Impact:

By renewing our Casualty coverage with Travelers insurance and our Property coverage with AIG the City will save an estimated annual premium expenditure of \$285,000.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

Council received a presentation on the renewal of our Property and Casualty insurance programs during the three day budget retreat in April.

Options and Alternatives:

1. Approve
2. Select an alternative quote at an additional cost
3. Self insure our Property and Casualty programs

Community Involvement:

Inform

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Steven Hill, Streets Leadworker
Co-Submitter: Michael O'Connor, Public Works Section Head
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Acceptance of Bid 2014-63 for Streetlight Maintenance and Service (Approve contract with N.J. Shaum & Son, Inc. for streetlight maintenance.)

RECOMMENDED ACTION:

Accept bid from N.J. Shaum & Son, Inc. in the amount of \$158,340 annually for the Streetlight Maintenance and other requested services outlined in the bid response and authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Efficiency – To seek the most cost-effective means of providing maintenance for 3,500 streetlights and poles and other requested lighting services including new or replacement installations.

Public Safety – Maintains lighted roadways within the community.

Key Considerations - This contract allows for a pre-determined annual cost for maintenance and service.

Subsidiary Decisions Points: None

Financial Impact:

The Streets section has requested \$108,000 additional in Fiscal Year (FY) 2015 funding for this maintenance service. Increased costs were anticipated based upon discussions with previous contractors. New or replacement installations and other requested services will be charged appropriately as needed.

Connection to Council Goal:

Maintains quality reliable infrastructure at the existing level of service to community.

Has There Been Previous Council Decision on This:

Yes, A previous award with Republic ITS expired on April 1, 2014. This previous proposal was presented to and approved by Council on May 17, 2011.

Options and Alternatives:

1. Accept bid from lowest responsive and responsible bidder, N.J. Shaum & Son, Inc.
2. Request staff to prepare a budget proposal to assume maintenance responsibility in the Streets section, including two (2) Full Time Equivalent positions (FTE's)

Background/History:

In 1990, the City of Flagstaff purchased all streetlights within city limits from the Arizona Public Service Company (APS). Between 1990 and 2003, the City awarded maintenance services to APS. In 2004, APS did not respond to a renewed Request For Proposal (RFP) for streetlight maintenance, and the bid was awarded to Flouresco Lighting Services. In 2009, a renewed RFP was again awarded to Flouresco. In 2011, at annual renewal, Flouresco requested a price increase from \$1.35 to \$2.47 per pole. At this time, the bid was awarded to the next responsive and responsible bidder, Republic ITS at \$1.35 per pole. The most recent award expired on April 1, 2014. Since April 1, Streets Section staff has been performing streetlight repairs as existing work loads allow.

Before RFP 2014-063 was advertised, staff evaluated the option of performing streetlight maintenance services using Streets personnel. This was determined to not be cost effective due to additional Full Time Equivalents (FTE's) required, with an estimated cost of \$4.82 per pole.

Expanded Financial Considerations:

Four bids were received in response to IFB No. 2014-63 for annual street light maintenance and other requested services. The most responsible, responsive proposal was received from N.J. Shaum and Son, an established Flagstaff commercial electrical contractor with over 70 years of experience. The initial term is for two years with annual renewals not to exceed three additional one year terms. In addition, the City unilaterally reserves the right to extend the proposal for ninety days beyond the stated expiration date. Services provided under this Bid include routine maintenance of existing City street lights, emergency response to damaged street lights, and equipment, labor and material for the installation of new or replacement street lights if necessary. The bid is based upon an estimated inventory of 3500 street lights at a monthly rate of \$3.77 per light, with an annual cost of \$158,340.



Community Involvement:

Inform

Expanded Options and Alternatives:

1. Accept bid from lowest responsive and responsible bidder, N.J. Shaum & Son, Inc..
2. Request staff to prepare a budget proposal to assume maintenance responsibility in the Streets section, including two (2) Full Time Equivalent positions (FTE's)

Attachments: Bid Tabulation
 Bid Form
 Contract

CITY OF FLAGSTAFF BID TABULATION

DATE: 04/17/2014 **BID/PROJECT NO:** 2014-63 **BID/PROJECT NAME:** Street Light Maintenance & Services

CONDUCTED BY: Candace Schroeder

WITNESS: Di Ann Butkay ENGINEERS ESTIMATE: \$

[illegible]

**CITY OF FLAGSTAFF
STREET LIGHT MAINTENANCE AND SERVICES
BID NUMBER 2014-63
BID FORM**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT PRICE	EXTENDED COST
MAINTENANCE				
1	Per specifications including parts and labor (Example: 3500 x \$ each x 12 months = yearly)	3500 Streetlights	\$ 3.77 each	\$ 13,195.00 monthly
			Annually	\$ 158,340.00
OTHER REQUESTED SERVICES				
1	Supply and install new direct burial 38'6" street light pole	1 Each	\$ 2,282.00	\$ 2,282.00
2	Supply and install new direct burial 30'6" street light pole	1 Each	\$ 1,931.00	\$ 1,931.00
3	Supply and install new 20" x 6' mast arm	1 Each	\$ 366.00	\$ 366.00
4	Supply and install new 3' x 8' mast arm	1 Each	\$ 374.00	\$ 374.00
5	Supply and install new 55 watt Luminaire – Low Pressure Sodium	1 Each	\$ 818.00	\$ 818.00
6	Supply and install new 90 watt Luminaire – Low Pressure Sodium	1 Each	\$ 829.00	\$ 829.00
7	Supply and install new 135 watt Luminaire – Low Pressure Sodium	1 Each	\$ 942.00	\$ 942.00
8	Supply and install new 180 watt Luminaire – Low Pressure Sodium	1 Each	\$ 963.00	\$ 963.00
9	Install city supplied Luminaire New Service runs: Trenching, Conduit and installation, Backfill and Restoration of	1 Each	\$ 320.00	\$ 320.00
10	Unlandscaped Areas:	Per Lineal Foot	\$ 9.10	\$ 9.10
11	Grassy Areas/Natural Areas:	Per Lineal Foot	\$ 9.69	\$ 9.69 / LF
12	Hourly Rate to Cover Work Not Identified in Bid Documents:	Hourly Rate	\$ 75.00	\$ 75.00
13	Inspections of installations done by others contractors	20 each	\$ 75.00	\$ 1,500.00

Any unanticipated work; outside of the above referenced schedule will be completed on a quote basis.

SPECIAL CONSIDERATIONS

DESCRIPTION		COST
Rock Trenching--lines 10 and 11, page 24 of 29	ADD	\$ 2.05/LF
Weekend/After-hours--line 12, page 24 of 29	ADD	\$ 60 per man hour
Holidays--line 12, page 24 of 29	ADD	\$ 80 per man hour
Catastrophic occurrences--line 10 and bullets, page 20 of 29		\$ 105 per man hour w/ equip.
		\$ _____

RESPONSE TIME:

- ~~a. Routine/Scheduled: When non-emergency services are called for by the City, the Contractor shall respond within seven (7) 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: _____~~

Struck from Bid--addendum 1, received 04/07/2014

OFFER AND CONTRACT AWARD

Submit the original of this form to the City.

OFFER

TO THE CITY OF FLAGSTAFF:

The Undersigned Vendor hereby offers and agrees to furnish the products, materials, services or construction in compliance with all terms, conditions, specifications and amendments set forth in the Invitation for Bids, Instructions, Uniform Contract Terms and Conditions, Special Terms and Conditions, Specifications/Requirements of Bid, this Offer and Contract Award, and any written exceptions in the Offer (the "Contract Documents"). The Undersigned Vendor also certifies by signing and submitting this Offer and Contract Award that Undersigned Vendor has the legal authority to enter into a contract with the City.

For clarification of this offer, contact:

E-Mail Address: jeffpatton@shaum-electric.com

Name: Jeff Patton

Federal ID Number: 860131308

Phone: 928-774-4564

Fax No.: 928-773-1134

N.J. Shaum & Son, Inc. Electrical Contractors
Company Name


Signature of Person Authorized to Sign Offer

PO BOX 819
Address

Jeff Patton
Printed Name

Flagstaff AZ 86002
City State Zip

Vice President
Title

Type of Legal Entity (select applicable box)

Date: 04/15/2014

☒ Corporation ☐ LLC ☐ Partnership
☐ Sole Proprietor ☐ Other _____

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Flagstaff Use Only)

Your Offer is hereby accepted.

Vendor is now bound to sell the products, materials, services or construction listed by the attached award notice based upon the solicitation, including all bid and contract terms, conditions, specifications, amendments, etc., which are incorporated herein by reference, and Vendor's Offer as accepted by the City of Flagstaff.

This Contract shall henceforth be referred to as Contract No. 2014-63. Vendor is hereby cautioned not to commence any billable work or provide any products, materials, services or construction under this Contract until vendor receives an executed purchase order.

Awarded this _____ day of _____ 2014.

City Manager

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Michael Scheu, Building Official
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Adoption of Ordinance No. 2014-08: An Ordinance of the City Council of the City of Flagstaff, Arizona, amending Flagstaff City Code, Title 4, Building Regulations, by amending the Uniform Housing Code, 1997 Edition and Amendments. *(To bring the minimum standards up to current code and to streamline the process and simplify debt collection by the City when the cost of repairs or demolition is taken on by the City)*

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-08 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-08 by title only (if approved above)
- 3) Adopt Ordinance No. 2014-08

Policy Decision or Reason for Action:

This ordinance will amend Title 4, Building Regulations, by making certain technical, procedural and administrative changes to the Uniform Housing Code, 1997 Edition ("UHC"), previously adopted by the Flagstaff City Council,

Financial Impact:

See financial implications in additional information.

Connection to Council Goal:

11. Effective governance

Has There Been Previous Council Decision on This:

Discussion and first reading of the Ordinance was held on May 6, 2014.

Options and Alternatives:

- 1) Do not adopt Ordinance No. 2014-08
- 2) Amend Ordinance No. 2014-08

Background/History:

In the last year, staff has increasingly come to rely on the UHC as its principal tool for addressing substandard building complaints. In working closely with the UHC, staff has come to realize that certain technical and procedural changes are warranted in order to not only harmonize the UHC with those other international codes previously adopted by Council, but also to streamline and simplify the process for the collection of debts incurred by the City for the demolition or repair of substandard buildings. In regard to technical amendments, revised Section 701.1, Heating, provides a fairly typical example. Currently, Section 701.1 states that dwelling units shall be capable of maintaining a room temperature of 70 degrees Fahrenheit. The proposed revision amends that standard to 68 degrees Fahrenheit, a change that simply brings this requirement in line with the International Building Code. More significant than these clarifying changes, the proposed amendments modify Chapter 16, which principally governs the legislative body's hearing of protests.

Currently, UHC, Chapter 16, mandates that the legislative body, in this case the City Council, pass judgment upon the building official's, and, by extension, the Building and Fire Code Board of Appeal's, determinations, as well as the "correctness of the charge" for those costs incurred by the City in abating the substandard conditions. The proposed amendments make no changes to Chapter 12, Appeal, which govern an individual's right to appeal the building official's decision to the Board of Building and Fire, and specifically adds language, Section 1501.3 – Procurement, to the UHC requiring staff to follow the City's procurement manual when hiring outside contractors for demolition or repair. As the two principal objectives of the legislative hearing set forth in Chapter 16, to pass upon the report of the building official and to satisfy itself with the correctness of the charge, are already substantially covered by the UHC and the proposed amendments, the need for such a burdensome additional hearing is all but negated.

Key Considerations:

City Council has expressed a desire to see the City take proactive steps in remediating substandard properties. By adopting these amendments, City staff will be able to devote more of their time and energy to that task, and less to the time-consuming and cumbersome administrative tasks currently imposed by the UHC.

Community Involvement:

Involve

The proposed ordinance and staff summary will be posted in accordance with law, and interested persons are invited to comment at the City Council meetings at which the ordinance will be under consideration. The Board of Building and Fire has reviewed the attached ordinance and is in favor of the proposed amendments.

Attachments:

Ord. 2014-08

Comparison Chart

Chapter 16 UHC

PowerPoint

ORDINANCE NO. 2014-08

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AMENDING TITLE 4, BUILDING REGULATIONS, BY ADDING A NEW CHAPTER 4-10, UNIFORM HOUSING CODE, EDITION 1997

RECITALS:

WHEREAS, the Uniform Housing Code, Edition 1997 (the "Uniform Housing Code"), was adopted by the Flagstaff City Council on July 2, 2013 as one of the suite of codes comprising the "2012 International Family of Codes"; and

WHEREAS, the purpose of the Uniform Housing Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the use and occupancy, location, and maintenance of all residential buildings within this City; and

WHEREAS, in order to provide a more equitable and practicable method, cumulative with and in addition to any of the other remedies provided in the Flagstaff Municipal Code, or otherwise available at law, whereby buildings which, from any cause, endanger the life or limb, health, property and public welfare are required to be repaired, vacated or demolished, it is necessary to amend certain provisions of the Uniform Housing Code.

ENACTMENTS:

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

SECTION 1. That Title 4, Building Regulations, is hereby amended by adding the following chapter:

CHAPTER 4-10 UNIFORM HOUSING CODE, EDITION 1997

Sections:

4-10-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

4-10-001-0001 AMENDMENTS, ADDITIONS, AND DELETIONS

The following provisions shall have the effect of either amending, adding to, or deleting from the Uniform Housing Code, Edition 1997, adopted in Flagstaff City Code, Title 4, Building Regulations, Chapter 4-01, Administrative Enactments, Section 4-01-001-0002, Adoption.

CHAPTER 2

Sec. 203 Add a new Sec. 203.3 to read:

203.3 Board. The housing advisory and appeals board described in this code shall be the Building and Fire Code Board of Appeals established in Chapter 2-02 of the Flagstaff Municipal Code.

Sec. 205 Add a new Sec. 205 to read:

CONSTRUCTION AND APPLICATION OF CODE

(1) **Code and Additional Remedy.** Neither this code nor any application thereof shall be deemed to lessen or repeal any power of this jurisdiction to abate nuisances or to collect amounts expended to pay the costs and expenses thereof. This code is intended as an additional remedy for the abatement of nuisances to that of injunction or otherwise; and precludes neither the use of any existing statutory or common law remedies nor the application of any penalty provisions for violation of this code.

(2) **Inclusion of Legal Representative.** Every reference in this code to a person individually or to a class or status declared by Section 1101(c) to be entitled to service of Notice and Order, shall mean and include such person's legal guardian, conservator, attorney in fact, receiver, trustee, executor, administrator, or other such representative.

CHAPTER 3

Sec. 302 is deleted and a new Sec. 302 is added to read:

Sec. 302 – FEES

When a building permit is required by Section 301 of this code, the appropriate fees shall be paid as specified in Section 108 of the Building Code.

Sec. 303 is deleted and a new Sec. 303 is added to read:

Sec. 303 – INSPECTION

Buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Section 108 and 1704 of the Building Code.

Sec. 304 a new Sec. 304 is added to read:

Sec. 304 – OTHER APPROVALS REQUIRED

The provisions of this Chapter shall in no way affect any other type of approval required by any other ordinance or statute of the City, State, or any political subdivision of the State, or of the United States, but shall be construed as an added requirement.

CHAPTER 4

Sec. 401 the definitions of “Building Code” and “Mechanical Code” are deleted and new definitions are added that read:

BUILDING CODE is the *International Building Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

MECHANICAL CODE is the *International Mechanical Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

CHAPTER 5

Sec. 501 is deleted and a new Sec. 501 is added to read:

Sec. 501 – LOCATION ON PROPERTY

All buildings shall be located with respect to property lines and to other buildings on the same property as required by Section 503.1.2 and Chapter 6 of the Building Code and the Zoning Code of this jurisdiction.

Sec. 503.1 is deleted and a new Sec. 503.1 is added to read:

Sec. 503.1 Ceiling Heights. Ceiling heights shall comply with the currently adopted Building Code.

Sec. 503.2 Delete the sentence at the end of the first paragraph that reads: "Where more than two persons occupy a room for sleeping purposes, the required floor area shall be increased at the rate of 50 square feet (4.65 m²) for each occupant in excess of two."

Sec. 503.3 is deleted and a new Sec. 503.3 is added to read:

503.3 Width. No habitable room other than a kitchen shall be less than 7 feet (2134 mm) in any dimension.

Each water closet stool shall be located in a clear space not less than 30 inches (762 mm) in width and a clear space in front of the water closet stool of not less than 21 inches (533 mm) shall be provided.

Sec. 504.2 is deleted and a new Sec. 504.2 is added to read:

504.2 Light. Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of exterior glazed openings with an area not less than eight percent (8%) of the floor area of such rooms.

Sec. 504.3 Delete the first sentence of Sec. 504.3 and add a new first sentence to read: "Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural ventilation by means of openable exterior opening with an area not less than four percent (4%) of the area ventilated."

Sec. 505.5 is deleted and a new Sec. 505.5 is added to read:

Sec. 505.5 Water Closet Compartments. Walls and floors of water closet compartments, except in dwellings, shall be finished in accordance with Section 1210 of the Building Code.

CHAPTER 6

Sec. 601.3 Add the following sentence: "All wood showing evidence of termite damage or decay, where structural or functional integrity is impaired, shall be replaced."

CHAPTER 7

Sec. 701.1 is deleted and a new Sec. 701.1 is added to read:

701.1 Heating. Dwelling units shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms and toilet rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with the Mechanical Code and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

CHAPTER 9

Chapter 9 is deleted in its entirety.

CHAPTER 11

Sec. 1103 is deleted and a new Sec. 1103 is added to read:

Sec. 1103 – REPAIR, VACATION AND DEMOLITION

The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation, or demolition of any dangerous building or structure:

1. Any building declared a substandard or dangerous building under this ordinance either shall be repaired in accordance with the current building code or shall be demolished at the option of the building owner.
2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or its occupants, it shall be ordered to be vacated.
3. The determination of whether the building is a dangerous building shall be made without regard to temporary security measures to prevent access to the building.

If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or occupants, it shall be ordered to be vacated. Notwithstanding the provisions of Section 1104, if the building official determines that the immediate danger must be forthwith corrected or eliminated, he may without further notice correct the conditions or remove the hazard or do both, and notice that such action is being or was done, together with a statement of the reasons for such emergency action, shall be sent to the persons described in Section 1101.3.

CHAPTER 13

Sec. 1306 a new Sec. 1306 is added to read:

Sec. 1306 – COURT REVIEW OF BOARD DECISION

A decision of the board, made at a duly scheduled and publicly noticed meeting, unless otherwise stated by the board in the body of said decision, shall be final. No further appeal is available to City boards, courts, or officials. Persons aggrieved by final decisions of the board must file their appeals in Coconino County Superior Court.

Chapter 15

Sec. 1501.2 is deleted and a new Sec 1501.2 is added to read:

1501.2 Costs. The costs of such work plus ten percent (10%) of paid cost for administrative overhead thereof shall be paid from the repair and demolition fund, and shall be made a special assessment against the property involved.

Sect. 1501.3 a new Sec. 1501.3 is added to read:

1501.3 Procurement. In employing any assistance or services reasonably necessary to carry out the provisions of this code, including services necessary for repair or demolition, the building official shall follow applicable provisions of the City of Flagstaff's procurement manual.

CHAPTER 16 Chapter 16 is deleted, and a new Chapter 16 is added to read:

CHAPTER 16**RECOVERY OF COST OF REPAIR OR DEMOLITION**

The building official shall keep an itemized account of the costs and expenses incurred by this jurisdiction in the repair or demolition of any building, structure, or building service equipment done pursuant to the provisions of Section 1103 or Sections 1401.3.3 and 1501.1 of this Code. Upon the completion of the work of repair or demolition, the building official shall send the bill therefore to the persons whose rights and duties were concluded by the findings, decisions, and orders of the building official or board; and all such persons shall be jointly and severally liable for said costs and expenses. The building official shall prepare and file with the board a report specifying the work done, the itemized and total cost and expense of the work, a description of the real property upon which the building, structure, or equipment is or was located, and the names and addresses of those liable for payment; and shall make the costs and expenses a lien on all real and personal property within any county in the State of Arizona in which any person liable for payment may have a legal, equitable, or security interest. Such lien shall be effective from and after the date it is recorded in the Office of the Coconino County Recorder. Commencing thirty (30) days after recording, the amount thereof shall accrue interest thereon at the rate of ten per cent (10%) per annum, or fraction thereof, until fully paid to this jurisdiction as established by the City's Management Service Director.

SECTION 2. That the City Clerk be authorized to correct typographical and grammatical errors, as well as errors of wording, spelling, and punctuation, as necessary; and that the City Clerk be authorized to make formatting changes needed for purposes of clarity and form, if required, to be consistent with Flagstaff City Code.

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

1997 Uniform Housing Code	Proposed Amendments
Section 203.3. There is no Section 203.3.	(New) Sec. 203.3 Board. The housing advisory and appeals board described in this code shall be the Building and Fire Code Board of Appeals established in Chapter 2-02 of the Flagstaff Municipal Code.
Section 205. There is no Section 205 in the Code.	(New) SECTION 205 - CONSTRUCTION AND APPLICATION OF CODE (1) Code and Additional Remedy. Neither this code nor any application thereof shall be deemed to lessen or repeal any power of this jurisdiction to abate nuisances or to collect amounts expended to pay the costs and expenses thereof. This code is intended as an additional remedy for the abatement of nuisances to that of injunction or otherwise; and precludes neither the use of any existing statutory or common law remedies nor the application of any penalty provisions for violation of this code. (2) Inclusion of Legal Representative. Every reference in this code to a person individually or to a class or status declared by Section 1101(c) to be entitled to service of Notice and Order, shall mean and include such person's legal guardian, conservator, attorney in fact, receiver, trustee, executor, administrator, or other such representative.
Sec. 302 – FEES When a building permit is required by Section 301 of this code, the appropriate fees shall be paid as specified in Section 107 of the Building Code.	Sec. 302 – FEES When a building permit is required by Section 301 of this code, the appropriate fees shall be paid as specified in Section 108 of the Building Code.
Sec. 303 – INSPECTION. Buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Section 108 and 1701 of the Building Code.	303 – INSPECTION. Buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Section 108 and 1704 of the Building Code
Section 304 – There is no Section 304.	(New) Sec. 304 – OTHER APPROVALS REQUIRED The provisions of this Chapter shall in no way affect any other type of approval required by any other ordinance or statute of the City, State, or any political subdivision of the State, or of the United States, but shall be construed as an added requirement.
Sec. 401 – DEFINITIONS BUILDING CODE is the Uniform <i>Building Code</i> promulgated by the International Conference of Building Officials, as adopted by this jurisdiction. MECHANICAL CODE is the Uniform <i>Mechanical Code</i> promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.	Sec. 401 the definitions of “Building Code” and “Mechanical Code” are deleted and new definitions are added that read: BUILDING CODE is the International <i>Building Code</i> promulgated by the International Conference of Building Officials, as adopted by this jurisdiction. MECHANICAL CODE is the International <i>Mechanical Code</i> promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

<p>Sec. 501 – LOCATION ON PROPERTY All buildings shall be located with respect to property lines and to other buildings on the same property as required by Section 503 and Chapter 6 of the Building Code.</p>	<p>Sec. 501 – LOCATION ON PROPERTY All buildings shall be located with respect to property lines and to other buildings on the same property as required by Section 503.1.2 and Chapter 6 of the Building Code and the Zoning Code of this jurisdiction.</p>
<p>503.1 Ceiling Heights. Habitable space shall have a ceiling height of not less than 7'6" except as otherwise permitted in this section. Kitchens, halls, bathrooms and toilet compartments may have a ceiling height of not less than 7' measured to the lowest projection from the ceiling. Where exposed beam ceiling members are spaced at less than 48" on center, ceiling height shall be measured to the bottom of these members. Where exposed beam ceiling members are spaced at 48" or more on center, ceiling height shall be measured to the bottom of the to the bottom of the deck supported by these members, provided that the bottom of the members is not less than 7' above the floor.</p> <p>If any room in a building has a sloping ceiling, the prescribed ceiling height for the room is required in only one-half of the area thereof. No portion of the room measuring 5' from the finished floor to the finished ceiling shall be included in any computation of the minimum area thereof.</p> <p>If any room has a furred ceiling, the prescribed ceiling height is required in 2/3 the area thereof, but in no case shall the height of the furred ceiling be less than 7'</p>	<p>IRC Section R305 Minimum height. Refer to currently adopted International Residential Code and International Building Code for minimum ceiling heights. What current code requires: Habitable space, hallways, bathrooms, toilet rooms, laundry rooms and portions of basements containing these spaces shall have a ceiling height of not less than 7'.</p> <p>Exceptions: 1) For rooms with sloped ceilings, at least 50% of the required floor area of the room must have a ceiling height of at least 7' and no portion of the required floor area may have a ceiling height of less than 5'; 2) Bathrooms shall have a minimum ceiling height of 6'8" at the center of the front clearance area for fixtures. The ceiling height above the fixtures shall be such that the fixture is capable of being used for its intended purpose. A shower or tub equipped with a shower head shall have a minimum ceiling height of 6'8" above a minimum area 30" by 30" at the shower head.</p> <p>R305.1.1 Basements. Portions of basements that do not contain habitable space, hallways, bathrooms and laundry rooms shall have a ceiling height of no less than 6'8".</p> <p>Exception: Beams girders, ducts or other obstructions may project to within 6'4" of the finished floor.)</p>
<p>Sec. 503.2 Floor Area. Dwelling units and congregate residences shall have at least one room that shall have not less than 120 sq. ft. of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 sq. ft. Where more than two persons occupy a room used for sleeping purposes, the required floor area shall be increased at the rate of 50 sq. ft. for each occupant in excess of two.</p>	<p>Sec. 503.2 Floor Area. Dwelling units and congregate residences shall have at least one room that shall have not less than 120 sq. ft. of floor area. Other habitable rooms, except kitchens, shall have an area of not less than 70 sq. ft.</p>
<p>503.3 Width. No habitable room other than a kitchen shall be less than 7 feet (2134 mm) in any dimension.</p> <p>Each water closet stool shall be located in a clear space not less than 30 inches (762 mm) in width and a clear space in front of the water closet stool of not less than 24 inches (533 mm) shall be provided.</p>	<p>503.3 Width. No habitable room other than a kitchen shall be less than 7 feet (2134 mm) in any dimension.</p> <p>Each water closet stool shall be located in a clear space not less than 30 inches (762 mm) in width and a clear space in front of the water closet stool of not less than 21 inches (533 mm) shall be provided.</p>
<p>Sec.504.2 Light. Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of exterior glazed openings with an area not less than 1/10 of the floor area of such rooms with a minimum 10 sq. ft.</p>	<p>504.2 Light. Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of exterior glazed openings with an area not less than eight percent (8%) of the floor area of such rooms.</p>

<p>Sec. 504.3 Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural ventilation by means of openable exterior openings with an area not less than 1/20 of the floor area of such rooms with a minimum 5 sq. ft.</p>	<p>Sec. 504.3 Delete the first sentence of Sec. 504.3 and add a new first sentence to read: "Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural ventilation by means of openable exterior opening with an area not less than four percent (4%) of the area ventilated."</p>
<p>Sec. 505.5 Water Closet Compartments. Walls and floors of water closet compartments, except in dwellings, shall be finished in accordance with Section 807 of the Building Code.</p>	<p>Sec. 505.5 Water Closet Compartments. Walls and floors of water closet compartments, except in dwellings, shall be finished in accordance with Section 1210 of the Building Code.</p>
<p>Sec. 601.3 Add the following sentence: "All wood shall be protected against termite damage and decay as provided in the Building Code.</p>	<p>Sec. 601.3 Add the following sentence: "All wood showing evidence of termite damage or decay, where structural or functional integrity is impaired, shall be replaced."</p>
<p>701.1 Heating. Dwelling units guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70° F at a point 3' above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code, the Mechanical Code and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.</p>	<p>1701.1 Heating. Dwelling units shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms and toilet rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with the Mechanical Code and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.</p>
<p>CHAPTER 9 FIRE PROTECTION All buildings or portions thereof shall be provided with the degree of fire-resistive construction as required by the Building Code for the appropriate occupancy , type of construction and location on property, and shall be provided with the appropriate fire-extinguishing systems or equipment required by Chapter 9 of the Building Code.</p>	<p>CHAPTER 9 - deleted in its entirety.</p> <p>The City does not require sprinkler systems in single family dwellings. Apartment buildings and legal duplexes will already be built with the fire separation required between units.</p>
<p>Sec. 1103 – REPAIR, VACATION AND DEMOLITION The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation, or demolition of any dangerous building or structure:</p> <ol style="list-style-type: none"> 1. Any building declared a substandard building under this code shall be made to comply with one of the following; <ol style="list-style-type: none"> 1.1. The building shall be repaired in accordance with the current Building Code or other current code applicable to the type of substandard conditions requiring repair. 1.2 The building shall be demolished at the option of the building owner. 1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public, it may be vacated, secured and 	<p>Sec. 1103 – REPAIR, VACATION AND DEMOLITION The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation, or demolition of any dangerous building or structure:</p> <ol style="list-style-type: none"> 1. Any building declared a substandard or dangerous building under this ordinance either shall be repaired in accordance with the current building code or shall be demolished at the option of the building owner. 2. If the building or structure is in such condition as to make it substandard or dangerous to the life, limb, property, or safety of the public or its occupants, it shall be ordered to be vacated. 3. The determination of whether the building is a substandard or dangerous building shall be made without regard to temporary security measures to prevent access to the building.

<p>maintained against entry.</p> <p>2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or of the occupants, it shall be ordered to be vacated.</p>	<p>If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or occupants, it shall be ordered to be vacated. Notwithstanding the provisions of Section 1104, if the building official determines that the immediate danger must be forthwith corrected or eliminated, he may without further notice correct the conditions or remove the hazard or do both, and notice that such action is being or was done, together with a statement of the reasons for such emergency action, shall be sent to the persons described in Section 1101.3.</p>
<p>Section 1306 There is no Section 1306 in the Uniform Housing Code.</p>	<p>(New) Sec. 1306 – COURT REVIEW OF BOARD DECISION A decision of the board, made at a duly scheduled and publicly noticed meeting, unless otherwise stated by the board in the body of said decision, shall be final. No further appeal is available to City boards, courts, or officials. Persons aggrieved by final decisions of the board must file their appeals in Coconino County Superior Court.</p>
<p>Section 1501.2 Costs. The costs of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.</p> <p>Section 1501.3 Procurement. There is no Section 1501.3</p>	<p>1501.2 Costs. The costs of such work plus ten percent (10%) of paid cost for administrative overhead thereof shall be paid from the repair and demolition fund, and shall be made a special assessment against the property involved.</p> <p>Sect. 1501.3 a new Sec. 1501.3 is added to read:</p> <p>1501.3 Procurement. In employing any assistance or services reasonably necessary to carry out the provisions of this code, including services necessary for repair or demolition, the building official shall follow applicable provisions of the City of Flagstaff's procurement manual.</p>
<p style="text-align: center;">Chapter 16 RECOVERY OF COST OF REPAIR OR DEMOLITION</p> <p>(See attached Chapter 16 from Uniform Housing Code)</p>	<p style="text-align: center;">Chapter 16 RECOVERY OF COST OF REPAIR OR DEMOLITION</p> <p>The building official shall keep an itemized account of the costs and expenses incurred by this jurisdiction in the repair or demolition of any building, structure, or building service equipment done pursuant to the provisions of Section 1103 or Sections 1401.3.3 and 1501.1 of this Code. Upon the completion of the work of repair or demolition, the building official shall send the bill therefore to the persons whose rights and duties were concluded by the findings, decisions, and orders of the building official or board; and all such persons shall be jointly and severally liable for said costs and expenses. The building official shall prepare and file with the board a report specifying the work done, the itemized and total cost and expense of the work, a description of the real property upon which the building, structure, or equipment is or was located, and the names and addresses of those</p>

	<p>liable for payment; and shall make the costs and expenses a lien on all real and personal property within any county in the State of Arizona in which any person liable for payment may have a legal, equitable, or security interest. Such lien shall be effective from and after the date it is recorded in the Office of the Coconino County Recorder. Commencing thirty (30) days after recording, the amount thereof shall accrue interest thereon at the rate of ten per cent (10%) per annum, or fraction thereof, until fully paid to this jurisdiction as established by the City's Management Service Director.</p>
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Chapter 16

RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 1601 — ACCOUNT OF EXPENSE, FILING OF REPORT

The building official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 1401.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said building official shall prepare and file with the clerk of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 1101.3.

SECTION 1602 — NOTICE OF HEARING

Upon receipt of said report, the clerk of this jurisdiction shall present it to the legislative body of this jurisdiction for consideration. The legislative body of this jurisdiction shall fix a time, date and place for hearing said report, and any protests or objections thereto. The clerk of this jurisdiction shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in the city, and served by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the clerk. Such notice shall be given at least 10 days prior to the date set for the hearing and shall specify the day, hour and place when the legislative body will hear and pass upon the building official's report, together with any objections or protests that may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

SECTION 1603 — PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the clerk of this jurisdiction at any time prior to the time set for the hearing on the report of the building official. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The clerk of this jurisdiction shall endorse on every such protest or objection the date of receipt. The clerk shall present such protests or objections to the legislative body of this jurisdiction at the time set for the hearing, and no other protests or objections shall be considered.

SECTION 1604 — HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the legislative body of this jurisdiction shall hear and pass upon the report of the building official together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just, and when the legislative body is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified), together with the charge, shall be confirmed or rejected. The decision of the legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

SECTION 1605 — PERSONAL OBLIGATION OR SPECIAL ASSESSMENT

1605.1 General. The legislative body of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.

1605.2 Personal Obligation. If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney of this jurisdiction to collect the same on behalf of the jurisdiction by use of all appropriate legal remedies.

1605.3 Special Assessment. If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

SECTION 1606 — CONTEST

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

SECTION 1607 — AUTHORITY FOR INSTALLMENT PAYMENT OF ASSESSMENTS WITH INTEREST

The legislative body of this jurisdiction, at its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal annual installments. The legislative body's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

SECTION 1608 — LIEN OF ASSESSMENT

1608.1 Priority. Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and municipal taxes, with which it shall have parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

1608.2 Interest. All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

SECTION 1609 — REPORT TO ASSESSOR AND TAX COLLECTOR: ADDITION OF ASSESSMENT TO TAX BILL

After confirmation of the report, certified copies of the assessment shall be given to the assessor of this jurisdiction and the tax collec-



City of Flagstaff 2014 Uniform Housing Code Amendments

Building & Safety Program
Ordinance 2014-08



Purpose of Amendments

The purpose of amending the 1997 Uniform Housing Code is to:

- Bring code editions and specific minimum standards in Housing Code in line with current adopted building code(s).
- Streamline the process for recovering of costs of repair or demolition incurred by the City
 1. Eliminate hearing specified in Chapter 16 since the owner has the opportunity to appeal the underlying determination of the Building Official, pursuant to Chapter 12, to dispute the Notice & Order.
 2. Adopt requirement to use the procurement manual for contracted services to abate the violation.



What Is Not Changing

- ❖ The property owner of record maintains the right to appeal any action of the Building Official or the Notice and Order to the Building and Fire Code Board of Appeals regarding the Notice and Order .



Background/History

- ❖ 1949, City adopted Ordinance 365 which regulated location, use, height, number of stories & size of structures.
- ❖ 1956, City adopted the 1955 edition of the Uniform Housing Code
- ❖ 2000, City adopted the 1997 Uniform Housing Code.



1997 Uniform Housing Code Purpose and Scope

Section 102 PURPOSE “The purpose of this code is to provide minimum standards to safe-guard life or limb, health, property, and public welfare by regulating and controlling the use and occupancy, location, and maintenance of all residential buildings and structures within this jurisdiction.”

Section 103 SCOPE “The provisions of this code shall apply to all buildings or portions thereof used, or designed or intended to be used, for human habitation. Such occupancies in existing buildings may be continued as provided in Section 3401 of the Building Code, except such structures as are found to be substandard as defined in this code.” (Existing uses are Grandfathered if use was legal when the code was adopted)



Administration of the Housing Code

- ❖ A complaint is received of an unsafe or abandoned building.
- ❖ The inspector documents what is inspected, researches address for previous permits, reviews Code to determine if items found during inspection meet the substandard criteria.
- ❖ If building is substandard, a Notice and Order is written, reviewed by City Attorney, then posted on building and sent to owner by certified mail with options to repair, vacate or demolish with a time specified to get permits (if needed) and complete the repairs.



Administration of the Housing Code cont'd

- ❖ Owner contacts inspector to meet at site to go over substandard item(s) and what is needed to fix the condition(s).
- ❖ Property owner is given time frame to fix the condition(s).
- ❖ If no response by property owner, building is tagged “No Occupancy, Unsafe to Occupy.”



Appeal Process

CURRENT APPEAL PROCESS

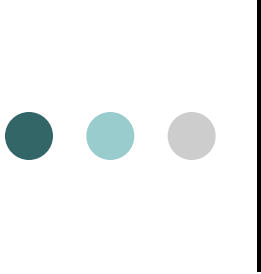
1. After Notice and Order is posted, the property owner has 30 days to appeal the Notice and Order or the actions of the Building Official. After 30 days, the owner gives up his right to appeal the N & O. This is spelled out in the Notice and Order.
2. If appealed, the Building and Fire Code Board of Appeals (which is comprised of 5 professionals and citizens) is assembled. The owner and the Building Official present their case to the Board. The Notice & Order is stayed until the Board's determination of the appeal.
3. The Board will make a decision on whether the Notice and Order's claims are valid or not valid.
4. Owner is given time frame to abate substandard condition(s).



Proposed Deletion of Chapter 16, “Recovery of Cost of Repair or Demolition”

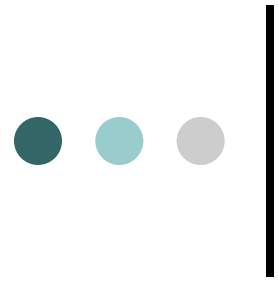
Reason for Deletion.

1. Property owner had opportunity to appeal Notice and Order when received by certified mail.
2. Building Official will use the City’s Procurement process to contract services to assure the lowest costs on work done specified by the Notice & Order.
3. Allows staff to administer the cost recovery process incurred by the City.



Comparison of 1955 Housing Code to Proposed Housing Code

	1955 UHC	Proposed UHC (Based on current codes)
Ceiling Height	7' 6"	7'
Floor Area	90 sq. ft. in sleeping area	70 sq. ft. in sleeping area
Water Closet	30" in front	21" in front
Ventilation	1/8 or 12 sq. ft. min.	4 per cent (2.8 sq. ft.)
Heating	70 Degrees	68 Degrees



Questions & Discussion

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Bret Petersen, Project Manager
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Approval of an Intergovernmental Agreement: Between the City of Flagstaff and State of Arizona, acting by and through its Department of Transportation (ADOT), for maintenance of a multi-use path and median landscaping to be constructed by ADOT on the east side of Country Club Drive over Interstate 40.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement (IGA) with the State of Arizona to accept the improvements and assume responsibility for the annual maintenance of the planned path and median landscaping upon completion of the project. Annual estimated cost for maintenance is \$2,000.

Policy Decision or Reason for Action:

The City of Flagstaff and Arizona Department of Transportation was awarded a Round 18 Transportation Enhancement Grant by the State Transportation Board in November 2010. ADOT has retained the project administration authority for the design and construction of the project. The Initial Project Assessment (March 2014) estimates construction to cost \$561,000. This project will use federal enhancement funds (94.3%) and State sponsor matching funds (5.7%) to construct the project. No City funds have been requested for construction. Acceptance of the IGA will provide ADOT the assurance that the City will assume responsibility for maintaining the improvements upon completion of the project.

Financial Impact:

Annual estimated cost for maintenance of the urban trail and median landscaping is \$2,000. FUTS maintenance is approximately \$800 (based upon an average annual estimate of \$2,800 per mile of concrete path), and \$1,200 for landscaping maintenance (based upon an average annual estimate of \$10,000 per acre of landscaped area). It is anticipated that the BBB fund allocations for Beautification and Recreation will be the funding source for annual maintenance of the physical improvements.

Connection to Council Goal:

- 1) Repair Replace maintain infrastructure (streets & utilities)
- 2) Fund existing and consider expanded recreational services

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

- 1) Approve the IGA between the City and ADOT to authorize the maintenance agreement.
- 2) Reject the IGA between the City and ADOT which would not authorize the maintenance agreement and jeopardize the grant funded improvement.

Background/History:

A project prospectus document was initiated in April 2010 by City staff in anticipation of submitting a Transportation Enhancement (T.E.) Grant application in August 2010. Significant effort went into the development of this document through a collaborative effort between the City, ADOT and FMPO. The T.E. Grant application was submitted on August 11, 2010, and it was approved by the State Transportation Board on November 19th, 2010. ADOT will administer the Design and Construction contracts, and thus the State will be responsible for funding the Sponsor Matching Funds @ 5.7% (approximately \$29,807). Federal T.E. dollars will fund the remaining 94.3% (approximately \$493,121). ADOT conducted a kick-off meeting on November 5, 2013. An Initial Project Assessment was provided to the City for review and comment on March 11, 2014. City comments were compiled and conveyed to ADOT on April 1, 2014. Upon completion of the Final Project Assessment, ADOT will proceed with developing design documents for the public improvement. Construction will likely occur in late 2014 or early 2015.

Key Considerations:

The concept plan for these proposed improvements was presented to the City's Inter-Division Staff (IDS) for review and comment, followed by an internal staff scoping meeting to address specific concerns. City and ADOT staff worked closely together to develop the conceptual design in anticipation of submitting the Round 18 Grant Application. Letters of support for the project were received from Friends of Flagstaff's Future, Flagstaff Biking Organization, and the City's Bicycle Advisory Committee. The Round 18 Transportation Enhancement project was approved by the State Transportation Board on November 19, 2010.

Expanded Financial Considerations:

BBB Funds - A dedicated 2% Bed, Board and Beverage sales tax is collected and allocated each year into various funds including a Beautification Fund and Recreation Fund. A portion of each Fund is dedicated for maintenance of Streetscape and designated FUTS trail sections. Annual estimated cost to maintain both the median landscaping and concrete trail is \$2,000/year.

Community Benefits and Considerations:

The Country Club FUTS Trail is shown in the Flagstaff Regional Land Use and Transportation Plan, FUTS Master Plan, and is listed high in the FUTS Priority Rankings document which is reviewed annually by a variety of City committees and commissions including the Bicycle Advisory Committee, Pedestrian Advisory Committee, Parks & Recreation Commission, and Open Space Commission.

- Replace existing sidewalk with multi-use trail to create a continuous trail of 1.3 miles in length along Country Club Drive.
- Connects to existing trails and improves an important link in the overall FUTS system. At the north end, this trail connects to the Route 66 FUTS Trail, and primary commuter trail that continues west to downtown Flagstaff and east to the mall commercial area. Several other trails and two bicycle/pedestrian tunnels at the north end create excellent access and high levels of service for bicyclists and pedestrians.
- Provides no-motorized connectivity for more than 5,000 residences in the Country Club

Aesthetic improvements include landscaping and safety fencing consistent with trail sections north and south of the project limits.

- FUTS trails are an important part of Flagstaff's transportation network. According to the City's Citizen Survey for 2009, 78% of residents used the FUTS system in the prior year; and a recent survey of bicycle commuters finds that more than 70% of bicycle commuters use the FUTS for some or part of their regular commute.

Inform and Involve - Staff values community input received through numerous board and commission meetings. Letters of support were also received from Friends of Flagstaff's Future, Flagstaff Biking Organization, and the Bicycle Advisory Committee.

- 1) Approve the IGA between the City and ADOT to authorize the maintenance agreement, which allows ADOT to proceed with the design and construction of the project.
- 2) Reject the IGA between the City and ADOT which would not authorize the maintenance agreement and jeopardize the grant funded improvement.

Attachments: Intergovernmental Agreement
Initial Project Assessment
Site Map

ADOT File No.: IGA/JPA 12-021-I
ADOT CAR No.: 13-0000327-I
AG Contract No.: P001 2013 001872
Project: Shared Use Path (SUP)
Section: Country Club Dr. - I-40
Federal Project No.: TEA 040-D(225)T
ADOT Project No.: H8494 01D
TIP/STIP No.: 2012- 2016 F71301
Budget Source Item No.: 75312

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date PLEASE DO NOT ENTER, 2013, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. Congress has authorized appropriations for, but not limited to, twelve eligible categories of Transportation Enhancement (TE) activities and TE funds have been requested from the Federal Highway Administration (FHWA) for a State project within the boundary of the City.
-

4. A shared use path (SUP) will be constructed on the east side of Country Club Drive. The existing fence on the exterior bridge barrier will be replaced with a new fence, a new safety rail will be added to the existing interior bridge barrier, and a new median and landscape will be installed on Country Club Drive south of the I-40 interchange, (hereinafter referred to as the "Project"). The State shall advertise, bid and award the Project. The City will maintain the Project and all Project components within and including the interior barrier, the State will maintain the safety rail and fencing on the exterior barrier.

5. The Parties hereby agree to and acknowledge the following conditions: **a)** the estimated Project costs are subject to change and can change significantly before completion of the Project; **b)** the Parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with the mutual written consent of both Parties. Amendments must be approved with the same formality as this original Agreement.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Prepare and provide design plans, specifications and other such documents and services required for construction of the Project.

b. Upon approval by the Federal Highway Administration (FHWA), proceed to advertise for, receive and open bids subject to the concurrence of the FHWA. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project; administer contracts(s) for the Project; make all payments to the contractor(s) and assume responsibility for contractor claims for additional compensation caused by the Project delays attributable to the State.

c. Upon completion of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

d. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid.

e. Issue, per established procedures of the State's Flagstaff District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work to be provided by the City within the State's rights-of-way. Process any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the City in this Agreement. The State agrees all activities that are reasonably required to be performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

f. Not be obligated to maintain said Project, except for safety rail and fencing on the exterior barrier, as cited in Recital 4, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement designate the State as authorized agent for the City.

b. Upon completion of the Project, agree to accept and assume full responsibility of said Project in writing.

c. Provide for cost and, as part of the City's annual budget process, or maintenance of any and all emergency repairs, including replacements, if necessary, of any and all improvements constructed and installed by the State within and including the interior barrier, as cited in Recital 4 of this Agreement. Provide perpetual maintenance for any and all improvements constructed and installed by the State within the interior barrier including, but not limited to, keeping sidewalks and ramps reasonably clean and clear of debris, removing overhanging and intruding vegetation, and maintaining and repairing landscaped surfaces and the interior barrier. Be responsible for any repairs necessary to keep the sidewalks and ramps compliant with the American with Disabilities Act Accessibility Guidelines.

d. Provide and maintain at City cost, the electrical and/or solar power and water necessary to establish Project landscaping, including all testing, adjusting, repairing and operation of the temporary irrigation system, if installed for this Project.

e. Provide all maintenance work within the State right-of-way in a manner which minimizes traffic congestion and interference with through-traffic. All traffic control will meet the requirements of the most recent approved version of Arizona Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition and the Arizona supplemental modifications, dated January 13, 2012.

f. Request and maintain, per established procedures of the State's Flagstaff District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Flagstaff District established procedures. The City agrees all activities performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

3. The City and the State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation

Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Flagstaff

Attn: Grants Manager
211 West Aspen
Flagstaff, AZ 86001
(928) 213-2227
(928) 213-2209 Fax

ADOT Transportation Enhancement & Scenic
Roads Section
1615 W. Jackson St. MD EM10
Phoenix, AZ 85007
(602) 712-6258
(602) 712-3347 Fax

For City Financial Matters:

Management Services Director
211 West Aspen
Flagstaff, AZ 86001
(928) 213-2205
(928) 213-2209 Fax

11. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

12. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

13. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA

Department of Transportation

By _____
GERALD W. NABOURS
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
ELIZABETH A. BURKE
CityClerk



ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF FLAGSTAFF under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2013.

City Attorney

	<p align="center">Arizona Department of Transportation</p> <p align="center">Statewide Project Management Section</p> <p align="center">205 South 17th Avenue, Mail Drop 614E Phoenix, Arizona 85007</p>
	<p align="center">INITIAL PROJECT ASSESSMENT</p> <p align="center">040 CN 201 H8494 01C COUNTRY CLUB DRIVE AT I-40, FLAGSTAFF URBAN TRAIL SYSTEM (FUTS)</p>

March 11, 2014

TO: ADOT REPRESENTATIVES

AUDRA MERRICK	FLAGSTAFF DISTRICT ENGINEER
GREG JOHNSON	STATEWIDE PROJECT MANAGEMENT
GEORGE WALLACE	STATEWIDE PROJECT MANAGEMENT
JOHN DALBY	FLAGSTAFF DISTRICT TRANSPORTATION ENGINEER SPECIALIST
KURT HARRIS	FLAGSTAFF DISTRICT ENVIRONMENTAL ENGINEERING SPECIALIST
KENT LINK	NORTHERN REGIONAL TRAFFIC ENGINEER
BARBARA PURSELL	RIGHT-OF-WAY PROJECT COORDINATOR
BRENT CONNER	MATERIALS – GEOTECHNICAL DESIGN
ASHEK RANA	MATERIALS – PAVEMENT DESIGN
PATRICIA (TISH) HUNTER	ENVIRONMENTAL PLANNING
LEV DERZHAVETS	ROADWAY DESIGN
SYED ALAM	ROADWAY DRAINAGE
JEROME CHOY	TRAFFIC DESIGN GROUP
PE SHEN YANG	BRIDGE GROUP
CONTRELLA A.D. DIXON	UTILITIES & RAILROAD
LEROY BRADY	ROADSIDE DEVELOPMENT
MICHAEL SANDERS	PLANNING – BIKE & PEDESTRIANS
TED LITTLEFIELD	CONSTRUCTION OPERATIONS
BEVERLY KRUMM	CIVIL RIGHTS
STEVE HULL	CONTRACTS & SPECIFICATIONS
MEGAN GRIEGO	COMMUNICATIONS

OTHER AGENCIES

AMMON HEIER	FEDERAL HIGHWAY ADMINISTRATION , AREA ENGINEER, 4000 N. CENTRAL AVE., STE. 1500, PHOENIX, AZ 85012, Ammon.Heier@dot.gov
REBECCA YEDLIN	FEDERAL HIGHWAY ADMINISTRATION , ENVIRONMENTAL COORDINATOR, 4000 N. CENTRAL AVE., STE. 1500, PHOENIX, AZ 85012, Rebecca.yedlin@dot.gov
BRET PETERSEN	CITY OF FLAGSTAFF , SENIOR PROJECT MANAGER, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ 86001, bpetersen@flagstaffaz.gov
STACY BRECHLER-KNAGGS	CITY OF FLAGSTAFF , GRANTS MANAGER, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ 86001, sknaggs@flagstaffaz.gov
MARTIN INCE	CITY OF FLAGSTAFF , MULTI-MODAL TRANSPORTATION PLANNER, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ 86001, mince@flagstaffaz.gov
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REID MILLER	CITY OF FLAGSTAFF , TRAFFIC ENGINEERING, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ 86001, Rmiller@flagstaffaz.gov
STEVE ZIMMERMAN	CITY OF FLAGSTAFF , PARKS MANAGER, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ 86001, szimmerman@flagstaffaz.gov
DAVID WESSEL	CITY OF FLAGSTAFF , FMPO MANAGER, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ 86001, dwessel@flagstaffaz.gov
JIM DAVIS	CITY OF FLAGSTAFF , UTILITY PLAN REVIEWER, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ 86001, jdavis@flagstaffaz.gov
STEPHANIE SARTY	CITY OF FLAGSTAFF , COMMUNITY DEVELOPMENT, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ 86001, Ssarty@flagstaffaz.gov

FROM: GREG JOHNSON, STATEWIDE PROJECT MANAGER, MD 614E
Email: gjohnson@azdot.gov Phone: (602) 712-7774

THROUGH: BRIAN RILEY
STANLEY CONSULTANTS, 1661 E. CAMELBACK RD., STE. 400, PHOENIX, AZ 85016
Email: rileybrian@stanleygroup.com Phone: (602) 333-2411

SUBJECT: INITIAL PROJECT ASSESSMENT
COUNTRY CLUB DRIVE AT I-40, FLAGSTAFF URBAN TRAIL SYSTEM (FUTS)
ADOT Project No. 040 CN 201 H8494 01C
Federal Project No. TEA-040-D(225)T

ADOT PROJECT NO. 040 CN 201 H8494 01C
FEDERAL AID PROJECT NO. TEA-040-D(225)T
COUNTRY CLUB DRIVE AT INTERSTATE 40
FLAGSTAFF URBAN TRAILS SYSTEM (FUTS)

INITIAL PROJECT ASSESSMENT

MARCH 2014

PREPARED FOR:



STATEWIDE PROJECT MANAGEMENT GROUP
INTERMODAL TRANSPORTATION DIVISION
ARIZONA DEPARTMENT OF TRANSPORTATION

PREPARED BY:



STANLEY CONSULTANTS, INC.
1661 EAST CAMELBACK ROAD, SUITE 400
PHOENIX, ARIZONA 85016

A. INTRODUCTION

Project 040 CN 201 H8494 01C [Federal Project No. TEA-040-D(225)T], Country Club Drive Flagstaff Urban Trails System (FUTS), is an enhancement project to add a multi-use path adjacent to Country Club Drive at Interstate 40 (I-40). The project is located in the City of Flagstaff and Coconino County, within ADOT's Flagstaff District.

The project is programmed in ADOT's Tentative 2015–2019 Five-Year Transportation Facilities Construction Program under Item Number 17415. Item Number 17415 reflects \$493,000 programmed for construction in fiscal year (FY) 2015. Transportation Enhancement funds will be used.

The purpose of this project is to connect two existing FUTS facilities across the I-40 corridor. The FUTS is a network of sidewalks, multi-use paths, trails, and related facilities in the Flagstaff metropolitan area.

B. BACKGROUND DATA

ADOT's Milepost Strip Map displays the following projects designed and/or constructed within or adjacent to the project limits:

Record Drawing	Begin MP	End MP	As-Built Year	Description
I 40-4 (501)	201.00	201.25	1974	EAST FLAG TI MODIFY TI
I 40-4 (114)	200.80	201.70	1988	EAST FLAG TI RECONSTRUCTION & RAMP
I 40-4-502	200.84	201.71	1992	RELOCATE FRONTAGE ROAD ~ SOLIERE
I 40-4-507	201.10	201.10	1994	IMPROVE COUNTRY CLUB DR TI TRAFFIC SIGNAL

The project limits extend along the east side of Country Club Drive from the south side of the I-40 westbound exit ramp on the north to the north side of the existing commercial driveway approximately 300 feet south of the eastbound I-40 entrance ramp. The total project length is approximately 1,300 feet.

There is one commercial driveway on the east side of Country Club Drive at the southern project limit. The driveway serves a Mobil gas station.

This segment of Country Club Drive is a four-lane roadway with a twelve-foot wide center left-turn lane on level terrain. There is existing sidewalk on the east side of Country Club Drive in the project area. Between the westbound I-40 ramp intersection and the eastbound ramp intersection, barrier separates the sidewalk from the roadway. South of the eastbound ramp intersection, the sidewalk is adjacent to the northbound roadway.

The posted speed limit is 35 miles per hour (mph). The average project elevation is approximately 6,830 feet.

The project area is mostly within ADOT right-of-way. South of the eastbound I-40 entrance ramp, right-of-way ownership transitions from ADOT to City of Flagstaff.

Country Club Drive is under ADOT's jurisdiction within ADOT's right-of-way and is referred to as B-40 (Business Loop of I-40) in record drawings. Outside of ADOT's right-of-way, Country Club

Drive is operated and maintained by the City of Flagstaff. Country Club Drive is functionally classified as an Urban Principal Other.

An AASHTO Controlling Design Criteria report was not required for this project.

ADOT's Multimodal Planning Division (MPD) provided the estimated Annual Average Daily Traffic (AADT) volumes and traffic factors (K, D and T) listed below.

Location (MP)		Traffic Counter System	Segment Description Start – End	Design Factors (%) 2010			AADT (vehicles per day)	Projected AADT (vehicles per day)
Begin	End	MP		K	D	T	2010	2030
200.49	200.99	200.90	I-40 (Exit 201) - East end of Flagstaff	9	50	22.5	31,000	41,500

Source: ADOT Traffic Group, SHS2010TrafficLog.xls and SHS2030AADTForecasts.xls
(<http://www.azdot.gov/mpd/data/aadt.asp>)

There are no existing traffic counter stations within the project limits.

The overall drainage pattern for Country Club Drive flows north to south at a longitudinal grade of approximately 1.0%. Storm water flows are captured in curb inlet catch basins and conveyed in storm drain pipes to established discharge locations within infield areas of the I-40/Country Club Drive interchange. At the eastbound entrance ramp, Country Club Drive curves to the east and is superelevated. Record drawings indicate the roadway cross slope is 4% downward to the east.

The major structure within the project limits is the Country Club Drive Traffic Interchange Underpass. Structure Number 1926 is 367 feet long and was constructed under project IR-40-4(114) – *East Flagstaff Interchange* – in 1990. The bridge over I-40 has two 12-foot wide lanes in each direction with a 12-foot wide center left-turn lane. The outside lanes each have a 4-foot wide shoulder. There is also a six-foot wide pedestrian path on the east side of the bridge. The pedestrian path is positioned between a roadway barrier adjacent to traffic and a parapet wall with pedestrian fence mounted to the top.

ADOT's Statewide Utility Permit Log, ADOT record drawings and AZ Blue Stake database search indicate that the following utilities are located within and adjacent to the project limits:

Utility	Type
ADOT	Underground Electric - Roadway Lighting & Traffic Signals
City of Flagstaff	Sewer, Water, Roadway Lighting, Landscape Irrigation
Unisource Energy Gas – Flagstaff	Gas

Preliminary utility identification was completed with ADOT's *I-40: Bellemont to Winona Design Concept Report* (Project No. 40 CN 183 H7586 01L). Approximate utility locations are shown in the preliminary plans in Appendix A. Final-design-level utility designation and potholes will be completed during final design.

C. PROJECT SCOPE

The proposed improvements consist of replacing the existing sidewalk on the east side of Country Club Drive with a new path from the intersection with the westbound I-40 ramps to the commercial driveway south of the intersection with the eastbound ramps. The scope of work will include the following elements:

- From the westbound ramp intersection south to the bridge and from the bridge south to the gas station driveway, construct approximately 900 feet of 10-foot-wide concrete pathway. The paving material will be six inches of Portland cement concrete pavement placed on compacted subgrade material.
- From the westbound ramp intersection south to the bridge and from the bridge south to the gas station driveway, remove 900 feet of existing 6-foot-wide sidewalk. The existing sidewalk is adjacent to the back of curb along Country Club Drive. The area of the removed sidewalk will be re-graded to provide a minimum 5-foot-wide parkway (open area between road edge and new path). Cinders will cover the parkway area similar to the existing FUTS facility south of this project. The roadway embankment will be widened and graded at a maximum slope of 3:1. Where the path is adjacent to the existing roadway barrier, chain link fence will be installed at the outside edge of the 2-ft. pathway shoulder and the embankment will be graded at a slope of 3:1. Where the path is adjacent to the existing curb and gutter, fencing is not required and the embankment will be graded at a slope of 4:1.
- On the east side of the Country Club Drive bridge over I-40, remove approximately 450 feet of pedestrian fencing on top of the exterior concrete barrier. The existing chain link fencing encroaches into the vertical clear space of the sidewalk. Replace the fencing with new pedestrian fence per current ADOT standards, which will match the pedestrian fencing on the structure over the railroad to the north.
- Construct 450 feet of safety railing on top of the interior concrete barrier on the bridge over I-40. If the railing is deemed to be too expensive, the height of the existing interior barrier between traffic and the path may be increased to meet current AASHTO standards for multi-use/bicycle facilities.
- Install new ADA-compliant sidewalk ramps within the limits of the project. The proposed pathway starts at the south sidewalk ramp of the westbound I-40 exit ramp and replaces both sidewalk ramps at the eastbound I-40 entrance ramp intersection. The proposed pathway's southern terminus is the sidewalk ramp on the north side of the gas station driveway.
- Relocate one signal pole, one pedestrian signal pole, one light pole, and pull boxes as shown in the preliminary plans to accommodate the proposed path. Numerous utility facilities exist within the project limits. Many conflicts can be avoided with minor modification to the path alignment, and varying the width of the parkway area between the roadway and the pathway.
- Construct a 200-foot-long raised, landscaped median island on the south side of the traffic interchange. The median will act as a separator between the southbound left-turn lane onto the eastbound ramp and the turn lane into the gas station. The median island will impact the current storm water runoff pattern and may require a curb inlet catch basin placed within the proposed median. A new storm drain pipe will convey the water under the northbound lanes and outlet at the proposed toe of slope. A detailed drainage analysis will be completed during the final design to determine if the median island impact exceeds the allowable ADOT drainage criteria.

- Install new dual-component epoxy pavement marking for turn lanes.

Appendix A includes typical sections and the design concept plan sheets.

D. DEVELOPMENT CONSIDERATIONS:

A six-inch concrete section will provide sufficient support for the maintenance and snow removal vehicles. ADOT Flagstaff District has recommended the use of air entrainment in the concrete mix due to freeze conditions. The final path structural section thickness and the Materials Memorandum will be prepared during final design.

Country Club Drive is superelevated at 4% through the area of the proposed median island. The preliminary location of the island will impact the current drainage pattern and concentrate the runoff from the southbound lanes at the southern end of the median. The concentrated flows will then cross the northbound lanes before entering the existing curb inlet catch basin. The flows will be analyzed and evaluated during final design to determine if a median catch basin is required. The findings will be reviewed by ADOT Drainage Section and documented in a drainage memorandum prepared during final design.

Acquisition of new right-of-way is not anticipated. Typically, it is ADOT's policy to not obtain temporary construction easements (TCE) for modification of a driveway entrance; however, a TCE will be required to construct the sidewalk ramp at the southern terminus of the project at the gas station entrance. The FUTS path previously constructed on the south side of the gas station driveway did not replace the existing sidewalk ramp. A similar methodology with respect to the project limits and preserving the existing sidewalk ramp on the north side of the gas station driveway will be reviewed during final design. This approach would reduce the overall project length by approximately 30 feet.

Traffic control requirements will be in accordance with the 2009 Edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*, and *Arizona Supplement to the 2009 Edition of the MUTCD*, and/or by special provisions.

No lane closures will be allowed on weekends or during holiday periods. Weekends are defined as 2:00 PM Friday through 6:00 AM on the following Monday. Holidays are defined as 2:00 PM of the last working day prior to the holiday to 6:00 AM of the first working day following the holiday. A minimum of one lane in each direction shall be open at all times. Temporary lane closures and I-40 traffic detours are anticipated to complete work above I-40 traffic lanes. Sequencing and traffic control will be coordinated with ADOT Flagstaff District and the City of Flagstaff during final design.

Access to adjacent businesses shall be maintained during business hours throughout construction.

A consultant will prepare the required National Environmental Policy Act environmental documentation. A Group I Categorical Exclusion condensed clearance memorandum will be prepared.

A consultant will conduct a hazardous materials field investigation, take paint samples to test for potential lead based paint, take samples of materials to test for the potential presence of asbestos, and prepare a Preliminary Initial Site Assessment (PISA).

It is assumed that a prior cultural resources survey will be adequate for the project. A consultation initiation form and Section 106 consultation letters will be prepared for the project.

Upon completion of consultation, it is anticipated that the ADOT Environmental Planning Group (EPG) will provide a cultural resources close out memo indicating there is “no potential to affect historic properties.”

It is also anticipated that ADOT EPG will provide biological resources clearance for the project based on the biological evaluation completed for ADOT's *I-40, Bellemont to Winona, Design Concept Report*, 40 CN 183 H7586 01L, NH-040-C(211)S.

No impacts to waters of the US are anticipated as a result of this project. Because this project is anticipated to result in less than one acre of ground disturbance, an Arizona Pollutant Discharge Elimination System general permit is not required. The project will require a Stormwater Pollution Prevention Plan.

Locations for construction staging and materials storage for the contractor's operations have not been identified. The contractor shall be responsible for locating and coordinating staging and storage areas with City of Flagstaff, ADOT, or adjacent private land owners.

Existing survey monuments and section corner monuments may be located within the project limits. Survey monument locations will be investigated during final design. Provisions should be made to avoid disturbing existing monuments. Monuments that are disturbed during construction shall be reset to ADOT current standards.

Geotechnical field investigation work is not anticipated as part of this project. If geotechnical field investigation work is needed, an environmental clearance will be required prior to the field work.

Major conflicts with existing utilities are not anticipated. The path alignment can be modified such that conflicts with existing utilities are minimized to the greatest extent feasible. If utility conflicts occur, the final design consultant will coordinate the relocation design with the affected utility stakeholder and prepare the Utility Clearance Letter.

A new irrigation service for the landscaped median island will be installed. This will require both power and water services. Based on preliminary utility information, it is anticipated that both water and power will be available within ADOT's existing right-of-way. Potential service locations and water/power sources will be identified in the preliminary plans. The final service locations will be coordinated with the City of Flagstaff as they will be responsible for operating and maintenance costs.

ADOT Communications, the City of Flagstaff, and the contractor will coordinate project information with the public and the adjacent property owners during construction.

Bus Route 3 of Flagstaff's Mountain Line utilizes Country Club Drive to cross the I-40 corridor. No changes to the bus route or bus operations are anticipated with this project.

E. OTHER REQUIREMENTS:

The CPS ID is VP1L.

The project is programmed in ADOT's Tentative 2015–2019 Five-Year Transportation Facilities Construction Program under Item Number 17415 (\$493,000). This project will use federal enhancement funds and funds contributed by the City of Flagstaff. The project will be designed by a consultant.

The ADOT Project Manager is Mr. Greg Johnson, (602) 712-7774.

The construction can be completed year-round. It is preferable to construct in early summer (April-June) to avoid snows and monsoons.

The construction duration is estimated at 90 calendar days.

This project will be administered under the Operating Partnership Agreement under Category T (State administration).

Within two weeks of the design kick-off meeting, the project manager will develop a customized project schedule that will reflect the full scope of the work. ADOT's Program and Project Management Section (PPMS) will provide the necessary technical support to the design team during schedule development.

F. ESTIMATED COST:

The estimated construction cost for the improvements is \$561,000. Estimated quantities are based on the following assumptions and methodology. The estimated costs are based on unit prices obtained from the ADOT's Construction Cost Data Base and from bid tabs of recently advertised projects.

- It is assumed that the AC pavement replacement adjacent to the proposed raised median island will be 2 feet wide with the following pavement section: 6 inches of AC on 6 inches of AB (Class 2). The pavement structural section will match the existing AC pavement structural section on Country Club Drive. The AC pavement unit price has been increased to reflect potential inefficiencies in constructing the small quantity of AC pavement associated with this project.
- It is assumed that the concrete pathway will be placed on engineered roadway embankment per ADOT Standard Specifications. Base material is not included similar to ADOT standard sidewalk (Std C-05.20) when constructed on standard roadway embankment.
- Item No. 7010001, Maintenance and Protection of Traffic – Calculated at 10% of the detailed estimate subtotal that includes miscellaneous work. Due to the majority of the construction activities taking place outside of traffic lanes and behind existing barrier, the costs associated with maintaining traffic are not anticipated to be as costly as a typical capacity improvement project (approximately 15%).
- Existing signal poles will be relocated. The need for new signal poles is not anticipated. Temporary signals may be required during construction with the cost included in Item No. 7010001 – Maintenance and Protection of Traffic.
- Item No. 70900XX, Pavement Marking – Dual component epoxy pavement marking is anticipated.
- Item No. 806XX01, Landscape Materials – Calculated at 3% of the detailed estimate subtotal that includes miscellaneous work. This item includes the plant material, irrigation valves/emitters, drip system, topsoil, and amendments for the new median island.

- The need for new right-of-way is not anticipated.
- Private utility relocation costs are not anticipated. Relocation costs of ADOT lighting and signal facilities are included.

Hazardous material remediation, which potentially includes lead-based paint or asbestos remediation, will be quantified after appropriate testing is performed.

G. REQUIRED ACTION BY THE PRIORITY PLANNING ACTION COMMITTEE (PPAC) AND/OR PROJECT REVIEW BOARD (PRB):

During final design, the Project Manager may be required to submit this project to the Project Review Board (PRB) and the Priority Planning Advisory Committee (PPAC) for scope, schedule, or budget updates.

H. INVOLVEMENT SHEET

TRACS No. H8494 01C

Project Name: Country Club Dr. FUTS @ I-40

Location: Country Club Drive at I-40, City of Flagstaff

CONTACTED	FIELD REVIEW	ORGANIZATION	INVOLVEMENT				COMMENTS (ISSUES WHICH MAKE INVOLVEMENT SIGNIFICANT OR MINIMAL)
			SIGNIFICANT	MINIMUM	NONE	UNKNOWN	
X	X	FLAGSTAFF DISTRICT	X				CONSTRUCTION ENGINEERING AND ADMINISTRATION.
X	X	STATEWIDE PROJECT MANAGEMENT	X				PROJECT MANAGER, MR. GREG JOHNSON (602) 712-7774
X		RIGHT-OF-WAY	X				ACQUIRE TCE AND PREPARE CLEARANCE LETTER
X		TRAFFIC DESIGN		X			REVIEW PLANS
X		REGIONAL TRAFFIC		X			REVIEW PLANS
X		BRIDGE DESIGN		X			REVIEW PLANS
X		DRAINAGE DESIGN		X			REVIEW PLANS
X		PAVEMENT DESIGN		X			REVIEW PLANS
X		ADOT PLANNING - BICYCLE AND PEDESTRIAN PROGRAM		X			REVIEW PLANS
X		GEOTECHNICAL SECTION		X			REVIEW PLANS
X	X	ENVIRONMENTAL PLANNING	X				PREPARE/REVIEW ENVIRONMENTAL CLEARANCE DOCUMENTATION
X	X	ROADWAY DESIGN		X			REVIEW PLANS
X	X	UTILITIES & RAILROAD		X			REVIEW UTILITY CLEARANCE LETTER
X		ENGINEERING SURVEY			X		
X		PHOTOGRAMMETRY & MAPPING			X		
X		CONSTRUCTION GROUP: VALUE & QA – LANDSCAPE		X			REVIEW MEDIAN LANDSCAPE DESIGN
X		ROADSIDE DEVELOPMENT		X			REVIEW MEDIAN LANDSCAPE DESIGN
X	X	ADOT COMMUNICATIONS		X			COORDINATE PUBLIC INVOLVEMENT DURING DESIGN AND CONSTRUCTION.
X		CONTRACTS & SPECIFICATIONS	X				PREPARE P S & E PACKAGE; ADVERTISE PROJECT FOR CONSTRUCTION
X		FHWA		X			FEDERAL FUNDING, ADOT/FHWA PARTNERSHIP AGREEMENT, CATEGORY T.
X	X	CITY OF FLAGSTAFF	X				REVIEW PLANS AND COORDINATION

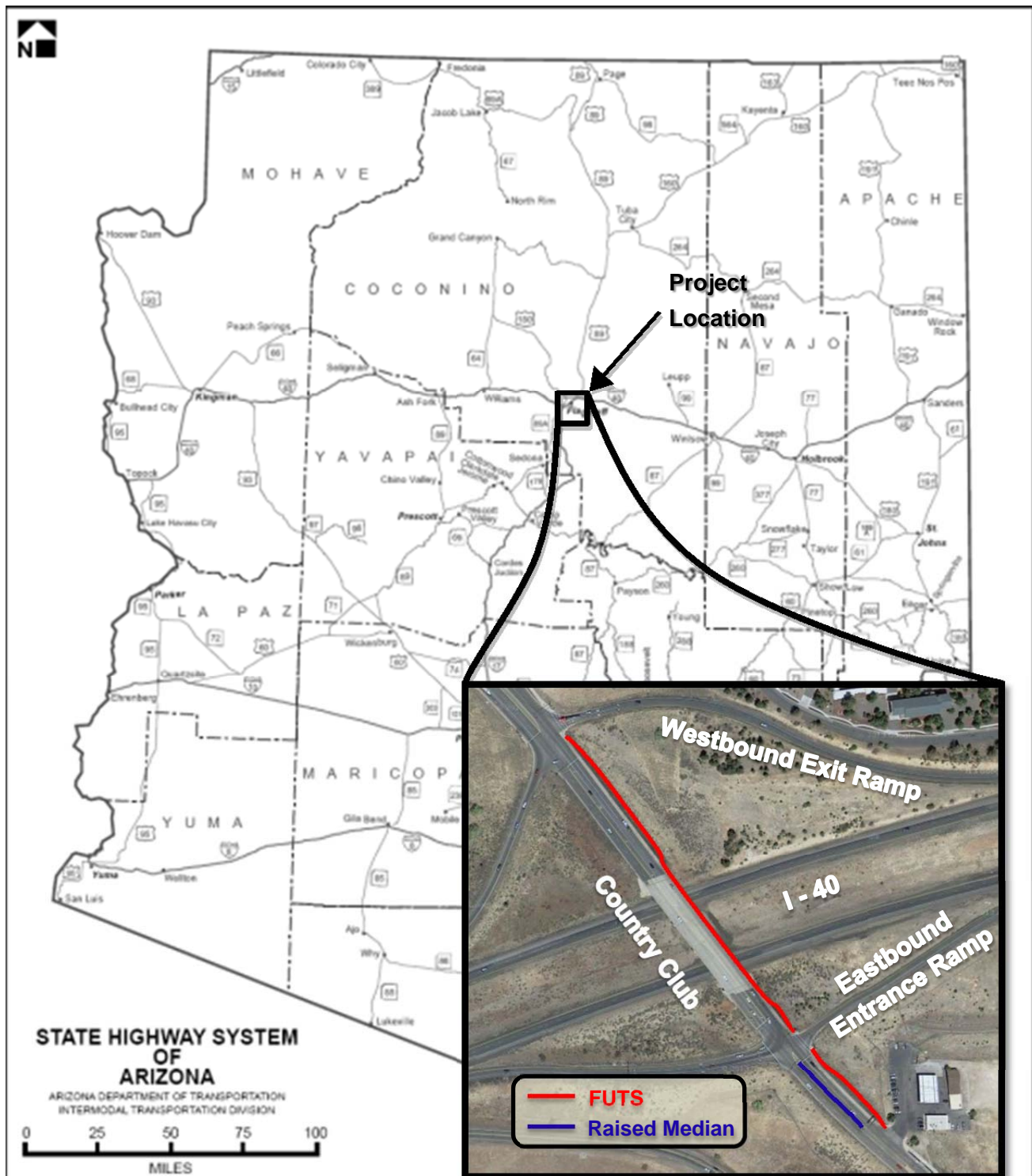
I. ITEMIZED COST ESTIMATE

ESTIMATE OF PROBABLE CONSTRUCTION COST Country Club FUTS @ I-40

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF	QUANTITY	UNIT PRICE	TOTAL
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L.F.T.	40	\$ 3.00	\$ 120
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	5,837	\$ 2.00	\$ 11,674
2020036	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	398	\$ 5.00	\$ 1,990
2030901	BORROW	CU.YD.	700	\$ 15.00	\$ 10,500
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	17	\$ 50.00	\$ 850
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	33	\$ 130.00	\$ 4,290
5010405	PIPE, CORRUGATED STEEL, 12" (SLEEVE)	L.F.T.	35	\$ 40.00	\$ 1,400
5012524	STORM DRAIN PIPE, 24"	L.F.T.	78	\$ 60.00	\$ 4,680
5014024	FLARED END SECTION, 24" (C-13.25)	EACH	1	\$ 400.00	\$ 400
5030031	CONCRETE CATCH BASIN (C-15.20) SUMP ONLY, H=8' OR LESS	EACH	1	\$ 2,500.00	\$ 2,500
6011132	COMBINATION PEDESTRIAN-TRAFFIC BRIDGE RAILING	L.F.T.	466	\$ 160.00	\$ 72,960
6011133	PEDESTRIAN FENCE FOR BRIDGE RAILING	L.F.T.	466	\$ 75.00	\$ 34,200
6070055	SIGN POST (PERFORATED) (2 1/2 S)	L.F.T.	22	\$ 12.00	\$ 264
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	2	\$ 150.00	\$ 300
6080005	REGULATORY, WARN, OR MARKER SIGN PANEL W/TYP II/IV SHEET	SQ.FT.	24	\$ 23.00	\$ 552
6080110	REMOVE AND REINSTALL SIGN	EACH	5	\$ 300.00	\$ 1,500
7015052	OBUTERATE PAVEMENT MARKING (STRIPE)	L.F.T.	669	\$ 0.50	\$ 335
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.F.T.	1,369	\$ 0.11	\$ 151
7080121	PERMANENT PAVEMENT MARKING (PAINTED SYMBOL) (ARROW)	EACH	1	\$ 28.00	\$ 28
7080301	PAINT BULL NOSE	EACH	1	\$ 100.00	\$ 100
7090001	DUAL COMPONENT PAVEMENT MARKING (WHITE EPOXY)	L.F.T.	1,369	\$ 0.32	\$ 439
7090012	DUAL COMPONENT PAVEMENT SYMBOL	EACH	1	\$ 150.00	\$ 150
7310832	RELOCATE EXISTING LIGHT POLES	EACH	1	\$ 1,200.00	\$ 1,200
7320482	RESET AND/OR RELOCATE EXISTING PULL BOXES	L.SUM	1	\$ 800.00	\$ 800
7330221	PEDESTRIAN PUSH BUTTON (POLE AND FOUNDATION)	EACH	1	\$ 900.00	\$ 900
7330620	RELOCATE TRAFFIC SIGNALS	L.SUM	1	\$ 4,000.00	\$ 4,000
7330625	RELOCATE TRAFFIC SIGNALS (TYPE A)	EACH	1	\$ 1,500.00	\$ 1,500
8030126	ROCK (3' PARKWAY GROUND COVER) (CINDERS)	CU.YD.	62	\$ 50.00	\$ 3,100
8080620	PROVIDE WATER SERVICE (2")	EACH	1	\$ 5,000.00	\$ 5,000
9020004	CHAIN LINK FENCE, TYPE 1 (7'2")	L.F.T.	616	\$ 12.00	\$ 7,392
9080041	CONCRETE CURB (C-05.10) (TYPE A1)	L.F.T.	406	\$ 16.00	\$ 6,496
9080242	CONCRETE SIDEWALK (10' WIDE FUTS) (C-05.20)	SQ.FT.	9,032	\$ 10.00	\$ 90,320
9080300	CONCRETE SIDEWALK RAMP (ADA COMPLIANT)	EACH	4	\$ 2,000.00	\$ 8,000
9090021	FRAME AND COVER FOR SURVEY MONUMENT (C-21.10)	EACH	1	\$ 500.00	\$ 500
9210012	MEDIAN PAVING (MEDIAN NOSE TAPER)	SQ.YD.	2	\$ 60.00	\$ 120
DETAILED ESTIMATE SUBTOTAL					\$ 278,711
934XX01	MISCELLANEOUS WORK (15%)	COST	15.00%		\$ 41,807
Subtotal 1					\$ 320,518
207XX01	DUST PALIATIVE (1%)	COST	1.00%		\$ 3,206
209XX01	FURNISH WATER (1%)	COST	1.00%		\$ 3,206
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC (10%)	COST	10.00%		\$ 32,052
806XX01	LANDSCAPE MATERIALS (3%)	COST	3.00%		\$ 9,616
810XX01	EROSION CONTROL AND POLLUTION PREVENTION (2%)	COST	2.00%		\$ 6,411
924XX02	CONTRACTOR QUALITY CONTROL (2%)	COST	2.00%		\$ 6,411
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (3%)	COST	3.00%		\$ 9,616
Subtotal 2					\$ 391,036
9010001	MOBILIZATION (10%)	COST	10.0%		\$ 39,104
Subtotal 3					\$ 430,140
951XX01	CONSTRUCTION ENGINEERING		14.00%		\$ 60,220
951XX02	CONSTRUCTION CONTINGENCY		5.00%		\$ 21,507
951XX03	AS-BUILT PLANS		1.00%		\$ 4,301
DETAILED ESTIMATE					\$ 511,867

SUMMARY	
DETAILED ESTIMATE	\$ 511,867
INDIRECT COST ALLOCATION PLAN (ICAP = 9.46%)	\$ 48,423
SUBTOTAL	\$ 560,290
TOTAL CONSTRUCTION COSTS	\$ 561,000

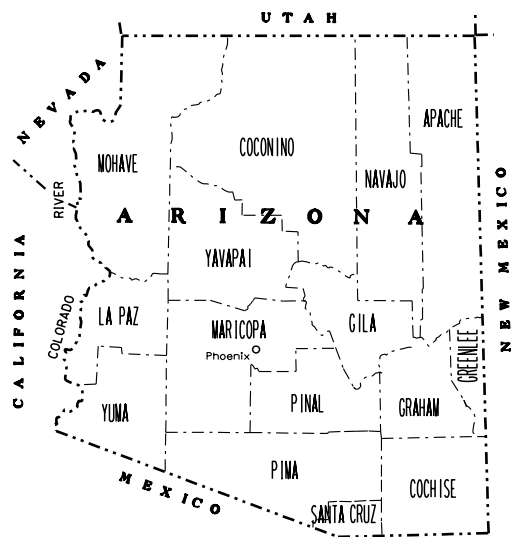
J. LOCATION AND VICINITY MAP



Country Club Drive FUTS @ I-40
ADOT Project No.: H8494 01C
Federal Aid No.: TEA-040-D(225)T
Figure 2 – Project Location and Vicinity Maps

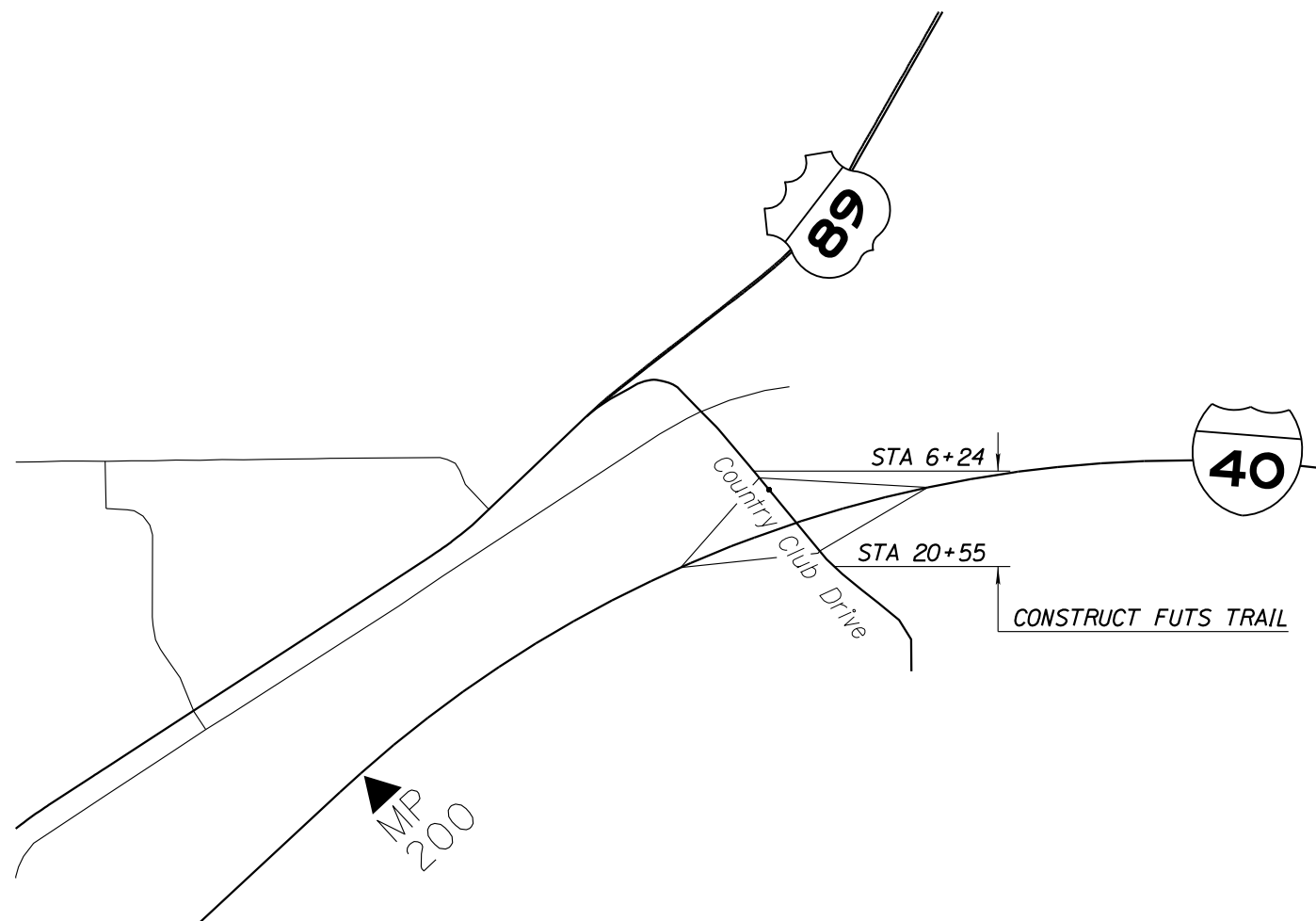
Appendix A

Concept Plan Sheets



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
PROJECT PLANS

ADOT



COUNTRY CLUB FUTS AT I-40
PROJECT NO. 040 CN 201 H8494 01C
FEDERAL PROJECT NO. TEA 040-D(225)T

Constructed by:

Construction Company

Completion Date

Red-Lines by:

Construction Administrator Name & Company

Completion Date

As-Built by:

As-Built Designer Name & Company

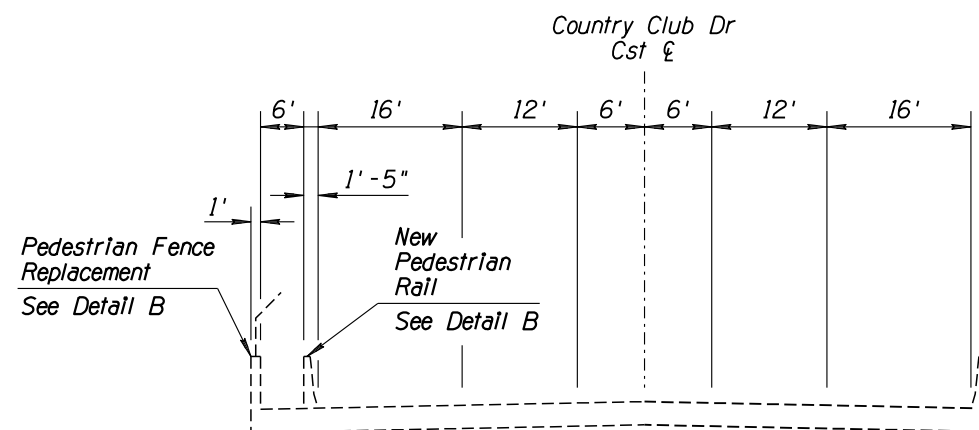
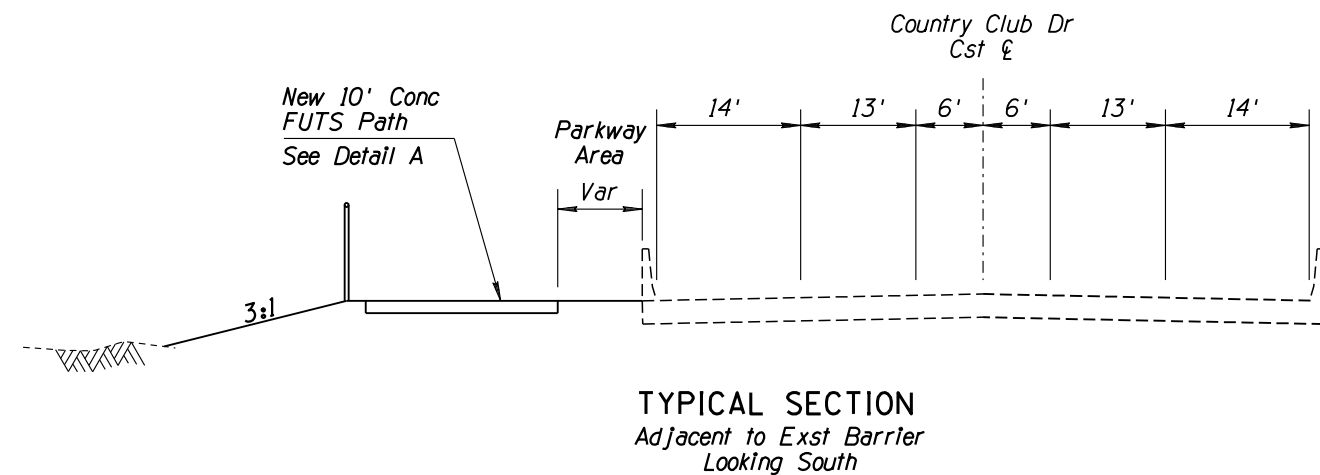
Completion Date

STAGE I DESIGN SUBMITTAL
15% COMPLETE
MARCH 2014

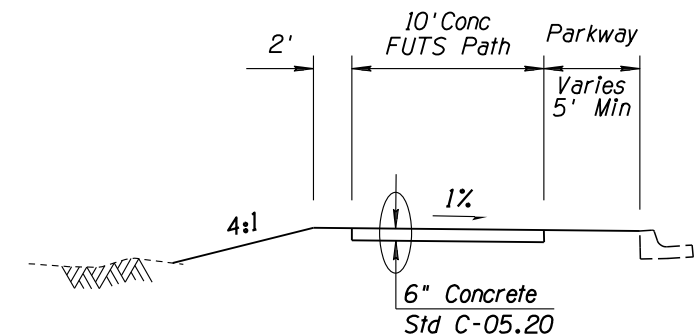
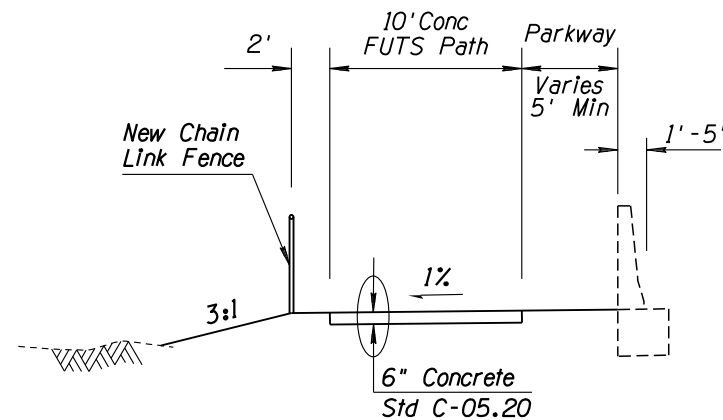
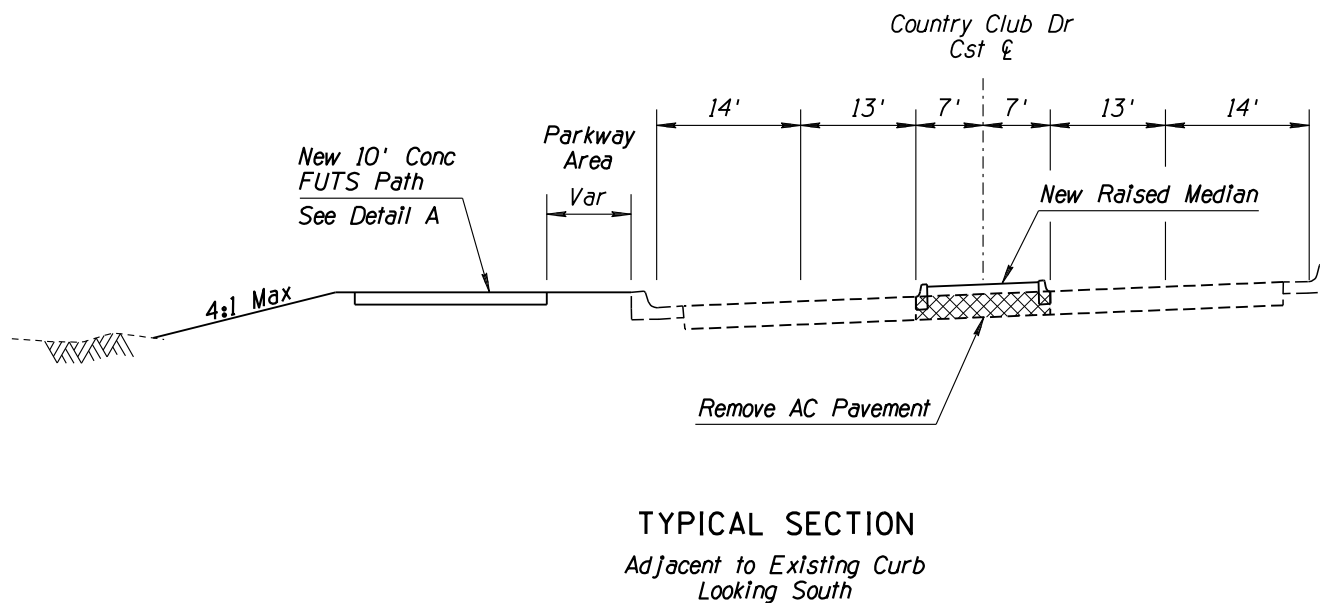
ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
JENNIFER TOTH, P.E., STATE ENGINEER

AS BUILT DATA	AS BUILT DATE	OF
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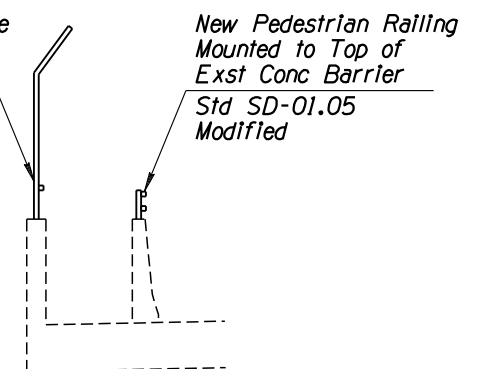
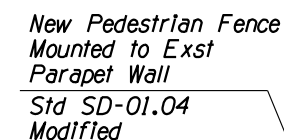
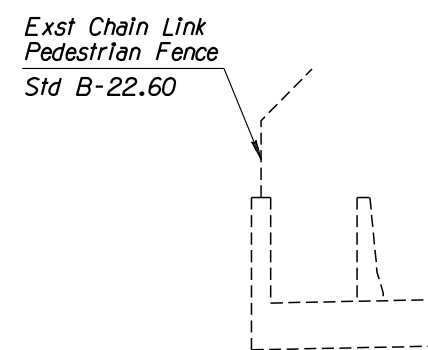
DATE
MADE BY
NO.2 DESCRIPTION OF REVISION
DATE
MADE BY
NO.1 DESCRIPTION OF REVISION



TYPICAL SECTION
Existing Bridge
Looking South




DETAIL A
FUTS Path
Grading & Dimensions



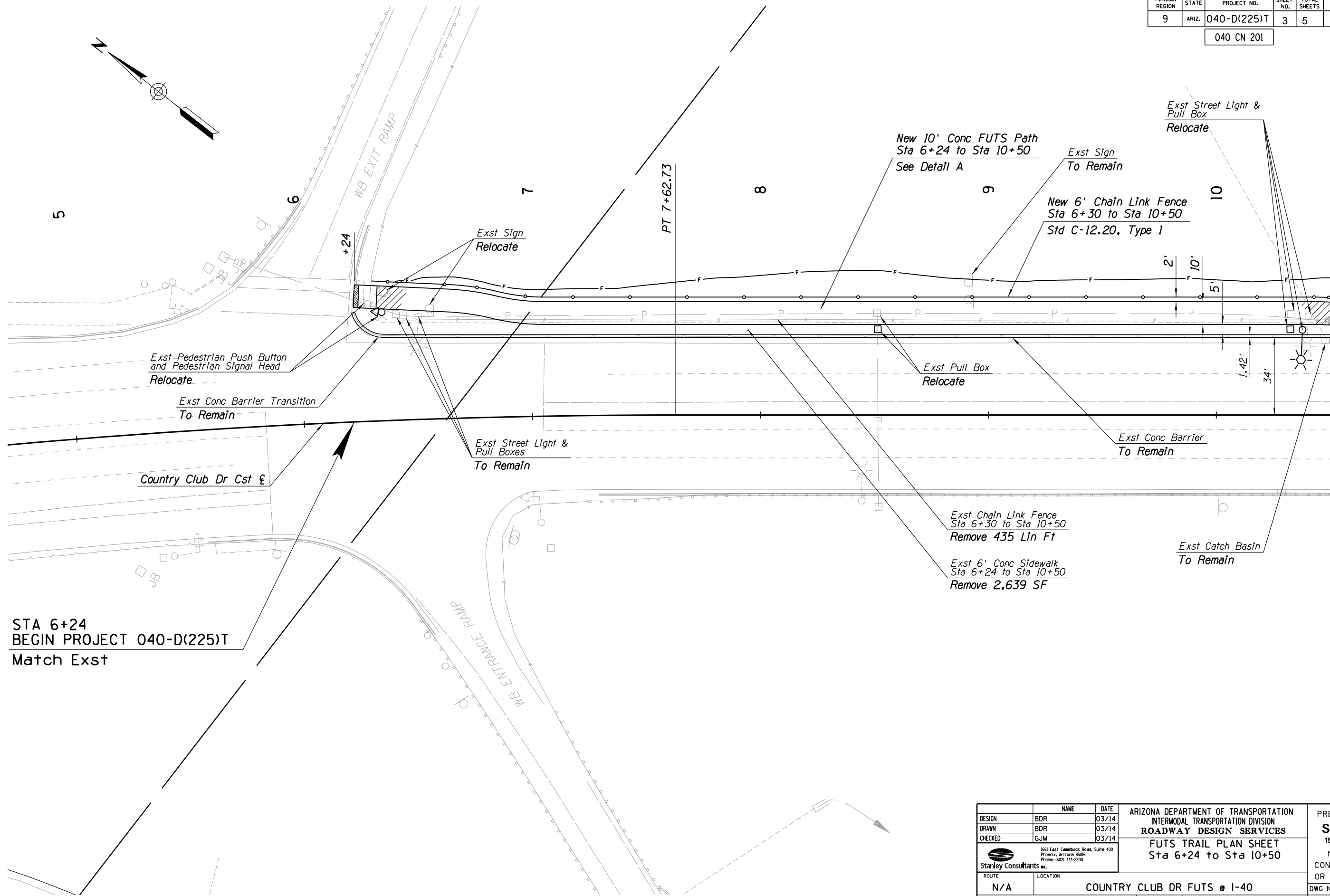
DETAIL B
Pedestrian Fence and
Railing Replacement

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	040-D(225)T	2	5	
040 CN 201					


		NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES	PRELIMINARY STAGE I 15% Review NOT FOR CONSTRUCTION OR RECORDING
DESIGN	BDR		03/14		
DRAWN	BDR		03/14		
CHECKED	GJM		03/14		
 Stanley Consultants inc.		1661 East Camelback Road, Suite 400 Phoenix, Arizona 85016 Phone: (602) 333-2200		TYPICAL SECTIONS & DETAILS	DWG NO. 2
ROUTE		LOCATION			
N/A		COUNTRY CLUB DR FUTS @ I-40			
TRACS NO. H8494 OIC				040-D(225)T	___ OF ___

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	040-D(225)T	3	5	

040 CN 201



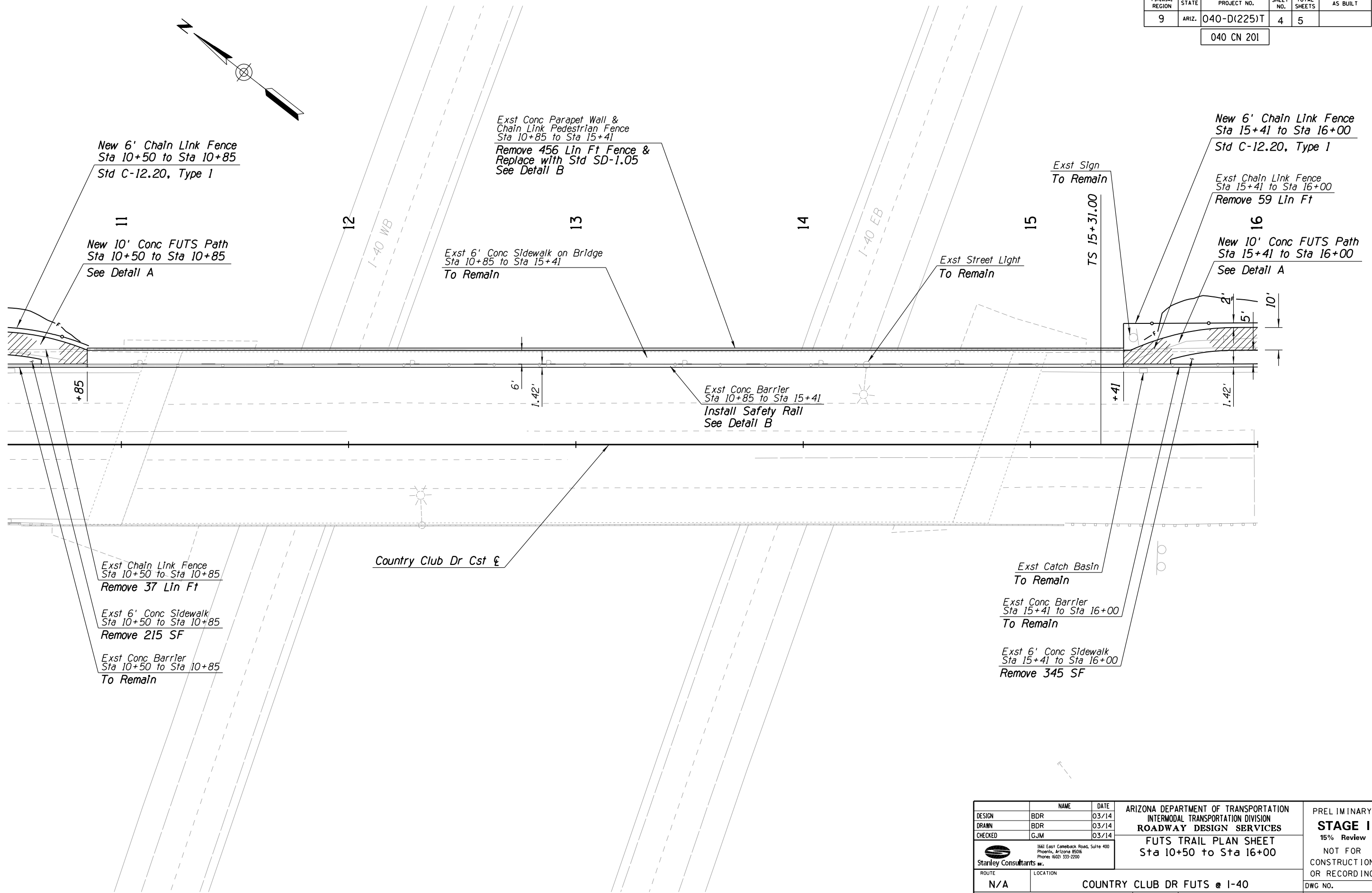
STA 6+24
BEGIN PROJECT 040-D(225)T
Match Exst

		NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES	PRELIMINARY STAGE I 15% Review NOT FOR CONSTRUCTION OR RECORDING
DESIGN	BDR		03/14		
DRAWN	BDR		03/14		
CHECKED	CJM		03/14		
 Stanley Consultants inc.		1661 East Camelback Road, Suite 400 Phoenix, Arizona 85016 Phone: (602) 333-2200		FUTS TRAIL PLAN SHEET Sta 6+24 to Sta 10+50	
ROUTE		LOCATION		COUNTRY CLUB DR FUTS @ I-40	
N/A					
TRACS NO. H8494 OIC				040-D(225)T	
				DWG NO. _____ OF _____	

NO.1 DESCRIPTION OF REVISION
NO.2 DESCRIPTION OF REVISION
MADE BY
DATE
MADE BY
DATE
NO.1 DESCRIPTION OF REVISION
NO.2 DESCRIPTION OF REVISION
MADE BY
DATE
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DATE

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	040-D(225)T	4	5	

040 CN 201

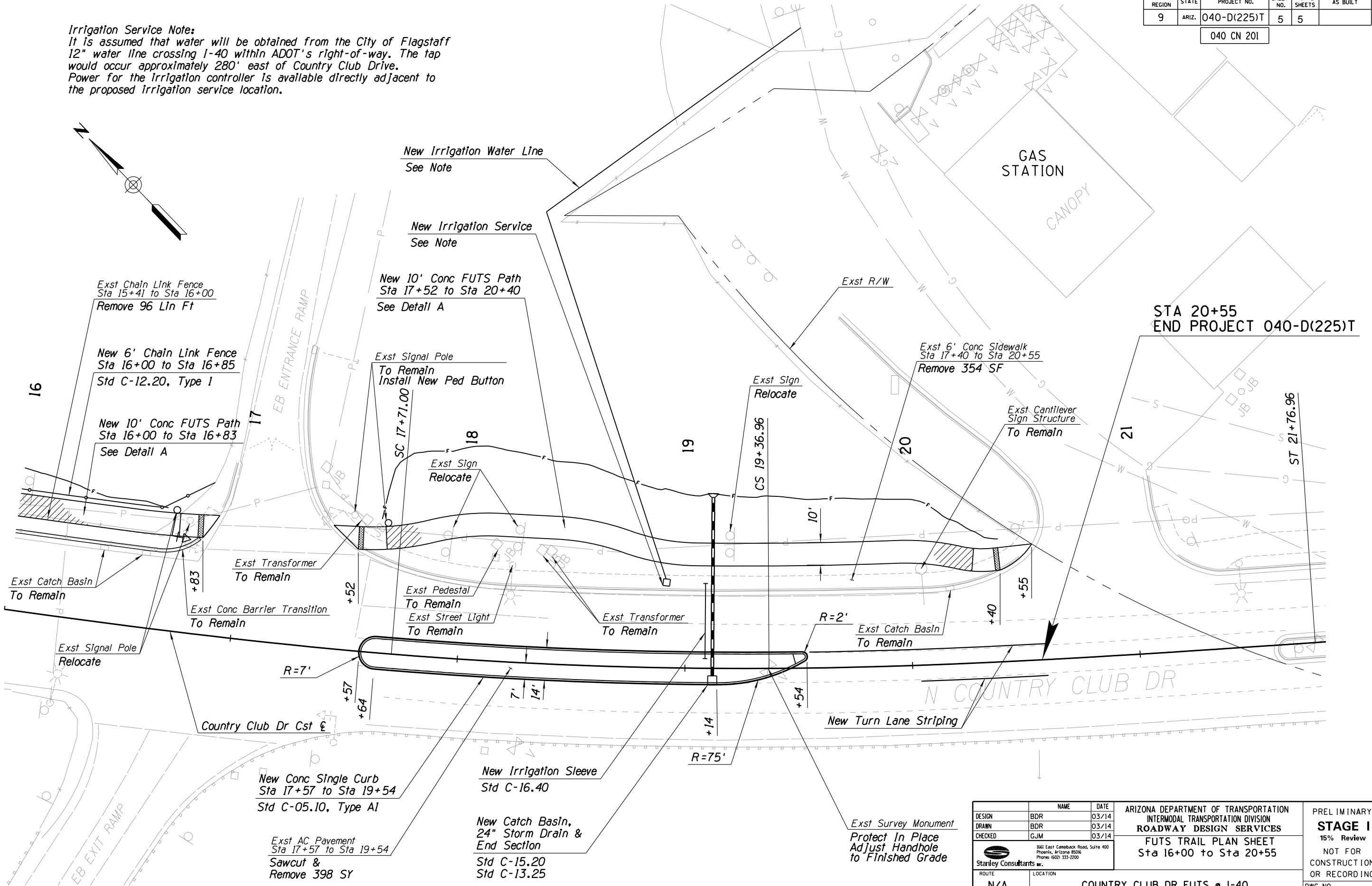


DESIGN	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES FUTS TRAIL PLAN SHEET Sta 10+50 to Sta 16+00 1661 East Camelback Road, Suite 400 Phoenix, Arizona 85016 Phone: (602) 333-2200	PRELIMINARY STAGE I 15% Review NOT FOR CONSTRUCTION OR RECORDING
DRAWN	NAME	DATE		
CHECKED	NAME	DATE		
ROUTE			LOCATION	DWG NO.
N/A			COUNTRY CLUB DR FUTS @ I-40	
TRACS NO. H8494 OIC			040-D(225)T	OF

F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	040-D(225)T	5	5	

040 CN 201

Irrigation Service Note:
It is assumed that water will be obtained from the City of Flagstaff
12" water line crossing I-40 within ADOT's right-of-way. The tap
would occur approximately 280' east of Country Club Drive.
Power for the Irrigation controller is available directly adjacent to
the proposed irrigation service location.



DESIGN	BDR	DATE	03/14	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADWAY DESIGN SERVICES FUTS TRAIL PLAN SHEET Sta 16+00 to Sta 20+55	PRELIMINARY STAGE I 15% Review NOT FOR CONSTRUCTION OR RECORDING DWG NO.
DRAWN	BDR	DATE	03/14		
CHECKED	GJM	DATE	03/14		
ROUTE		LOCATION		COUNTRY CLUB DR FUTS @ I-40	
N/A				TRACS NO. H8494 OIC	
				040-D(225)T	
				OF	



Site Map

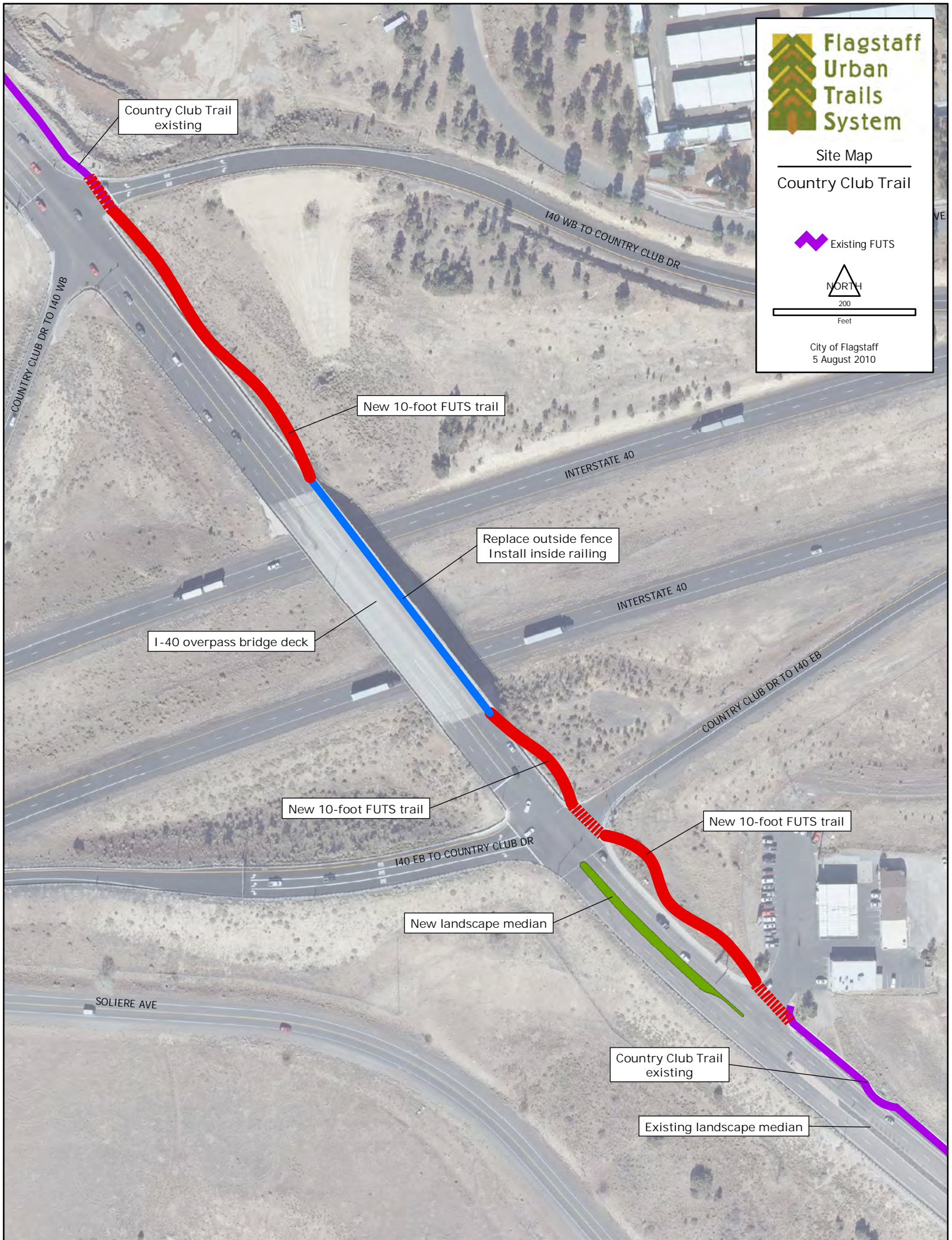
Country Club Trail

 Existing FUTS



200
Feet

City of Flagstaff
5 August 2010



CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacey Button, Economic Vitality Director
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Approval of First Amendment of Purchase and Sale Agreement: Consideration and approval of the First Amendment of the Purchase and Sale Agreement between the City of Flagstaff and Evergreen - TRAX, LLC ("Evergreen"), for the sale of approximately 33.6 acres of property consisting of three parcels located at the southeast and southwest corners of the intersection of Fourth Street and Route 66, and the northwest corner of Fourth Street and Huntington drive adjacent to the Fourth Street Overpass (the "Property").

RECOMMENDED ACTION:

Approve the First Amendment to the Purchase and Sale Agreement between the City of Flagstaff and Evergreen for the development of the Property, and authorize the Mayor to sign the agreement.

Policy Decision or Reason for Action:

The City of Flagstaff Charter requires the City Council to review and approve agreements that "provide for acquisition, sale or exchange of public real property."

The First Amendment to the Purchase and Sale Agreement addresses three main topics which are noted below with the specific sections cited within the original Agreement.

1. Amended purchase price (Section 2.1) - Buyer agrees to purchase the Property for Two Million Eight Hundred Eight One Thousand Dollars (\$2,881,000.00).
2. High speed FUTS trail (Section 20.2.1) - Buyer will build a segment of the Flagstaff Urban Trail System (FUTS) on the Property as a high speed trail across the Property providing access under the Fourth Street Bridge so that users do not have to stop for traffic.
3. Term - Amended closing date (Section 26) - The outside date for the "Closing" shall occur within fifteen (15) calendar months of the date of the original Purchase and Sale Agreement's execution. Currently, the original agreement is set to expire in June, 2014. The amended date simply pushes the date for both parties to fulfill their respective obligations to September, 2014.

Financial Impact:

Evergreen has agreed to the amended purchase price of \$2,881,000. City staff have analyzed the impact of this change and project the Fourth Street debt service will be adequately funded at the time the tax expires in 2020.

Connection to Council Goal:

1. Retain, expand, and diversify economic base
2. Effective governance.

Has There Been Previous Council Decision on This:

- June 5, 2012, the City Council approved Ordinance No. 2012-10, authorizing the transfer of title to Evergreen Devco, Inc.
- June 12, 2013, the City of Flagstaff and Evergreen Devco, Inc. entered into a Real Estate Purchase and Sale Agreement.

Options and Alternatives:

1. Approve the Agreement as amended and recommended by City Staff which will allow the City to finalize the Purchase and Sale Agreement with Evergreen Devco, Inc. and close escrow on this property.
2. Modify the conditions and/or include additional conditions.
3. Deny the Amended Agreement which will not allow for the redevelopment of the property at Fourth Street and Route 66.

Background/History:

In approximately 2007, the City awarded the Property for development. However, due to economic conditions the developer was not able to meet its obligations and returned the property to the City. In October 2010, staff solicited Requests for Proposals (RFP) for the purchase and development of the Property. Revenue generated from this sale was to assist with the repayment of debt incurred by the City in the construction of the Fourth Street Overpass. Only one proposal was received for only two of the three parcels. In addition, the proposal was significantly below the minimum price requested and the development plan did not meet the expectations that were set forth in the RFP. The Council rejected this proposal as it was determined to not be in the best interest of the City. Council directed staff to reissue the RFP. A new RFP was issued that no longer had a minimum price requirement and provided for a greater emphasis on the type and timing of development that would occur. The RFP closed on August 3, 2011. One response was received with an initial offer from Evergreen Devco, Inc. for all three parcels.

Key Considerations:

The City desires to promote economic development in a number of modalities. Approving the First Amendment to the Purchase and Sale Agreement for the Property will encourage retail development along the Fourth Street Corridor in a more structured manner. Since the transfer of title on this property, both the City and Evergreen have had the opportunity to conduct their due diligence for the site. Once this amended Agreement is approved, the City and Evergreen will move forward to complete the following:

- Public zoning hearing with the Planning and Zoning Commission with subsequent approval by the City Council
- A Regional Plan Minor Amendment
- The creation and approval of a Development Agreement.

It is estimated that it will take approximately three (3) months to conclude these three actions, which will all come back before Council. Council's decision in regard to this First Amendment in no way obligates the City with respect to the above items.

Expanded Financial Considerations:

Evergreen has agreed to the amended purchase price of \$2,881,000. Previously, Evergreen deposited with the City \$212,899.50 as Earnest Money. Of that, \$50,000 was transferred to the Seller at the conclusion of the initial Due Diligence Period and a second \$50,000 will transfer to the City at the conclusion of the Review Period. The Review Period began with Evergreen receiving the City's Interdepartmental Staff ("IDS") comments the first week of April, and is to conclude on May 5, 2014. As of the writing of the staff summary, all indications are that this second \$50,000 will be transferred to the

City on schedule.

Community Benefits and Considerations:

Community benefits include providing greater commercial and retail opportunities, providing for a larger retail tax base, and providing new job opportunities, particularly along the Fourth Street Corridor. Due to the economic downturn, in addition to the delay in the development of the property, City staff projected that the Fourth Street portion of the transportation tax would not adequately meet the need to fund the Fourth Street Overpass debt service by the time this tax expires in 2020. Staff employed a two prong strategy to mitigate that risk. First, staff reissued the debt realizing an approximate \$1.4 million dollar savings in interest expense. Second, the staff continue to work toward the timely sale and development of the property so that the financial obligation will be met. The City will realize a greater and more certain benefit by receiving incremental growth in both sales and property tax revenues.

Community Involvement:

Collaborate - Evergreen previously held a forum in February for public participation, and other public hearings and various Council actions have already occurred, as will others in the near future based on the above mentioned three actions following approval of this First Amendment.

Expanded Options and Alternatives:

1. Approve the First Amendment to the Purchase and Sale Agreement.
2. Modify the conditions and/or include additional conditions.
3. Deny the First Amendment.

Attachments: First Amendment to Evergreen Purchase and Sale Agreement

**FIRST AMENDMENT
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

City of Flagstaff and Evergreen – Trax, LLC

THIS FIRST AMENDMENT TO THAT CERTAIN REAL ESTATE PURCHASE AND SALE AGREEMENT (“**First Amendment**”) is entered into this _____ day of _____, 2014, by and between the City of Flagstaff, an Arizona municipal corporation (“**Seller**”) and Evergreen - TRAX, LLC, an Arizona limited liability company (“**Buyer**”), as successor in interest to Evergreen Devco, Inc., a California corporation (“**Original Buyer**”). Buyer and Seller are sometimes referred to herein collectively as the “**Parties.**”

RECITALS

- A. On June 12, 2013, the Seller and Original Buyer entered into a Real Estate Purchase and Sale Agreement (“**Agreement**”) for the purchase and sale of 33.6 acres of real property generally located at the intersection of Route 66 & Fourth Street, within the corporate limits of Flagstaff, Arizona.
- B. On August 13, 2013, Original Buyer assigned, conveyed and transferred to Buyer all of Original Buyer’s right, title and interest in the Agreement.
- C. Seller and Buyer desire to amend the Agreement as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

Section 1. Section 2.1 of the Agreement is hereby amended as follows (proposed new text is indicated with double underline and text proposed for deletion is indicated by strikethrough).

2.1 Buyer agrees to purchase the Property for ~~Three Million One Hundred Thousand Dollars (\$3,100,000.00)~~ Two Million Eight Hundred Eighty One Thousand Dollars (\$2,881,000.00) (“Purchase Price”) and pay such sum, less the Earnest Money, to the Seller at Closing, as defined below. Buyer also agrees to pay all closing costs which are due from Buyer and Seller at closing of escrow.

Section 2. Section 20.2.1 of the Agreement is hereby amended as follows (proposed new text is indicated with double underline and text proposed for deletion is indicated by strikethrough).

20.2.1 Buyer will ~~modify or build two~~ a segments of the Flagstaff Urban Trail System (“FUTS”) on the Property. Buyer will construct ~~one~~ this segment of the FUTS as a high speed trail across the Property ~~with access to the site at the rear.~~

~~Buyer will modify the existing segment of the FUTS pedestrian and slow speed trail along Route 66, as depicted in Exhibit C, Flagstaff Urban Trail System Conceptual Plan, attached and incorporated by reference. The This high speed FUTS trail will have access under the Fourth Street Bridge so that users do not have to stop for traffic. Buyer will be required to modify or build 10-foot wide concrete FUTS trails that meet current standards and guidelines for FUTS trails, including associated landscaping.~~ Further, Buyer agrees that this high speed FUTS trail shall be 10 feet wide, constructed of concrete, and be built to current City standards and guidelines for FUTS trail construction, including associated landscaping. At closing, Buyer will record an easement against the Property in favor of the City in the form set forth in Exhibit D, Flagstaff Urban Trail.

Section 3. Section 26, Term, of the Agreement is hereby amended as follows (proposed new text is indicated with double underline and text proposed for deletion is indicated by strikethrough).

Within one hundred twenty (120) days of the executed date of this Agreement, Buyer shall file with the City a complete Large-scale Zoning Map Amendment and minor Regional Plan Amendment application. Further, the outside date for the “Closing,” as set forth in Section 3.2, shall occur within ~~twelve (12)~~ fifteen (15) calendar months of the date of execution. This Agreement will terminate at the conclusion of the one hundred twenty (120) day period, should Buyer fail to submit a fully completed Large-scale Zoning Map Amendment and minor Regional Plan Amendment application, or at the conclusion of ~~twelve (12)~~ fifteen (15) calendar month period, should Closing fail to occur. These time limits may be extended by mutual consent of both parties and for such term as agreed to by both parties.

Section 4. Except as specifically modified and amended pursuant to the terms of this First Amendment, the Agreement shall remain in full force and effect, and the terms and conditions thereof are hereby ratified and affirmed by the Parties thereto.

Section 5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6. This First Amendment is effective as of the date first set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this First Amendment to real Estate Purchase and Sale Agreement as of the date first written above.

City of Flagstaff

Evergreen – TRAX, LLC, an Arizona
limited liability company

Gerald W. Nabours, Mayor

By: _____

Attest:

Name: _____

Title: _____

City Clerk

Approved as to form and authority:

City Attorney

STATE OF ARIZONA)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2014, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that _he executed the same on behalf of Evergreen – TRAX, LLC, an Arizona limited liability company, for the purposes therein contained.

Notary Public

My Commission Expires: _____

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Barbara Goodrich, Management Services
Director
Date: 05/14/2014
Meeting 05/20/2014
Date:



TITLE:

Consideration and Approval of Intergovernmental Agreement: An Intergovernmental Agreement (IGA) between the City of Flagstaff, Northern Arizona University (NAU), and Northern Arizona Intergovernmental Public Transit Authority (NAIPTA) to provide for the ongoing operation of Route 10.

RECOMMENDED ACTION:

Adopt the IGA that allows for the ongoing operation of Route 10 connecting downtown to Woodland Village through the NAU campus.

Policy Decision or Reason for Action:

Adoption of the IGA provides for ongoing operational direction for the NAIPTA designated Route 10.

Financial Impact:

The City of Flagstaff contracts with NAIPTA to provide transit service as approved by voters in May 2008. Approval of the IGA provides for the same level of financial commitment the City has for this service.

Connection to Council Goal:

- Repair Replace **maintain** infrastructure (streets & utilities). Allows for operational maintenance of this fixed route.
- Effective governance.- better defines NAIPTA, NAU, and City roles and financial responsibility.

Has There Been Previous Council Decision on This:

Yes. The Council first approved the IGA related to the construction and operation of Route 10 on August 17, 2010.

Options and Alternatives:

- Approve the IGA as presented. Staff recommendation. Provides clarity on funding and maintenance issues.
- Make amendments to the IGA.
- Do not approve the IGA.

Background/History:

In the general election in May 2008, the voters approved various propositions related to the provision of specific transit services in our community. Proposition 403 authorized a 0.02% sales tax increase for the establishment of new transit service between the downtown area and Woodlands Village via the NAU campus (Route 10). NAIPTA successfully launched Route 10 July 2011 and the ridership continues to increase annually.

In December, 2010, the City, NAU, and NAIPTA entered into the original agreement for the development, construction, and operation of Route 10. As the construction has been completed, the member organizations desire to clean up the IGA by removing the language related to the construction and to refine those sections that focus on the operations. The IGA clarifies the amount NAU is responsible for annually (the lesser of 50% or \$490,321 as adjusted by the Consumer Price Index for all Urban Consumers), clarifies the on-campus operating schedule and route, and clarifies that should NAIPTA provide additional bus service or routes that could benefit NAU, that these routes shall not increase NAU's financial responsibility and that they are not fare free. The City of Flagstaff would have to agree to any increased costs through the annual budget process.

The IGA has an initial term of ten (10) years with the option to renew for up to two (2) successive five (5) year terms.

Key Considerations:

The amended IGA was vetted with staff from NAIPTA, NAU, and the City. Northern Arizona University has signed the agreement. The NAIPTA Board of Directors is expected to approve the agreement at their May 15, 2014 Board meeting. The IGA clearly sets current and future budget and funding limits that provide financial protection to both the City and NAU.

Expanded Financial Considerations:

NAIPTA will present a budget annually to both NAU and the City that is limited to reflect cost changes not exceeding the percentage of change reflected in the U.S. Department of Labor Consumer Price Index for all Urban Consumers. Under this agreement, NAU will pay the lesser of \$490,321 or 50% of the budgeted cost. The City will be responsible for the other approximate 50% through the designated tax revenue (currently generating approximately \$315,000 annually), fare box revenues, and Section 5307 Transit Formula Award funds. Should additional funds be needed for the operation of this route, a separate agreement will have to be approved.

Community Benefits and Considerations:

The Mountain Links transit route is consistent with the objectives of the Flagstaff Area Regional Plan, the 2009 NAU Master Plan Update and the FMPO Regional Transportation Plan. In addressing a number of the land use and multi-modal objectives of these long range plans, this route helps alleviate traffic congestion, reduces parking space demand (particularly on Campus), and provides service to numerous riders on a daily basis.

Community Involvement:

Inform - The public notification occurs through the publication and discussion of the proposed IGA through the City of Flagstaff Council meeting.

Collaborate - The City, NAU, and NAIPTA worked together to provide the amendments for this operating agreement.

Expanded Options and Alternatives:

- Approve the IGA as presented. Staff recommendation. Provides clarity on funding and maintenance issues.
- Make amendments to the IGA.
- Do not approve the IGA.

Attachments: Mountain Link IGA

After recording, return to:
Compliance and Auditing Manager
NAIPTA
3773 N Kaspar Dr
Flagstaff, AZ 86004

INTERGOVERNMENTAL AGREEMENT BETWEEN NORTHERN ARIZONA UNIVERSITY, THE CITY OF FLAGSTAFF AND NAIPTA

This Intergovernmental Agreement (this "IGA") is entered into effective **July 2, 2014** by and between the Arizona Board of Regents acting on behalf of Northern Arizona University ("Northern Arizona University"), the City of Flagstaff, an Arizona municipal corporation ("Flagstaff"), and Northern Arizona Intergovernmental Public Transportation Authority, a corporate body and political subdivision of the State of Arizona ("NAIPTA"). Northern Arizona University, Flagstaff and NAIPTA are collectively referred to in this IGA as the Parties and each individually as a Party.

PURPOSE

The Purpose of this IGA is to set out the responsibilities of the Parties for the operation of a bus route connecting the greater downtown area of Flagstaff with Woodlands Village through the Northern Arizona University campus, as further described in this IGA.

RECITALS

A. NAIPTA is an intergovernmental public transportation authority created pursuant to state law and the Master IGA dated March 14, 2006 (the "Master IGA") as amended and restated effective July 1, 2013 (the "Restated Master IGA"). The Master IGA and the Restated Master IGA are referred to collectively herein as the Amended Master IGA. Flagstaff and Northern Arizona University are members of NAIPTA. Pursuant to the terms of state law and the Amended Master IGA, NAIPTA is charged with planning and operating a public transportation system in the area that incorporates Flagstaff and the Northern Arizona University campus;

B. The parties are authorized to enter into this IGA by the provisions of Arizona Revised Statutes Title 2, Chapter 26, the Master IGA, and by A.R.S. § 11-951 et seq.;

C. On or about October 15, 2007, NAIPTA and Northern Arizona University entered into an IGA (the "2007 NAU IGA"), pursuant to which NAIPTA agreed to perform certain grant administration, planning, and administration services related to the Mountain Campus Transit System;

D. On or about September 7, 2006, NAIPTA and Flagstaff entered into an IGA (the "2006 City IGA") for the purpose of providing fixed route transit service and para-transit service in a manner that conforms to Flagstaff's 5 year transit plan and all local, state and federal laws and regulations.

E. On or about December 15, 2010, the Parties entered into an agreement for the planning, design, development, construction and operation of a bus route ("Route 10") connecting the downtown area of Flagstaff with Woodlands Village, through the Northern Arizona University Campus (the "2010 IGA"). The 2010 IGA superseded the 2007 NAU IGA and amended and supplemented the 2006 City IGA.

F. The Parties now wish to enter into an agreement to provide for the ongoing operation of Route 10. It is the intention of the Parties that this IGA supersedes and replaces those portions of the 2010 IGA that relate to the construction and operation of Route 10 only. It is further the intention of the Parties that the 2006 City IGA, as supplemented by the 2010 IGA, remains in full force and effect.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the Parties contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

a. "Bus Only Transitway" means a bus, pedestrian, and bike corridor and includes the portion of the Campus Transitway depicted by slashed lines on Exhibit "A".

b. "Bus Stops" means a designated area for passengers to wait for the bus.

c. "Bus Shelters" means any placed shelter, bench, lighting, trash can, bike rack, or other passenger amenities placed at a Bus Stop.

d. "Campus Property" means the property adjacent to Route 10 that is owned and controlled by the Northern Arizona University.

e. "Campus Transitway" means that portion of Route 10 located on the Northern Arizona University Campus, and depicted on Exhibit "A."

f. "City Transitway" means that portion of Route 10 located on property owned or controlled by Flagstaff and depicted on Exhibit "A."

g. "Designated Transit Tax Revenues" means the tax revenues collected by the City of Flagstaff that are restricted to use for operation cost of and capital cost associated with the public transit system as approved by the voters.

h. "Mountain Link" means the bus service operated by NAIPTA on Route 10, pursuant to the terms of this IGA.

i. "Route 10" means the bus route to be operated by NAIPTA on the Campus and City Transitways as shown on Exhibit "A", pursuant to the terms of this IGA.

2 OPERATIONS

2.1 Operating Costs.

2.1.1 Northern Arizona University and Flagstaff will each pay NAIPTA a share of the annual costs for operation of Route 10, pursuant to the terms of this IGA. A budget for operating Route 10 will be developed annually by NAIPTA (the "Route 10 Costs") and will be paid as follows:

2.1.1.1 Flagstaff: Flagstaff will pay not less than 50% of the Route 10 Costs, from a combination of Designated Transit Tax revenues, farebox revenues, and Section 5307 Transit Formula Award funds (the "Designated Revenues"). In no event will City of Flagstaff financial resources other than the Designated Revenues be used to defray the Route 10 Costs, except by separate agreement.

2.1.1.2 Northern Arizona University: Northern Arizona University will pay the lesser of \$490,321 or fifty percent (50%) of the Route 10 Costs in FY2015.

Payments shall be made to NAIPTA in equal installments no less frequently than quarterly, on or before the 15th day of each quarter (or month), commencing July 15, 2014.

In regard to its financing obligations for the operation of the Project, Flagstaff is acting only in its capacity as administrator of Designated Transit Tax revenues.

2.1.2 Budget Review and Approval. The Route 10 Costs will be adjusted annually to reflect changes in actual costs, but each annual change will not exceed the percentage of change reflected in the United States Department of Labor Consumer Price Index for all Urban Consumers. Annual changes in the Route 10 Costs will be included in the annual budget of each of the Parties. NAIPTA will submit to Flagstaff and Northern Arizona University for their review and approval, no later than February 1st of each year commencing February 1, 2015, a one-year line-item budget for Route 10 Costs, for the fiscal year commencing on July 1 of such year, and each year thereafter for the Term of this IGA.

2.2 Interest. NAIPTA may deposit funds received from Flagstaff and Northern Arizona University in interest-bearing accounts, provided that all interest must be used to defray the Route 10 Costs in the succeeding year.

2.3 End of Year Funds. Pursuant to Section 3.5 of the Amended Master IGA, end of year funds will be rolled over into the next year's budget and will be applied to the next year's Route 10 Costs.

2.4 Fund Balance. Flagstaff and Northern Arizona University will each maintain a fund balance with NAIPTA as required by Section 10.2.1 of the Amended Master IGA.

2.5 Maintenance and Repair.

2.5.1 Northern Arizona University will be responsible for the maintenance and repair of the Bus Stops and Bus Shelters located on Campus Property. Maintenance includes trash removal, snow removal, graffiti removal, glass cleaning, maintenance of streets, access to bus shelters and other routine maintenance. Northern Arizona University cannot guarantee complete snow removal in front of bus shelters.

2.5.2 Flagstaff will be responsible for maintenance of Flagstaff streets, and for clearing snow from Flagstaff streets, but will not be responsible for snow removal or clearing snow at Bus Shelters.

2.5.3 NAIPTA will be responsible for repair and maintenance of Bus Stops and Bus Shelters located on property owned or controlled by Flagstaff. Maintenance includes trash removal, snow removal, graffiti removal, glass cleaning and other routine maintenance.

2.6 Operation of Mountain Links.

2.6.1 NAIPTA will operate Route 10 between 6:00 am and 10:00 pm, Monday thru Friday while school is in session during Spring and Fall Semesters, with no less than 15 minute frequency.

2.6.2 NAIPTA will operate Route 10 between 7:00 am and 8:00 pm, on all days school is not in session and on Saturdays, Sundays, and Holidays, with no less than 30 minute frequency.

2.6.3 NAIPTA will not operate service on Route 10 on Christmas Day, Thanksgiving Day, and days when emergency weather closures are declared on the rest of the Mountain Line system.

2.6.4 NAIPTA will operate Route 10 on the route depicted on Exhibit A.

2.6.5 NAIPTA, in consultation with Northern Arizona University, will provide marketing services as reasonably necessary to promote the use of the transit services to be provided pursuant to this IGA.

2.6.6 The Parties understand and agree that Northern Arizona University will continue to operate its own bus system on the Campus Transitway.

2.6.7 The Parties understand and agree that Northern Arizona University will, subject to the terms of this IGA, control the right of access to and use of the Campus Transitway. Northern Arizona University specifically has the right to access the Bus Only Transitway periodically to provide routine food service, refuse collection and for other purposes appropriate to a public institution of higher education. Such access will be operated in a manner that does not unreasonably interrupt Route 10 regular service.

2.6.8 Northern Arizona University understands and agrees that it is desirable and necessary for Flagstaff to operate emergency vehicles on and over the Campus Transitway, and hereby agrees to permit Flagstaff on the Campus for purposes consistent with the terms of this IGA, and to provide any additional documents necessary to implement the rights granted to Flagstaff pursuant to this Section 2.6.4.

2.6.9 The Parties understand and agree that Northern Arizona University students will be granted fare-free access to Route 10 along its entire route.

2.6.10 The Parties understand and agree that NAIPTA may provide additional bus service or routes to the benefit of the Northern Arizona University campus, provided that such additional service or routes may not be fare free, but shall not increase Northern Arizona University's financial obligations under this IGA.

3 TERM AND TERMINATION

3.1 Term. This IGA is for an Initial Term of ten (10) years (the "Initial Term"), and may be renewed for up to two (2) successive five (5) years terms (each a "Renewal Term"), subject to the provisions of this IGA.

3.2 Notice of Renewal. This IGA shall be automatically renewed at the end of the Initial Term or the end of a Renewal Term, unless one Party provides to the other Parties written notice of the notifying Party's intent not to renew at least one (1) year prior to the end of the Term or Renewal Term.

3.3 Termination. If, at any time, any Party to this IGA wishes to terminate this IGA, that Party shall give written notice as provided herein of its intent to terminate at least one (1) year prior to the date of termination.

4 GENERAL TERMS

4.1 Insurance.

4.1.1 NAIPTA's Insurance. NAIPTA shall maintain insurance as required by the 16.1 of the Amended Master IGA, as well as any other insurance required by law, including but not limited to Workers Compensation insurance. In addition, NAIPTA shall cause contractors, design professionals, subcontractors or any other third party collectively "Third Parties" to provide adequate insurance based on scope of work for construction services, design services and any other services performed under a contract resulting from this IGA, naming Northern Arizona University and Flagstaff as additional insureds. NAIPTA shall further cause Third Parties to indemnify and hold the State of Arizona, Northern Arizona University, Flagstaff and their officers, employees or agents harmless from and against any and all claims, actions, liabilities, damages, losses, or expenses caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Third Parties, their owners, officers, directors, agents, employees or subcontractors for performance under a contract resulting from this IGA.

4.1.2 Northern Arizona University's Insurance. Northern Arizona University shall maintain adequate insurance (which may include self-insurance) to cover any liability arising from the acts or omissions of its employees or agents arising out of the performance of this IGA. Northern Arizona University shall not be responsible for maintaining insurance to cover liability arising from the acts or omissions of employees or agents of NAIPTA. NAIPTA's insurance shall be primary insurance with respect to Northern Arizona University. Any insurance or self-insurance maintained by Northern Arizona University shall be in excess to the coverage provided by NAIPTA and shall not contribute to it.

4.2 Mutual Indemnifications. Each Party to this IGA (as "Indemnitor") agrees to defend, indemnify and hold harmless the other Parties, and such Party's officers, officials, employees, agents, and directors (collectively, "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and costs of defense and appellate appeal) ("Claims"), which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.

4.3 Records and Audit Rights. Each Party's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the other Parties to substantiate charges and claims related to this IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of the other Parties, to adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Representatives of each Party shall be afforded access, at reasonable times and places, to all of the other Party's records and personnel, pursuant to the provisions of this Section, throughout the term of this IGA

(including Renewal Terms), and for a period of five (5) years after last or final payment.

4.4 Amendments. Any amendment, modification or variation from the terms of this IGA shall be in writing and signed by all Parties hereto.

4.5 Assignment. This IGA may not be assigned except with the prior written approval of all the Parties, which approval may be withheld for any reason.

4.6 Governing Law. This IGA shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this IGA shall be proper in the Superior Court of Coconino County, Arizona and all Parties consent to the sole jurisdiction of, and venue in, such court for such purposes.

4.7 Notices. All notices or demands required to be given pursuant to the terms of this IGA shall be given to the other Party in writing, delivered by hand or registered or certified mail, at the address designated by the Parties in writing. Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. In order to facilitate communication, each Party shall provide the other Parties with e-mail addresses for the primary contacts in relation to this IGA.

4.8 Incorporation of Recitals and Exhibits. The Recitals, Exhibits and Appendices attached hereto are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

4.9 Compliance with Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other Parties that the warranting Party and its subconsultants, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subconsultants is a material breach of this IGA subject to penalties up to and including termination of this IGA or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Parties or any subconsultant who works on this IGA to ensure compliance with this warranty.

A Party may conduct random verification of the employment records of the other Parties, and any of its subconsultants to ensure compliance with this warranty.

A Party will not consider the other Parties or any of their subconsultants in material breach of the foregoing warranty if the other Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USC § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Article must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this IGA or any subcontract. As used in this Section 4.9 "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.10 Cancellation for Conflict of Interest. Pursuant to the provisions of A.R.S. §38-511, a Party may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Party is, at any time while the contract or any extension thereof is in effect, an employee of any other Party to the contract in any capacity or a consultant to any other Party to the contract with respect to the subject matter of the contract.

4.11 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 arbitration, to the extent required by state law, litigation or some other dispute resolution procedure. Mediation will be conducted as set forth in Section 14 of the Amended Master IGA.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this IGA.

**ARIZONA BOARD OF REGENTS
ACTING ON BEHALF OF NORTHERN ARIZONA UNIVERSITY**

By: _____
Its: _____
Date: _____

APPROVAL OF NORTHERN ARIZONA UNIVERSITY GENERAL COUNSEL

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between Northern Arizona University, Flagstaff and NAIPTA, and declare the IGA to be in proper form and within the powers and authority granted to NAU under the laws of the State of Arizona.

Northern Arizona University General Counsel

IN WITNESS WHEREOF, the Parties hereto have executed this IGA.

**CITY OF FLAGSTAFF
AN ARIZONA MUNICIPAL CORPORATION**

By: _____
Its: _____
Date: _____

APPROVAL OF FLAGSTAFF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between NAU, Flagstaff and NAIPTA, and declare the IGA to be in proper form and within the powers and authority granted to Flagstaff under the laws of the State of Arizona.

Flagstaff City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this IGA.

**NORTHERN ARIZONA INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY**

By: _____

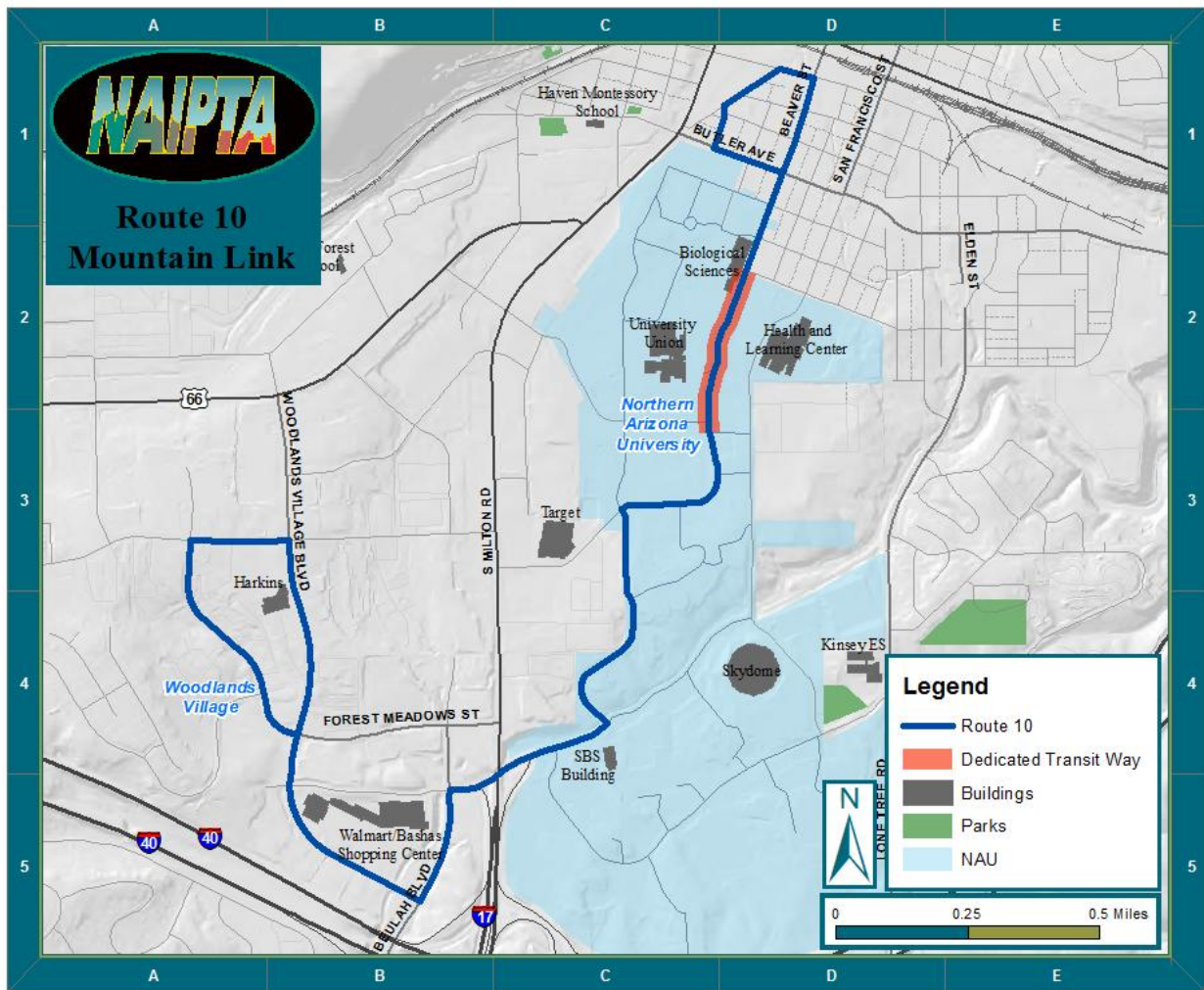
Its: _____

Date: _____

APPROVAL OF NAIPTA GENERAL COUNSEL

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between NAU, Flagstaff and NAIPTA, and declare the IGA to be in proper form and within the powers and authority granted to NAIPTA under the laws of the State of Arizona.

NAIPTA General Counsel



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updated April 5, 2014

EXHIBIT "A" TO IGA

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Karl Eberhard, Comm Design & Redevelopment Mgr
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Possible Adoption of Resolution No. 2014-16: A Resolution of the City Council of the City of Flagstaff, Arizona, Repealing Resolution No. 2014-07 and Approving an Intergovernmental Agreement for Services with the "Flagstaff Downtown Business Improvement and Revitalization District" to accommodate more flexibility in the development of this first-of-its-kind District.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-16 by title only
- 2) The City Clerk reads Resolution No. 2014-16 by title only (if approved above)
- 3) Adopt Resolution No. 2014-16

Policy Decision or Reason for Action:

This action is proposed by the Flagstaff Downtown Business Improvement and Revitalization District (the District) and the City of Flagstaff (the City) to accommodate a more flexible schedule and to clarify certain provisions of the IGA.

Financial Impact:

As with the IGA approved February 4, 2014 (Resolution 2014-07), the revised IGA, if approved, would have the following financial Impacts:

1. FY14 (Current FY): \$127,000 from the Redevelopment Fund
2. In future years: An amount equal to the District levied Ad Valorem Taxes that would be due if the City owned properties were privately held (\$11,800 in FY15).

Connection to Council Goal:

Effective Governance

Has There Been Previous Council Decision on This:

Resolution 2014-07: A Resolution of the City Council of the City of Flagstaff, Arizona, Approving an Intergovernmental Agreement for Services with the Flagstaff Downtown Business Improvement and Revitalization District (adopted February 4, 2104).

Options and Alternatives:

- 1) Adopt Resolution No. 2014-16.
- 2) Modify the IGA and adopt Resolution.
- 3) Do not adopt Resolution.

Background/History:

For overall background information, please see the Staff Summary Report for the January 7, 2014 City Council Meeting (Attached) and Staff Summary Report for the February 4, 2014 City Council meeting (Attached).

Since the original IGA was approved on February 4, 2014 (Resolution 2014-07), the District has retained Counsel and begun the Ad Valorem Tax election process. The schedule for the provision of services in the IGA was based on the District conducting an election immediately following the formation of the district. Based on advice from their attorney, the District has developed a different schedule for holding the election. While targeting a June 2014 election, due to statutory and logistical requirements, it is possible that it could be delayed to later in the year. The need to accommodate a more flexible schedule was the impetus for revising the IGA.

As such a district has not yet been created in Arizona, the District and the City have been moving forward in partnership working out certain post-formation details. While the election schedule is the main consideration, and on that basis having decided that bringing a revised IGA proposal before the City Council was warranted, the District and the City seek to memorialize some of the other clarifications that have been discussed. These additional changes include a provision conditioning the IGA approval on the successful Ad Valorem Tax election; a clarification on assessment of right-of-ways; a clarification of the required insurance; and deleting the indemnification clause.

Key Considerations:

1. The primary changes relate to the "due dates" within the Scope of Work (Exhibit 1) as follows:
 - a. Many dates have been changed from fixed dates to a specified amount of time after a successful election. This allows the District more flexibility and has no negative or financial impacts on the City.
 - b. Some of the work should not be delayed or tied to a successful election - notably the services of the City's Treasurer and Clerk as Treasurer and Clerk of the District. Therefore, for those items, the dates have remained fixed dates. As a result of this change, the contents of the Scope of Work were reorganized, moving certain items to a new section titled "The following tasks shall be performed per the fixed completion dates shown".
 - c. Please note that some small time extensions have been built into some of the new due dates to account for the lack of "immediateness" in conducting the election. Notably the services of the City's Treasurer and Clerk were extended three months.
2. A provision has been added to the adopting resolution that conditions the City Council approval upon the District conducting an election and being successful in instituting an Ad Valorem Tax. The resolution that the District intends to adopt for their approval of the IGA will have an identical provision. Essentially, the Board of Directors of the District is not interested in accepting funds and providing services unless their membership approves an ongoing funding source.
3. While the payment of an "assessment" by the City is voluntary and subject to annual budget appropriations, language has been added clarifying that there will be no assessment sought or paid for property that is actually a right-of-way. Only parcels would be subject to the voluntary assessment. However, the use of the word "property" in applicable laws could be interpreted differently and thus this clarification memorializes the intent of the District and the City in forming this agreement.
4. The section requiring the District to provide insurance has been changed such that the provision of insurance is at the discretion of the City instead of mandatory. The insurance provision requirement has also been expanded to include types, amounts, and other particulars related to the provision of

insurance. As a result of this change, an entirely new exhibit (Exhibit 2) has been added to the IGA.

5. The original blanket indemnification clause has been deleted, as this requirement was felt by the District to be one sided. There is still a provision in the scope of services contemplating that the City Clerk and City Treasurer will be indemnified for their work on behalf of the District until they are replaced.

Expanded Financial Considerations:

As with the IGA approved February 4, 2014 (Resolution 2014-07), the revised IGA, if approved, would have the following financial Impacts:

The proposed funding in future years, as the IGA is written, would be subject to annual budget appropriations by the City Council so as not to obligate future City Councils. Like any other landlord, the City may pass along the added costs to its tenants. The amount of the annual funding would change as the District changes the Ad Valorem taxes being levied. Such a change requires an election indicating support of the District members and the City properties are voting members of the District. The amount would also change as the City acquires, modifies, or disposes of property.

Future funding sources need to be included in budget discussions. Each of the City's properties have different uses and users. For those that are rented, increasing the rents to account for the added costs, or absorbing the added costs, would emulate private ownership. For those occupied by City functions, the Municipal Courts and the Train Station, funding from the budgets of the facilities may be appropriate. Note that the Redevelopment Fund will be exhausted after funding the construction of the Municipal Courts and the first year District funding proposed in the IGA.

Community Benefits and Considerations:

Please see the Staff Summary Report for the January 7, 2014 City Council meeting (attached) .

Community Involvement:

Consult

Please see the Staff Summary Report for the February 4, 2014 City Council meeting (Attached).

Since the formation of the District, no informal or formal objections have come forth to the City or the District. The District Board of Directors has been conducting monthly meetings that are open to the public. Some members of the public have attended - both district members and downtown tenants.

Expanded Options and Alternatives:

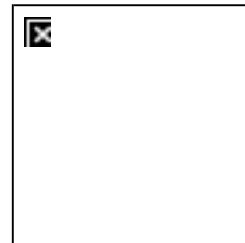
- 1) Adopt Resolution No. 2014-16, repealing the old IGA and approving the revised IGA as written, or
- 2) Modify the revised IGA and then adopt a resolution repealing the old IGA and approving the IGA as modified, or
- 3) Do not adopt the resolution.

Attachments: [Staff Summary - January 7, 2014](#)
 [Staff Summary - February 4, 2014](#)
 [Resolution 2014 07 - Original IGA](#)
 [Resolution 2014 16 - Revised IGA](#)

15. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Karl Eberhard, Comm Design & Redevelopment Mgr
Date: 12/20/2013
Meeting Date: 01/07/2014



TITLE:

Consideration of items related to formation of the “FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT”:

- 1) Presentation of the Certificate of Receipt of Petitions; and
- 2) Consideration and Authorization for the City Manager to execute a certain document: "*Petitions for adoption of a resolution declaring the intention to form the Flagstaff Downtown Business Improvement and Revitalization District;*" and
- 3) Consideration and Adoption of Resolution No. 2014-03: A resolution of the City Council of the City of Flagstaff, Arizona, declaring its intention to form the "*Flagstaff Downtown Business Improvement and Revitalization District,*" a Special Taxing District, and providing for a Public Hearing prior to formation of the District to consider any objections of property owners.

RECOMMENDED ACTION:

- 1) Authorize the City Manager to execute a certain document titled "*Petitions for adoption of a resolution declaring the intention to form the Flagstaff Downtown Business Improvement and Revitalization District;*" and
- 2) Read Resolution No. 2014-03 by title only; and
- 3) City Clerk reads Resolution No. 2014-03 by title only (if approved above); and
- 4) Adopt Resolution No. 2014-03.

Policy Decision or Reason for Action:

Consideration of this action has been requested by Downtown property owners on the basis that the creation of this mechanism by the City Council will empower the property owners to effectively manage the district for greater economic stability and growth.

Financial Impact:

The action currently before the City Council: Limited, however, administrative expenses related to providing a City Clerk and Treasurer for the district. And, possible future impacts.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

Resolution No. 2008-05 adopting the Downtown Flagstaff Management Plan

Options and Alternatives:

- 1) Authorize execution of the petition for formation, and adopt the resolution initiating district formation process (Recommended).
- 2) Do not authorize execution of the petition for formation, and adopt the resolution initiating district formation process.
- 3) Do not authorize execution of the petition for formation, do not adopt resolution initiating district formation process, and provide additional or alternative direction regarding district management or formation.
- 4) Do not authorize execution of the petition for formation, do not adopt resolution initiating district formation process.

Background/History:

General Background:

Like any other part of a City, downtowns need basic City services such as street maintenance, public safety, and other standard City services. However, downtowns, especially successful downtowns have more intense needs of those services and furthermore they require additional or specialized services. These needs are quite varied, ranging from frequent public trash collection to special infrastructure and maintenance to marketing and event management.

Cities and downtowns sometimes struggle with the provision of these services. On one hand, cities are obliged to provide services in an equitable manner, being fair to all taxpayers and all districts of the city. On the other hand, downtowns are often the principle draw of a city and collect a significant portion of the taxes, especially when measured on a per square foot basis. Subject to broader political underpinnings, the struggle comes from seeking the right balance between these two valid positions.

In looking at downtowns across America, and Arizona as well, the most successful are those that receive the specialized services. Successful downtowns typically have district marketing, retail promotion, special event planning, downtown advocacy, downtown landscaping and beautification, environmental management (litter, graffiti, etc.), safety and security, business attraction, retention and expansion, business assistance, project planning and facilitation, and strategic planning.

Regardless of which of these services are provided, there is one trait in common among successful downtowns: There is some form of self-governance organization that collectively manages the district and works toward the equitable provision of needed services. The forms of such organizations are as varied as the services required, ranging from advocacy groups to redevelopment authorities to special taxing districts.

The management of downtown Flagstaff has historically been on an ad hoc basis – an ongoing struggle to adjust the balance. Individual successes, and the sustainability of successes, have been dependent on the ability and willingness of stakeholders to devote time to the cause, and also dependent on the ability and willingness of the City to devote resources. Great successes such as the downtown redevelopment of 1993, in the absence of a management vision, lacked a sustainable strategy for the ongoing maintenance. While the Downtown Business Alliance has been an effective force in the ad hoc management of downtown, the membership based nature of the organization is itself unsustainable - still reliant on the ability and willingness of volunteers, each of whom has a principal business other than downtown advocacy or management. Even the short tenure of the Flagstaff Mainstreet Program was ad hoc because the funding mechanism still relied on striking a balance with other City resources. The result of this trait, ad hoc management, has been that the partnership of downtown stakeholders and the City, a partnership that should be very strong, remains

challenging for all concerned.

With a vision of a successful downtown that equitably and sustainably receives the services needed, downtown stakeholders and the City have spent the better part of the last eight years researching, debating, negotiating, documenting, and finding consensus on how this vision might be accomplished. Now before the City Council is the result of this work; a proposal to create a formal downtown district capable of meeting the needs of all of the stakeholders, including the City of Flagstaff.

Brief History

While there were efforts to develop a downtown management plan before, the current efforts began in 2008. On February 5, 2008, the City Council adopted Resolution No. 2008-05: A resolution adopting the Downtown Flagstaff Management Plan (Attached – “2008 Resolution”). The resolution directs staff on a number of matters such as forming a downtown advisory committee, conducting a parking study, seeking proposals for the rehabilitation of the Lumberyard, constructing a parking lot on Phoenix Avenue, preparing a proposal for a residential parking permit program, and engaging the County in discussions and solutions to issues affecting downtown. Council also directed that a more robust and inclusive outreach and stakeholder engagement process be employed to develop a more comprehensive downtown management plan that addressed parking, maintenance, and economic vitality issues. The actions currently before the City Council are the result of that more robust and inclusive outreach and stakeholder engagement process.

Early on in this process, it was recognized that in order to provide services above and beyond that of the rest of the City, and specialized, the solution needed to include a degree of separation between downtown and the City as a whole. Coupled with that, for equitability, the solution needed to include an ongoing funding source that was not dependent on the City – other taxpayers. To be sustainable, to have separation from the dedication of volunteers, City staff, and broad political underpinnings, self-governance was necessary. And finally, to have constancy over time, independent of the fluctuations of volunteer efforts, and to end the pattern of ad hoc management, a dedicated district manager was determined to be critical. The mechanism that is capable of providing this was determined to be some form of formal district and thus district formation was determined to be the essential need.

Since adoption of Resolution 2008-05, the development of a comprehensive plan for downtown management has had three distinct phases briefly summarized as follows:

Initially, with City staff facilitating, tens of downtown stakeholders, neighboring district representatives, as well as a number of City and County stakeholders began an in depth planning process. This effort included focus groups to tackle district formation, boundaries, management, parking, maintenance, capital improvements, marketing and events, and zoning code issues. While this was implemented exactly as directed by the City Council, this approach had three strategic flaws. For a district with no management plan at all to tackle all issues simultaneously was simply overwhelming. Second, finding consensus on so many issues at one time proved more difficult than ad hoc management. The group found that strong opinions regarding any one issue undermined, and potentially threatened, the essential need of forming a district to manage downtown. Finally, in the context of the challenging partnership between downtown and the City, right or wrong, City leadership was suspect to many stakeholders and determined to be a negative influence on the overall success.

In June 2010, the effort took a different direction to address the strategic flaws. The overall effort was reduced to the essential goal of forming a district that had the authority and capacity to address all of the issues downtown. It was consciously decided that the whole spectrum of planning and problem solving would not be addressed as a part of the initial effort. After basic formation, the district could then identify and address issues according to their own priorities and values without undue influence. To further the sense of separation from the City, using funds from multiple agencies, a dedicated

manager was hired to lead the effort. Finally, the downtown stakeholders took on the strategic planning of the process of formation. This included reducing the outreach and stakeholder engagement process to critical players. While this approach significantly boosted consensus among critical stakeholders, formation did not result with the effort still too closely tied to the City and yet at the same time still missing critical legal steps and components.

The final phase, begun in December of 2012, has been characterized by exceptional leadership by downtown stakeholders. In addition to strategic planning, they have assumed the day-to-day management and other needs of forming the district. The City engaged a truly independent district formation consultant to serve as their on-call resource. And, working in partnership with City staff, all of the legal needs have been met including the General Plan, petitions, and various other documents, steps, and procedures that are required by Arizona law.

District Boundaries:

A key component of gaining stakeholder consensus was determining the boundaries of the district. As noted, the initial effort was broad and was open to a multi-zoned district bounded by Columbus Avenue, Butler Avenue, somewhere west of City Hall and Elden Street. After considerable community discussion, and for a wide variety of reasons, the final district boundaries include the area bounded by the east/west alley between Birch and Cherry Streets to the North, Agassiz Street to the East, West Phoenix Avenue to the South, and Humphreys Street to the West (Map attached - "Map"). By stakeholder consensus, personal property and building floor levels above the second story were excluded from the district. This area includes land owned not only by private property owners, but also land owned by the City, County, and the Hopi Economic Development Corporation.

Technical Background:

Revitalization Districts:

Arizona Revised Statutes (ARS) provide for thirty-nine possible special taxing district types. In researching the appropriate district type, the consensus is that the "Revitalization District", governed by ARS §§ 48-6801 - 48-6819, is the best fit for the goals of the stakeholders, including the City of Flagstaff. In making this analysis, the process for district establishment and the authorities of the different district types had to be measured for suitability. Even so, to make this district type work for us, in 2011 the City of Flagstaff (working with Scottsdale) pursued certain legislative changes (S1203 - Importantly, what size community could use this tool; Also, miscellaneous clarifications).

Revitalization Districts are special taxing districts that have the authority to design, plan, improve, construct and maintain infrastructure improvements. The term "infrastructure" is defined by law, and includes a wide variety of improvements. The districts also have the authority to provide enhanced municipal services. The term "enhanced municipal services" is defined by law and means services that are in addition to or exceed the level of services provided outside the district. The district may engage in other activities permitted by law. If the City Council chooses to proceed, this would be the first revitalization district formed under this law.

The district will be responsible for managing its own finances. Properties within the district may be subject to the levy of taxes or assessments. A district election is required to approve ad valorem taxes, issuance of bonds, and special assessments to repay bonds. The district may adopt fees and charges. The district may receive grants and enter into various kinds of agreements. A City, County, or Tribe may financially participate in the district.

Except initially, the district will be governed by an elected board of directors and appoint its own officers (See City Role). The district will be subject to open meeting and public records laws. With all debts repaid, the district may be dissolved if it is no longer useful or if the property owners want to dissolve the district, subject to certain conditions as described in the Arizona statutes. After ten

years, if the district does not have any outstanding obligations, it must be dissolved unless the City, by resolution, extends the period by an additional ten years.

City Role:

The City Council through the resolution of 2008, and through many formal and informal updates through the years, as well as City management and staff, have been very supportive of the stakeholders efforts for form a self-governing downtown management district, as a means to an economically stronger downtown and a stronger partnership. This support has been evidenced by the continuous dedication of financial and human resources, and exceptional efforts to "get to 'yes'".

The City has a required role in that by ARS, the formation of the district, or not, is a function of the City Council. Further, in the event the district formation is challenged in a judicial action, the City may be named as a defendant.

The initial board of directors, consisting of three (3) property owners serving a one year term, will be appointed by the City Council. To accommodate the City Council choosing to proceed and the schedule necessary to initiate the special tax in 2015, the City is currently soliciting applications for Board Members and has tentatively scheduled that matter for City Council consideration on February 4, 2014. The City Clerk and City Treasurer (Management Services Director) will serve as the District Clerk and District Treasurer, respectively, until replacements are appointed by the District Board.

After formation, the roles and responsibilities of the City with regard to the provision of basic City services is unchanged. The City is still expected to maintain the streets, remove snow, pick up the trash, maintain landscaping, and so forth. At some point, the district may request and negotiate to assume these functions on a fee-for-service basis, but that is a future discussion (if at all). As well, the roles and responsibilities of the City with regard to right-of-ways are unchanged.

In addition to our general interest in the economic well-being of downtown, and in addition to public right-of-ways, the City owns individual parcels of land within the district (currently eleven parcels) and will thus continue to have a vital interest in district activities. Finally, ARS provides that cities may elect to participate financially in Revitalization Districts.

General Plan:

A General Plan (Attached – "General Plan") was filed with the City Clerk's Office on November 18, 2013. In keeping with the current formation strategy (keep it simple), the General Plan includes exactly what is required by ARS (and no more), and calls for the district to exercise all powers permitted by law.

Petitions:

Depending on perspective, and it's only a matter of semantics, the stakeholders have either been circulating two petitions with two parts, or they have been circulating four petitions.

The first two parts (or petitions), titled "*Petitions for Adoption of a Resolution Declaring the Intention to Form the Flagstaff Downtown Business Improvement and Revitalization District*" seek the support of property owners for district formation in two ways. The first (part) is a simple count of property owners and the second (part) seeks support based on net assessed value. To be considered by the City Council, it was necessary for 51% of the owners, by both count and net assessed value, to affirmatively sign these petitions.

In December 2013, the City Clerk's office received petitions requesting formation of a district. In order to determine sufficiency, the City Clerk compared the petitions to the most recent assessment

roll provided by the Coconino County Assessor's Office. The City also reviewed other documents to confirm that the persons signing petitions have authority to do so. The City Clerk has reviewed the petitions submitted, and certified that the petitions are sufficient (Attached – "Certificate"). A tally is attached and reflects that without the City executing the petitions, the petitions received representing 57% of the property owners and 67% of the net assessed value. If the City executes the petitions, 65% of property owners will have signed the petitions. Note that the City "net assessed value" is not considered because the City does not pay property taxes, so the tally remains at 67%.

The second two parts (or petitions) that the stakeholders have been circulating are not a part of any current and future City actions. (Per the requirements of ARS, these petitions seek authorization to hold an election (upon district formation) to authorize a special tax assessment that exceeds a certain amount specified in ARS).

Next Steps Required for Formation:

If the City Council adopts the current resolution, from the County Tax Assessors Roll, the City Clerk will provide mailed notices to all of the property owners in the proposed district. These notices will advise property owners of the adoption of Resolution No. 2014-03, procedures for filing written objections, and of the pending Public Hearing. To accommodate the City Council choosing to proceed and the schedule necessary to initiate the special tax in 2015, the following (abbreviated) schedule is anticipated:

January 7, 2014:	Council considers resolution of intent to form (Resolution 2014-03).
January 15, 2014:	Mailed and advertised Notice to Property Owners.
January 21, 2014:	City Council interviews board of directors applicants.
February 3, 2014:	5:00 p.m. deadline for filing written objections.
February 4, 2014:	Public hearing on written objections; and
	Council considers resolution forming the district and appointing the initial board of directors; and
	Council considers Memorandum of Understanding.
February 14, 2014:	Resolution forming district is recorded.
	EXCEPT AS NOTED, CITY ROLE IS COMPLETED
February 15, 2014:	Notify Arizona Department of Revenue and County regarding boundaries of new special taxing district.
On or about March 5, 2014:	Last day to file judicial appeal.

Key Considerations:

The process of developing this proposal over the last eight years has already improved the partnership between the City and downtown. While there have been some difficult conversations, through a common vision and thoughtfulness, now before the City Council is a proposal that is mutually proposed and mutually beneficial. Staff believes that forming this district introduces equity to the partnership by defining roles, responsibilities, and expectations and sets the stage for a stronger partnership from here forward. How better to effectively govern than to collaboratively vision and develop solutions, and to partner with stakeholders?

At this time the stakeholders propose solely to form the district. Next, they will complete various tasks

associated with forming the district. These include holding a district election to authorize and then initiating the special tax assessment through coordination with the County Tax Assessor. The district will also need to prepare by-laws and other operational documents such as procedures for meetings and actions, accounting and so forth. They intend to engage a district manager who may assist with the formation tasks and who will provide day-to-day district management and initiate a planning process for the downtown issues that were not addressed during this formation period.

Planning for enhanced municipal services would be at the pleasure of the district board in terms of what gets planned, the priority, process, solutions, and so forth. It is believed that the City as a district property owner, as a partner, and as the current purveyor of services, would have a key role in this process. The City should also expect that solutions to complex issues such as parking or event management require City involvement. This suggests that as these items are addressed, future negotiations and agreements with the district should be anticipated.

Per ARS, a required component of a Revitalization District is a capital improvement project. Such a project must be a high priority in order to maintain the integrity of the district formation. The stakeholders have a variety of identified needs such as repairing the pavers, repairing the tree rings, repainting the street poles, new benches, and others.

These materials are intended to give the City Council necessary background and general information for decision making relative to the whole endeavor. However, the current action, consideration of Resolution No. 2014-03: A resolution of the City Council of the City of Flagstaff, Arizona, declaring its intention to form the *"Flagstaff Downtown Business Improvement and Revitalization District," a Special Taxing District, and providing for a Public Hearing prior to formation of the District to consider any objections of property owners.* (Attached – "2014 Resolution") only starts the process outlined above under "Next Steps Required for Formation". The current action does NOT form the district.

Finally, regarding the *"Petitions for Adoption of a Resolution Declaring the Intention to Form the Flagstaff Downtown Business Improvement and Revitalization"*:

The City of Flagstaff is currently the property owner of eleven properties within the boundaries of the proposed district. If the City Council desires, like other property owners, the City of Flagstaff is entitled to execute (sign) the petition that initiates the formal district formation process (Attached – "Petition"). Note that signing the petition does NOT form the district. Signing the petition only signifies that in the role of property owner, the City Council requests that the formation process be initiated.

Coconino County is very much in the same position as the City in this matter. While they are counted as a "no" vote in the petitions (petition not executed), on December 12, 2014, Matt Ryan, Chair of the Board of Supervisors, provided a letter (Attached – "County Letter") indicating the County's intent to participate in the District and to provide financial support as if they were subject to assessment (subject to certain legal limitations).

Expanded Financial Considerations:

A substantial amount of staff time and some funding has been expended over the last eight years to get to this point. These expenses have been drawn against the BBB - Economic Development and BBB - Beautification funds.

The actions currently before the City Council have limited direct cost implications for the City. The City will incur administrative expenses related to providing a City Clerk and Treasurer for the district until replacements are approved by the governing board of the district.

However, staff anticipates that should the City Council choose to proceed with the district formation,

there will be a request from the downtown property owners for initial funding and ongoing funding for the district. Staff will provide more information and recommendations for funding, probably in the form of a Memorandum of Understanding to be considered on February 4, 2014.

Community Benefits and Considerations:

In itself, downtown is a significant component of the City's sales tax (7.5%), BBB Tax (15%), and property tax revenues. The total assessed value of downtown is approximately \$54 million, slightly less than all of Flagstaff's principle tax payers *combined*. Flagstaff's principal tax payers include APS, W L Gore, Fidelity National Title Insurance, Qwest, Nestle-Purina, the Flagstaff Mall, Walgreens, Consolidated Investments, Hopi Tribe Economic Development Corp., and SACO Management.

But the economic impact of downtown is far greater than the taxes generated within the district itself. Downtown is the most-visited attraction in the City, visited by more than 70% of our four million visitors. These visitors visit other attractions, stay in hotels, eat in restaurants, and shop in other areas of the City as well, leveraging the impact of downtown on Flagstaff's economy.

The general economic vitality and the visitor experience of the district is not well served by ad hoc downtown management. Further, as the district develops and develops strategic and long range plans, they will address other issues (such as maintenance) that are direct contributors to the economic well being of the district. Thus while forming a district is a mechanism to improve the economic vitality of the district, it also benefits the entire City.

Community Involvement:

Collaborate

As noted, during the first phase of the current effort, stakeholder, community, and partner outreach was extensive. The geographic outreach was from Columbus Avenue to Butler Avenue and from somewhere west of City Hall to Elden Street. The working groups included nearly seventy people and public meetings were noticed by mail to nearly 3,300 property owners. This outreach generally framed the district boundaries and the goals to be achieved.

Having identified the general district boundaries and the included stakeholders, community involvement shifted to working with the stakeholders on a more one-on-one basis. This outreach solidified that the plan should be simple and that district formation was the essential goal. On the basis of the proposed simple plan, much of the outreach to adjoining districts was no longer warranted.

The last phase has been focused on wrapping up the effort, documenting the proposal, and seeking commitment from property owners. Community outreach included the property owners – fifty-four individuals and companies and two government agencies.

In addition to informal updates from stakeholders and management, staff has periodically made in-progress presentations at City Council work sessions and provided memo (CCR) updates from time to time.

Expanded Options and Alternatives:

1. Authorize execution of the petition for formation, and adopt the resolution initiating district formation process (Recommended).
2. Do not authorize execution of the petition for formation, and adopt the resolution initiating district formation process.

3. Do not authorize execution of the petition for formation, do not adopt resolution initiating district formation process, and provide additional or alternative direction regarding district management or formation.

The stakeholders and staff acknowledge that while their actions since have been per the City Council direction provided in Resolution No. 2008-05: A resolution adopting the Downtown Flagstaff Management Plan, the outcome is different than expected. The process did not yield a comprehensive downtown management plan that addressed certain issues. The stakeholders and staff believe that the process was more important than the outcome and that the proposal will yield the desired outcome, albeit by a different path. That being said, if a comprehensive downtown management plan is desired before or in association with a solution such as forming a downtown management district, the City Council should direct staff and the stakeholders accordingly.

Similarly, if the City Council finds the current proposal lacking in some aspect, the City Council should direct staff and the stakeholders accordingly.

4. Do not authorize execution of the petition for formation, do not adopt resolution initiating district formation process.

Attachments: [2008 Resolution](#)
 [Map](#)
 [General Plan](#)
 [Certificate](#)
 [2014 Resolution](#)
 [Petitions](#)
 [County Letter](#)
 [Foundational reading](#)

Form Review

Inbox	Reviewed By	Date
Legal Assistant	Vicki Baker	01/02/2014 09:07 AM
Senior Assistant City Attorney AW	Anja Wendel	01/02/2014 10:25 AM
Economic Vitality Director	Stacey Button	01/02/2014 01:20 PM
DCM - Jerene Watson	Elizabeth A. Burke	01/02/2014 05:07 PM
DCM - Josh Copley	Josh Copley	01/03/2014 10:13 AM
Legal Assistant	Vicki Baker	01/02/2014 09:07 AM
Senior Assistant City Attorney AW	Anja Wendel	01/02/2014 10:25 AM
Economic Vitality Director	Stacey Button	01/02/2014 01:20 PM
DCM - Josh Copley	Josh Copley	01/03/2014 10:13 AM
Form Started By: Karl Eberhard		Started On: 12/20/2013 09:09 AM
Final Approval Date: 01/03/2014		

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Karl Eberhard, Comm Design & Redevelopment Mgr

Date: 01/21/2014

Meeting Date: 02/04/2014



TITLE:

Consideration of items related to formation of the "FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT":

1. **Conduct a Public Hearing** and hear testimony and evidence presented in support of, or in opposition to, the formation of the "Flagstaff Downtown Business Improvement and Revitalization District", including the areas to be included and/or the General Plan for the district; and
2. **Consideration and Possible Adoption of Resolution No. 2014-06:** *A Resolution of the City Council of the City of Flagstaff, Arizona, Forming the "Flagstaff Downtown Business Improvement And Revitalization District", a Special Taxing District; and appointing the initial Board of Directors ; and*
3. **Consideration and Possible Adoption of Resolution No. 2014-07:** *A Resolution of the City Council of the City of Flagstaff, Arizona, Approving an Intergovernmental Agreement for Services with the Flagstaff Downtown Business Improvement and Revitalization District.*

RECOMMENDED ACTION:

1. Conduct the Public Hearing; and
 - 2a. Read Resolution No. 2014-06 by title only; and
 - 2b. The City Clerk reads Resolution No. 2014-06 by title only (if approved above); and
 - 2c. Adopt Resolution No. 2014-06; and
 - 3a. Read Resolution No. 2014-07 by title only; and
 - 3b. The City Clerk reads Resolution No. 2014-07 by title only (if approved above); and
 - 3c. Adopt Resolution No. 2014-07.

Policy Decision or Reason for Action:

Consideration of this action has been requested by Downtown property owners on the basis that the creation of this mechanism by the City Council will empower the property owners to effectively manage the district for greater economic stability and growth.

Financial Impact:

If the district is formed: Limited, however, administrative expenses related to the City Clerk and Treasurer serving as the District Clerk and Treasurer.

If the Intergovernmental Agreement for Services is approved:

1. FY14 (Current FY): \$127,000 from the Redevelopment Fund
2. In future years: An amount equal to the District levied Ad Valorem Taxes that would be due if the City owned properties were privately held (Expected to be \$11,800 per year but authorized up to \$15,800 per

year). Funding options vary.

Connection to Council Goal:

Effective governance

Has There Been Previous Council Decision on This:

1. Resolution No. 2008-05: A Resolution Adopting the Downtown Flagstaff Management Plan.
2. Resolution No. 2014-03: A Resolution of the City Council of the City of Flagstaff, Arizona, Declaring its Intention to Form the "Flagstaff Downtown Business Improvement and Revitalization District", a Special Taxing District; and Providing for a Public Hearing Prior to Formation of the District to Consider any Objections of Property Owners (Attached).
3. On January 7, 2014, the City Council authorized the City Manager to execute the petition(s) on behalf of City-owned properties seeking to initiate the District formation process.

Options and Alternatives:

Following the Public Hearing, with regard to the resolution:

1. Adopt the Resolution No. 2014-06 forming the District as written, or
2. Modify the District's General Plan or delete any property determined not to be benefited by the District and then adopt the modified resolution forming the District, or
3. Do not adopt a resolution forming the District and provide additional or alternative direction regarding district management.

Following adoption of a resolution forming the District, with regard to the Intergovernmental Agreement for Services:

1. Adopt the Resolution No. 2014-07 approving the Intergovernmental Agreement for Services as written, or
2. Modify the Intergovernmental Agreement for Services and then adopt the modified resolution approving the Intergovernmental Agreement for Services, or
3. Do not adopt a resolution approving the Intergovernmental Agreement for Services.

Background/History:

Please see the Staff Summary Report prepared for the January 7, 2014 City Council Meeting regarding district formation (Attached) .

Intergovernmental Agreement of Services (IGA) (Attached):

The first component of the IGA establishes a contract with the District to develop and implement the organizational needs of the District, to provide ongoing day-to-day district management, and to provide and implement comprehensive long range planning for the District. If these services are not contracted out, the City would need to continue to provide the services, the accomplishment of these tasks would need to wait until District funding is available (2015), or further reliance on volunteer efforts would be required. The second component of the IGA recognizes the value added to the City's real estate holdings by district management and indicates that the City intends to pay an amount equal to the District levied Ad Valorem Taxes as if our properties were privately owned (the same commitment that Coconino County has made). Finally, the IGA establishes (or defines) some basic relationships between the City and the District. This arrangement is very much the same as the founding and ongoing operations of the Mill Avenue District in Tempe and similar to most other downtown district formations.

Key Considerations:

Please see the Staff Summary Report prepared for the January 7, 2014 City Council Meeting regarding district formation (attached).

Public Hearing:

This Staff Summary Report, the recommendations herein, are based on the known support of Downtown property owners for the formation of a district. The Public Hearing portion of the formation process is designed to allow the City Council to hear and consider other points of view. As a result, it may be appropriate to exclude properties, modify the General Plan.

Board of Directors:

Please note that the resolution forming the District also appoints the initial members of the Board of Directors for the District. The term of service is one year, at which time District elected Directors will serve. There is a maximum of three board members and all property owners in the district are qualified to serve.

While the City Council may appoint any property owner from the District, the City has received applications from John VanLandingham, Dave Stilley, and Antoinette Beiser - property owners who wish to serve on the initial Board of Directors.

Clerk and Treasurer:

Please note that the City Clerk and Treasurer (Finance Manager) serve as the Clerk and Treasurer for the District until replacements are appointed. The IGA imposes financial penalties if the District does not appoint a new Clerk and a new Treasurer within one year.

Funding:

The stakeholders believe, and staff concurs, that both the initial funding and the ongoing funding proposed in the IGA are necessary to afford a seamless continuation of the formation process, to allow District operations to start immediately, and to assure success of this stakeholder driven effort.

Important Dates and Actions:

Following adoption of a resolution forming the district (Resolution No. 2014-06), there is a 30-day judicial review period, allowing a special action to be filed to challenge the legality of formation of the district and/or to challenge whether land is benefited by being part of the district. The City would likely be a party in such an action.

In order to levy a tax in 2015, the District must be formed and certain notices provided to the Coconino Tax Assessor's Office and the Arizona Department of Revenue by February 15, 2014. The stakeholders, City staff, and the City Council have been diligently working to meet those deadlines. To continue to meet these deadlines, in the event the City Council determines that it is appropriate to exclude properties, modify the General Plan, or modify the IGA, the City Council is requested to authorize the appropriate City staff approve such changes in accordance with the City Council's direction.

The District must also conduct an election regarding the Ad Valorem taxes. This is not a part of any City actions; however, the process to do so is underway.

Expanded Financial Considerations:

The proposed funding in future years, as the IGA is written, would be subject to annual budget appropriations by the City Council so as not to obligate future city councils. Like any other landlord, the City may pass along the added costs to its tenants. The amount of the annual funding would change as the District changes the Ad Valorem taxes being levied. Such a change requires an election indicating support of the District members and the City properties are voting members of the District. The amount would also change as the City acquires, modifies, or disposes of property.

Future funding sources need to be included in budget discussions. Each of the City's properties have different uses and users. For those that are rented, increasing the rents to account for the added costs, or absorbing the added costs, would emulate private ownership. For those occupied by City functions, the Municipal Courts and the Train Station, funding from the budgets of the facilities may be appropriate. Note that the Redevelopment Fund will be exhausted after funding the construction of the Municipal Courts and the initial year District funding proposed in the IGA.

Community Benefits and Considerations:

Please see the Staff Summary Report prepared for the January 7, 2014 City Council meeting regarding district formation (attached) .

Community Involvement:

Please see the Staff Summary Report prepared for the January 7, 2014 City Council Meeting regarding district formation (Attached) .

Consult

Following adoption the resolution of intention to form the district (Resolution No. 2014-03), the City Clerk caused Notice of the adoption of the resolution to be mailed by the US Postal Service, first class mail, to all of the property owners within the proposed district boundaries as identified on the Coconino County Assessor's Roll, along with a copy of the resolution. This mailing occurred on or about January 13, 2014. The City Clerk also caused the Notice along with the resolution to be published in the Arizona Daily Sun on January 14, 2014. The Notice advises the property owners of their right to file written objections concerning the proposed district on or before February 3, 2014 at 5:00 p.m., and to appear at the Public Hearing. Affidavits of mailing and publication have been placed in the City Clerk's file and are available for public inspection, as required by law.

The City also issued a request for applications for any property owners in the proposed district who wish to serve on the initial board of directors. This request was posted on the City website and also was advertised in the Arizona Daily Sun.

Since the last action of the City Council, and as of this writing, one property owner has contacted City staff seeking information regarding the district formation, and one objection has been filed with the City Clerk (attached). The City received three (3) applications to serve on the Board of Directors. An update, if any, will be provided to the City Council prior to the public hearing.

Attachments: [Res. 2014-06](#)
 [Res. 2014-07](#)
 [Resolution 2014-03](#)
 [January 7 2014 Staff Summary Report](#)
 [Objection](#)

Form Review

Inbox
Legal Assistant

Reviewed By
Vicki Baker

Date
01/22/2014 04:31 PM

Senior Assistant City Attorney AW

Economic Vitality Director

DCM - Jerene Watson

Form Started By: Karl Eberhard

Anja Wendel

Stacey Button

Jerene Watson

Final Approval Date: 01/24/2014

01/22/2014 05:00 PM

01/23/2014 04:28 PM

01/24/2014 08:30 AM

Started On: 01/21/2014 10:01 AM

RESOLUTION NO. 2014-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FLAGSTAFF, ARIZONA, APPROVING AN INTERGOVERN-
MENTAL AGREEMENT FOR SERVICES WITH THE
“FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND
REVITALIZATION DISTRICT”**

RECITALS:

WHEREAS, the City Council desires to enter into an Intergovernmental Agreement for Services with the “Flagstaff Downtown Business Improvement and Revitalization District”, a revitalization district (special taxing district) formed pursuant to A.R.S. § 48-6801 et seq.

ENACTMENTS:

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

The Intergovernmental Agreement for Services attached hereto as Exhibit A is hereby approved, the City Manager is authorized to execute the Agreement, and it is hereby ordered that the City of Flagstaff participate in the costs of the district as set forth therein.

PASSED, ADOPTED AND APPROVED this 4th day of February, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A**INTERGOVERNMENTAL AGREEMENT
FOR SERVICES**

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

RECITALS

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

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

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

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

1. Duration of Agreement

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

2. Purpose

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

3. Initial Services

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

4. Ongoing Services and Annual Assessment

4.1 During the term of this Agreement, CITY will request the Coconino County Assessor to calculate an annual amount equivalent to the ad valorem taxes CITY would pay if it were a private property owner in DISTRICT ("Annual Payment"), based on CITY property ownership and assessed value. CITY will remit to DISTRICT the Annual Payment in consideration for the

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

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

5. Termination

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

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

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

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

6. Insurance and Indemnification

6.1 DISTRICT shall obtain and maintain liability insurance satisfactory to CITY for performance of the Initial Services under this Agreement.

6.2 DISTRICT shall indemnify, protect, defend and hold harmless CITY, its Council members, officers, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative or judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection herewith, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part out of the performance of this Agreement by DISTRICT, except to the extent such damages are the result of the sole negligence or willful misconduct of CITY.

7. Notices

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

If to the CITY:

If to DISTRICT:

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

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

Copy to:

8. General Provisions

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

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

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

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

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

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

8.7 Force Majeure. A party, and its agents, officials and employees, shall not be liable to the other party for failure to comply with any of the terms and conditions of this Agreement where

any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the party, strike or labor difficulty, fire, flood, storm, power failure or any other similar cause beyond the reasonable control of the party.

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

City of Flagstaff**Flagstaff Downtown Business
Improvement and Revitalization
District**

Mayor

Chairman of Board

Attest:

Attest:

City Clerk

Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

Legal Counsel for BoardAttachment: Exhibit A

EXHIBIT A SCOPE OF WORK

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

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

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

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

- a. Create District Database that includes a map of the district, property ownership, property owner contact information, assessed value, and current land-use (type retail, office, government, ROW, etc) ("District Database").
 - i. Completion: May 1, 2014
 - ii. Value: \$1,500
- b. Execute agreement to indemnify and hold harmless City and City staff in performance of their job functions as Clerk and Treasurer for the District ("Indemnification Agreement").
 - i. Completion: May 1, 2014
 - ii. Value: \$700
- c. Create a district website page that will be used for posting public meeting notices, agendas and minutes, and other information required for District operations; and that includes a brief overview of the District, District contact information, and a link to the City of Flagstaff website. ("District Website").
 - i. Completion: September 1, 2014
 - ii. Value: \$3,000
- d. Develop District By-laws ("By-laws").
 - i. Completion: May 1, 2014
 - ii. Value: \$700
- e. With City staff assistance, create an Inventory of City Services provided within the district that includes the types of service, annual budget allocation, frequency, providing agency, and providing agency contact information ("Inventory of City Services").
 - i. Completion: September 1, 2014
 - ii. Value: \$3,000
- f. Prepare work plans for the upcoming year ("Annual Work Plans").
 - i. Completion: June 15, 2014 and June 15 of every year that the City Clerk and/or Treasurer serve as the District Clerk and Treasurer respectively.

- ii. Value: \$1,000
 - g. Prepare detailed operating budgets for the upcoming year ("Annual Budgets").
 - i. Completion: June 15, 2014 and June 15 of every year that the City Clerk and/or Treasurer serve as the District Clerk and Treasurer respectively.
 - ii. Value: \$2,500
 - h. With City staff assistance, create Inventory of Public Infrastructure that exists within the district that includes types of infrastructure, condition, maintenance needs, existent capital improvement plans, and suggestions for improvements ("Public Infrastructure Inventory").
 - i. Completion: October 1, 2014
 - ii. Value: \$6,000
 - i. Prepare Handbook of Procedures for the district appointed Clerk and Treasurer ("Handbook").
 - i. Completion: December 1, 2014
 - ii. Value: \$12,000
 - iii. Damages: District shall refund City \$1,000 per month for any delay beyond January 1, 2015
 - j. Train the district appointed Clerk and Treasurer ("Training").
 - i. Completion: December 1, 2014
 - ii. Value: \$12,000
 - iii. Damages: District shall refund City \$1,000 per month for any delay beyond January 1, 2015
 - k. Appoint a new District Clerk and a new Treasurer (relieving City staff of financial and administrative burden), with new appointments to commence no later than January 1, 2015 ("Appoint District Clerk and Treasurer").
 - i. Completion: December 1, 2014
 - ii. Value: \$24,000
 - iii. Damages: District shall refund City \$1,000 per month for any delay beyond January 1, 2015
 - l. Prepare written annual report at the conclusion of each calendar year that accounts for expenditures and services provided pursuant to this Agreement ("Annual Report"). If requested by City Manager, present annual report to the City Council.
 - i. Completion: February 1, 2015 and February 1 of every year that the City Clerk and/or Treasurer serve as the District Clerk and Treasurer respectively.
 - ii. Value: \$700
- II. **Provide ongoing day-to-day district management including responding to member, public, and City concerns relative to day-to-day issues and activities within the district.**
 - a. Maintain the District Database (See I.a).
 - i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
 - ii. Value: \$700
 - b. Maintain Inventory of City Services (See I.b).

- i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
 - ii. Value: \$700
- c. Maintain Inventory of Public Infrastructure (See I.c).
 - i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
 - ii. Value: \$1,000
- d. Maintain District Website (See I.j).
 - i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
 - ii. Value: \$1,500
- e. Assign a responsible person to serve as the single point of contact for the District and District members. This person will be responsible for communicating individual and district needs to the City (including various agencies of the City), receiving and resolving complaints of District members, coordinating the provision of City services, and distributing various City communications / information ("Single Point of Contact").
 - i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
 - ii. Value: \$9,000
- f. Assign a responsible person to serve as administrative staff for the District Board and Officers. This person will be responsible for various administrative duties as directed by the Board but specifically including administrative duties serving the needs of the Clerk and Treasurer until such time as the District appoints new officers ("District Staff").
 - i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
 - ii. Value: \$9,000
- g. Assign a responsible person to review and provide written advisory comments regarding Special Event Permits proposed for locations in the District, identifying the concerns of the District or District members, proposing conditions that would mitigate concerns, and recommending approval or denial ("Special Event Permit Review").
 - i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
 - ii. Value: \$5,000
- h. Review and provide written advisory comments regarding City initiatives (programs, ordinances, plans, projects, and so forth) that affect the District or District members ("City Initiative Review").
 - i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
 - ii. Value: \$5,000
- i. Meet monthly with Police Department and Economic Vitality Division staff, and as necessary with other City staff, to coordinate District and/or City initiatives (programs, ordinances, plans, projects, and so forth), to discuss District or

District members concerns and solutions, and other matters as appropriate (“Coordinate with City of Flagstaff”).

- i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
- ii. Value: \$5,000
- j. As necessary, meet with and coordinate District initiatives (programs, plans, projects, and so forth) and other matters as appropriate with Federal, State, or regional government agencies (such as the Flagstaff Metropolitan Planning Organization, Coconino County, or Tribal agencies) including upon the request of the City Manager, participating in joint meetings with such agencies (“Coordinate with Other Agencies”).
 - i. Completion: When the new District Clerk and Treasurer have assumed respective duties of the offices.
 - ii. Value: \$3,000

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

- a. Public Infrastructure Improvement:
 - i. Identify and propose at least one public infrastructure improvement project as required for a Revitalization District. The total value of work proposed shall be no less than \$15,000.
 1. Completion: October 1, 2014
 2. Value: \$1,000
 - ii. Secure funding for the proposed public infrastructure improvement project(s).
 1. Completion: January 1, 2015
 2. Value: \$1,000
 - iii. Cause and manage the preparation of project plans for the proposed public infrastructure improvement project(s). Obtain and pay for all required approvals and permits. Procure professional services if required by Arizona law and procure all services as required by Arizona law.
 1. Completion: June 1, 2015
 2. Value: \$5,000
 - iv. Contract for and manage the construction of the proposed public infrastructure improvement project(s). Procure licensed contractor and all services as required by Arizona law.
 1. Completion: October 1, 2016
 2. Value: \$5,000
- b. Identify, prioritize, and estimate revenues and expenses for “enhanced municipal services” that the District may seek to provide in the foreseeable future.
 - i. Completion: October 1, 2014
 - ii. Value: \$5,000
- c. With legal counsel retained by the District, review all documents related to Heritage Square Plaza (including but not limited to Disposition and Development Agreement; Rules & Regulations; Declaration of Public Plaza Easement dated May 20, 1997; Declaration of Public Plaza Easement dated June 4, 1996) and

evaluate whether or not the District may, and desires to assume any responsibilities for operations and maintenance.

- i. Completion: November 1, 2014
- ii. Value: \$5,000

RESOLUTION NO. 2014-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA, REPEALING RESOLUTION NO. 2014-07 AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT FOR SERVICES WITH THE
“FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND
REVITALIZATION DISTRICT”**

RECITALS:

WHEREAS, the City Council on February 4, 2014 adopted Resolution No. 2014-07 approving an Intergovernmental Agreement for Services with the “Flagstaff Downtown Business Improvement and Revitalization District,” a revitalization district (special taxing district) formed pursuant to A.R.S. § 48-6801 et seq. (“the District”), however, this IGA has not been approved by the District; and

WHEREAS, the City Council desires to approve a revised form of Intergovernmental Agreement for Services satisfactory to the District.

ENACTMENTS:

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

1. Resolution No. 2014-07 is hereby repealed.
2. The Intergovernmental Agreement for Services attached hereto as Exhibit A is hereby approved and it is hereby ordered that the City of Flagstaff participate in the costs of the District as set forth therein contingent upon the following: An election is held by the District pursuant to A.R.S. §§ 48-6817 and 48-6818 on or before June 30, 2015, authorizing the Board of Directors to levy an ad valorem tax to pay for the operation and maintenance expenses of the District, which may include but is not limited to expenditures for infrastructure and enhanced municipal services (“Successful Election”).
3. Following the Successful Election, the Mayor is authorized to execute the Agreement.

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

Attachment: Exhibit A

EXHIBIT A**INTERGOVERNMENTAL AGREEMENT
FOR SERVICES**

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

RECITALS

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

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

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

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

1. Duration of Agreement

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

2. Purpose

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

3. Initial Services

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

4. Ongoing Services and Annual Assessment

4.1 During the term of this Agreement, CITY will request the Coconino County Assessor to calculate an annual amount equivalent to the ad valorem taxes CITY would pay if it were a private property owner in DISTRICT ("Annual Payment"), based on CITY property ownership and assessed value. No Annual Payment will be assessed on public rights-of-way owned by

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

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

5. Termination

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

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

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

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

6. Insurance

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

7. Notices

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

If to the CITY:

If to District:

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

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

Copy to:

8. General Provisions

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

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

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

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

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

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

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

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

City of Flagstaff

**Flagstaff Downtown Business
Improvement and Revitalization
District**

Mayor

Chairman of Board

Attest:

Attest:

City Clerk

Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

Legal Counsel for Board

Attachments: Exhibits 1, 2

EXHIBIT 1 SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

discuss District or District members concerns and solutions, and other matters as appropriate("Coordinate with City of Flagstaff").

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

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

- a. Public Infrastructure Improvement:
- i. Identify and propose at least one public infrastructure improvement project as required for a Revitalization District. The total value of work proposed shall be no less than \$15,000.
 - 1. Completion: Nine months after Successful Election.
 - 2. Value: \$1,000
 - ii. Secure funding for the proposed public infrastructure improvement project(s).
 - 1. Completion: Twelve months after Successful Election.
 - 2. Value: \$1,000
 - iii. Cause and manage the preparation of project plans for the proposed public infrastructure improvement project(s). Obtain and pay for all required approvals and permits. Procure professional services if required by Arizona law and procure all services as required by Arizona law.
 - 1. Completion: Fifteen months after Successful Election.
 - 2. Value: \$5,000
 - iv. Contract for and manage the construction of the proposed public infrastructure improvement project(s). Procure licensed contractor and all services as required by Arizona law.
 - 1. Completion: Twenty-four months after Successful Election.
 - 2. Value: \$5,000
- b. Identify, prioritize, and estimate revenues and expenses for "enhanced municipal services" that the District may seek to provide in the foreseeable future.
- i. Completion: Nine months after Successful Election.
 - ii. Value: \$5,000
- c. With legal counsel retained by the District, review all documents related to Heritage Square Plaza (including but not limited to Disposition and Development Agreement; Rules & Regulations; Declaration of Public Plaza Easement dated May 20, 1997; Declaration of Public Plaza Easement

dated June 4, 1996) and evaluate whether or not the District may, and desires to assume any Responsibilities for operations and maintenance.

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

EXHIBIT 2 INSURANCE

1 In General. Contractor shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Contract by the Contractor, Contractor's agents, representatives, employees or contractors until all of their obligations under this Contract have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

2.1 Commercial General Liability - Occurrence Form	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
2.2 Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles	
Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
2.3 Workers' Compensation and Employer's Liability	
Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000
2.4 Professional Liability	\$2,000,000

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

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

4.1 Commercial General Liability and Automobile Liability Coverages. The City of Flagstaff, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor.

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

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

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

4.5 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to provide the Contractor from potential insurer insolvency.

7. Verification of Coverage. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

7.1 The City must receive and approve all certificates of insurance before the Contractor commences work. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's and its subcontractors' obligations under this Contract have been met. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

7.2 All certificates of insurance shall be sent directly to: Attention: Purchasing Department, 211 West Aspen Avenue, Flagstaff, Arizona 86001. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require, and receive within ten (10) days,

complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Tiffany Antol, Planning Development Manager
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Public Hearing, Consideration and Adoption of Ordinance No. 2014-11: An ordinance amending Ordinance No. 2000-11 by modifying the Zoning Map Designation of that property generally known as Pine Canyon, through the amendment of a general condition related to the public's overnight access to Pine Canyon.

RECOMMENDED ACTION:

At the May 20, 2014 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2014-11 by title only for the first time
- 3) City Clerk reads Ordinance No. 2014-11 by title only for the first time (if approved above)

At the June 3, 2014 Council Meeting:

- 4) Read ordinance No. 2014-11 by title only for the final time
- 5) City Clerk reads Ordinance No. 2014-11 by title only for the final time (if approved above)
- 6) Adopt Ordinance No. 2014-11

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this modification of the Zoning Designation through the amendment of an underlying general condition at its regular meeting on April 23, 2014. The Planning and Zoning Commission voted (4-1) to forward the request to the City Council with a recommendation of approval. Zoning map amendments are required to be adopted by ordinance.

Financial Impact:

None

Connection to Council Goal:

Effective governance

Has There Been Previous Council Decision on This:

In October of 2013, the City Council approved an agreement with the applicant that commits the City to erect and maintain a directional sign at the intersection of Lake Mary Road and John Wesley Powell, staff support to amend the rezoning ordinance to modify the gated provision during night time and extends the developer's transportation improvement contribution.

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with conditions, or deny the ordinance.

Background/History:

In June of 2000, the City Council approved a rezoning request (Ordinance 2000-11) and development agreement allowing the development of Pine Canyon, which includes a mixture of condominium, estate twin houses (duplex units), estate homes, clubhouse and recreational facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities, located on approximately 660 acres. The primary entrance to Pine Canyon is located at the intersection of Lone Tree Road and John Wesley Powell Blvd.

General condition No. 8 of Ordinance 2000-11 states "all private roads within the development remain open to the public and never gated." The applicant, True Life Companies (TLC), is requesting a modification of this condition in order to allow the installation of gates at the primary entrance that would prohibit public access to Pine Canyon at nighttime. Pine Canyon has constructed a gate house at both the main and secondary entries; however, the secondary entry has been closed off for general entry or exit from the community. The main gate monitors all persons entering and exiting the community since installation. The guards at the main entry do not prohibit the public from entering the property, upon showing proof of insurance and having a valid driver's license.

Key Considerations:

Zoning Map amendments are adopted by the City Council via ordinance. Ordinance No. 2014-11 modifies general condition No. 8 of Ordinance 2000-11 from "All private roads within the development remain open to the public and never gated" to "All streets within Pine Canyon shall remain open to the public, without the use of a gate, from sunrise to sunset. Any means to restrict access to the streets of Pine Canyon may only be utilized from sunset to sunrise and never restrict emergency access."

Expanded Financial Considerations:

There are financial considerations included within the agreement approved by the City Council in October 2013.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in the attached Planning and Zoning Commission Staff Report, dated April 8, 2014.

Community Involvement:

Inform/Consult

The applicants held a neighborhood meeting on March 20, 2014 that was advertised to all residents/property owners within Pine Canyon, all property owners within 300 feet of Pine Canyon and interested community members. Seventeen people attended the meeting apart from the applicant's representatives. There were a number of questions about the proposal. None of those in attendance were in favor of the gate in lieu of a guard 24/7. The applicants received emails from 13 individuals mostly asking for more information. Pine Canyon representatives prepared a letter describing the request

Staff has received 6 phone calls and 4 emails, most of which were requesting more specific information about the request. One caller and two emails were in opposition to the installation of gates. The other two emails are in opposition to the gates with the removal of the guards; they do not address the two in combination. One caller was opposed to the installation of the gates regardless of the guards on duty.

Expanded Options and Alternatives:

- Attachments:** [P&Z Commission Staff Report](#)
[P&Z Commission Draft Minutes](#)
[Ordinance No. 2000-11](#)
[Agreement with TLC PC Infrastructure, LLC](#)
[Public Hearing Notice](#)
[Neighborhood meeting responses](#)
[Ord. 2014-11](#)

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PC REZ 14-0001

DATE: **April 8, 2014**
MEETING DATE: **April 23, 2014**
REPORT BY: **Tiffany Antol**

REQUEST:

Zoning map amendment for approximately 601.61 acres of the Single –family Residential (R1) (Conditional) zone, known as the Pine Canyon development, located at 1201 E. John Wesley Powell Boulevard.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward PC REZ 14-001 to the City Council with a recommendation for approval with the conditions as noted in the Recommendation section of this report.

PRESENT LAND USE:

Pine Canyon development consists of condominiums, townhomes, estate twin houses, estate houses, private clubhouse and recreation facilities, private 18-hole golf course with accessory facilities and golf course maintenance and storage facilities.

PROPOSED LAND USE:

No modifications are proposed.

NEIGHBORHOOD DEVELOPMENT:

North: Coconino Community College, PF Zone; Undeveloped, RR Zone
East: Coconino National Forest, PLF Zone
South: Single-family residential, General Zone (County Island); Coconino National Forest, PLF Zone
West: Undeveloped, RR Zone; Pinnacle Pines Unit 1, Conditional MR Zone

REQUIRED FINDINGS:

STAFF REVIEW. An application for a Zoning Map amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall set forth whether the Zoning Map amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied; and shall include an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and a recommendation on the amendment based on the standards of the zones set forth in Section 10-40.20 "Establishment of Zones" of the Zoning Code (Page 40.20-1).

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan; and the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or

development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

In June of 2000, the City Council approved a rezoning request (Ordinance 2000-11) and development agreement allowing the development of Pine Canyon, which includes a mixture of condominium, estate twin houses (duplex units), estate homes, clubhouse and recreational facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities, located on approximately 660 acres. The primary entrance to Pine Canyon is located at the intersection of Lone Tree Road and John Wesley Powell Blvd.

One of the conditions of approval of Ordinance 2000-11 states “all private roads within the development remain open to the public and never gated.” The applicant, True Life Companies (TLC), is requesting a modification of this condition in order to allow the installation of gates at the primary entrance that would prohibit public access to Pine Canyon from dusk to dawn. Pine Canyon has constructed a gate house at both the main and secondary entries; however, the secondary entry has been closed off for general entry or exit from the community. The main gate monitors all persons entering and exiting the community since installation. The guards at the main entry do not prohibit the public from entering the property, upon showing proof of insurance and having a valid driver’s license.

The applicant states that the purpose of this modification is to assist in maintaining security for the community. Currently, the community has a guard on duty at the entrance 24 hours a day preventing them from patrolling the streets within the community at night. The original application states that there is little or no public use of the streets after dark and maintaining a guard at the guard house is a misuse of resources. A guard would remain on duty 24 hours a day and closure to the public from dusk to dawn will free the security guard to patrol the streets and answer calls from residents. In response to concerns from residents of Pine Canyon, the applicant amended their application to say that they would not be removing the guard from the guard house and that operations would remain as they are currently, but would install the gates as a supplemental security system.

In October of 2013, the City Council approved an agreement with the applicant that commits the City to erect and maintain a directional sign at the intersection of Lake Mary Road and John Wesley Powell, staff support to amend the rezoning ordinance to modify the gated provision during night time and extends the developers transportation improvement contribution.

Proposed Development Concept Plans

The only new development associated with this request is the installation of two swing gates and telephone entry system at the main guard house entrance of the Pine Canyon development. A gate would also be installed for the secondary access (access already closed) allowing residents with transponders to utilize this access.

General Plan – Flagstaff Area Regional Land Use and Transportation Plan

The proposed Zoning Map amendment relates directly to policies of the Flagstaff Regional Land Use and Transportation Plan. The review of this request is unique in that when the original case was approved it was reviewed under the *Growth*

Management Guide 2000 but with the knowledge of proposed policies in the not-yet adopted *Flagstaff Area Regional Land Use and Transportation Plan*. The policies presented below are from the latter and currently adopted plan with the knowledge that these policies change again with the new publicly unadopted *Flagstaff Regional Plan 2030*. The following RLUTP policies are relevant to this application:

Policy HN2.4 – Restrict Development of Gated Communities

“To keep all parts of the community accessible by all citizens, discourage gated communities unless connectivity and public access are provided and development is in conformance with other appropriate policies contained in the *Regional Plan*.” (Regional Plan, Page 2-34)

Strategy HN2.4(a) – Adopt Zoning and Subdivision Limits on Gated Communities

Policy T1.2 – Create an Efficient Transportation System

“The City and County shall work to ensure connectivity and continuity in local roads and streets between adjacent neighborhoods, and between neighborhoods and nearby commercial areas and schools in order to minimize auto dependency, minimize unnecessary driving, especially for short trips, and achieve a better distribution of traffic across the roadway network, avoiding unnecessary congestion on collector and arterial routes.” (Regional Plan, Page 3-4)

Policy T1.4 – Reduce Negative Traffic Impacts in Residential Neighborhoods

“Traffic calming shall be incorporated in neighborhoods to mitigate negative impacts, and streets serving residential areas shall be designed in a manner that does not encourage through traffic in neighborhoods.” (Regional Plan, Page 3-6)

Policy OSPRI.3 – Provide Non-Motorized Transportation Corridors to Connect Communities, Neighborhoods, Open Spaces and Recreational Areas.

“Provide non-motorized transportation corridors between neighborhoods, communities, and between the city and outlying areas and region and national facilities and sites. Non-motorized access shall be provided from new and redeveloped neighborhoods and should be required from existing neighborhoods to regional open space via easements, trails, and on-street facilities with open space connections between FUTS and USFS trails. Existing neighborhoods are encouraged to improve non-motorized access and connections to regional open space and incorporate open space connections between FUTS and USFS trails.” (Regional Plan, Page 4-3)

The most significant policy related to this request is Policy HN2.4 which calls for the restricted development of gated communities. The reason for this policy is that gated communities can lead to both physical and social segregation within a city. Pine Canyon is an enclave style development with private roads, recreation facilities, clubhouse and golf course. The associated strategy for this policy was to develop zoning and subdivision limits on gated communities. Both codes have recently been updated and neither address limitations on gated communities. It is possible to assume that one of the limitations would be the hours in which a community is gated, as in this proposal, which requests gating the community from dusk to dawn.

The other policies deal with community connectivity, reducing traffic impacts in neighborhoods and developing non-motorized corridors for community connectivity. The private roads within the Pine Canyon development do not provide access to any adjacent neighborhood or public facility. Under this request the roads would remain open during daylight hours under the current operational standards. The existing FUTS trail through Pine Canyon does provide community connectivity and is not proposed to be closed or restricted at any time.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

This request affects the public access to the roadways within the Pine Canyon community from dusk to dawn. Public access would be permitted during daylight hours only. The most significant concern with restricting access is the potential impacts to emergency responders including fire, police and utilities. A Knox Box is to be installed for Fire Department access and the applicant will provide a gate code to other emergency responders. Additionally, the applicant will provide emergency phone numbers for the security personnel on duty.

OTHER REQUIREMENTS:

Citizen Participation

The applicants held a neighborhood meeting on March 20, 2014 that was advertised to all residents/property owners within Pine Canyon, all property owners within 300 feet of Pine Canyon and interested community members. Seventeen people attended the meeting apart from the applicant's representatives. There were a number of questions about the proposal. None of those in attendance were in favor of the gate in lieu of a guard 24/7. The applicants received emails from 13 individuals mostly asking for more information. Pine Canyon representatives prepared a letter describing the request in full which was sent to many who had inquired about the request.

Staff has received 6 phone calls and 4 emails, most of which were requesting more specific information about the request. One caller and two emails were in opposition to the installation of gates. The other two emails are in opposition to the gates with the removal of the guards; they do not address the two in combination. One caller was opposed to the installation of the gates regardless of the guards on duty.

DISCUSSION:

The primary purpose of the original condition of approval was to maintain public access to the community of Pine Canyon. The revision to the condition that allows restricting public access from dusk to dawn still accomplishes the fundamental component of public access during daylight hours only. The policy in the Regional Plan that calls for restricting gated communities contemplated that guidelines and restrictions would be developed through either the Zoning or Subdivision codes, which have not been developed. The new Regional Plan does not address the issue of gated communities.

Pine Canyon is dependent on the City of Flagstaff for many of the same resources that all neighborhoods within the City of Flagstaff are dependent upon, including water and sewer services, and further dependent on the City for over 80+ million gallons of reclaimed water a year for the golf course. While it maintains its own security personnel it is still dependent upon the City of Flagstaff resources for emergency purposes, including police and fire. The proposal to leave public access during daylight hours to the Pine Canyon community is a fair compromise for the residents and property owners of Pine Canyon and the City of Flagstaff.

RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment has been justified and would recommend in favor of amending Ordinance 2000-11 condition #8 to read: All streets within Pine Canyon shall remain open to the public, without the use of a gate, from dawn to dusk. Any means to restrict access to the streets of Pine Canyon may only be utilized from dusk to dawn and never restrict emergency access.

PC REZ 14-0001

April 23, 2014

Page 5

ATTACHMENTS

- Zoning Map Amendment Application
- Ordinance 2000-11
- Public Hearing Legal Advertisements
- Citizen Participation Plan Report
- Emails received
- Agreement between the City of Flagstaff and TLC PC Infrastructure, LLC



MINUTES - Draft

City of Flagstaff
PLANNING & ZONING COMMISSION
4:00 PM– Wednesday, April 23, 2014
City of Flagstaff, Staff Conference Room

CALL TO ORDER

Chairman Dorsett called the meeting to order at 4:01 p.m.

COMMISSION MEMBERS:

PRESENT: Stephen Dorsett, Chairman; Steve Jackson; Paul Moore;; Tina Pfeiffer;
David Carpenter

Absent: Paul Turner; Justin Ramsey, Vice Chairman

CITY STAFF:

Mark Sawyers, Staff Liaison

Tiffany Antol, Planning Development Manager

Becky Cardiff, Recording Secretary

I. GENERAL BUSINESS

A. PUBLIC COMMENT

None

B. APPROVAL OF MINUTES

1) Regular meeting of March 26, 2014.

Motion: Move to approve the minutes of the Regular Meeting of March 26, 2014 as submitted

Action: Approve as submitted **Moved by:** Commissioner Jackson **Seconded by:**
Commissioner Moore. Motion carried unanimously

II. PUBLIC HEARING

A. PINE CANYON

Address:	1201 E John Wesley Powell
Property Owner:	TLC PC Developers LLC, Russell Schaeffer
Applicant:	Aidan Barry
Application Number:	PCREZ 14-0001
City Staff:	BRIAN KULINA
Action Sought:	Zoning Map Amendment

A Zoning map amendment for approximately 601.61 acres of the Single-Family Residential (R1) (Conditional) zone, known as the Pine Canyon development, located at 1201 E. John Wesley Powell Boulevard.

Ms. Antol gave a PowerPoint presentation on the proposed amendment and answered question from Commissioners

Motion: Move to open the public hearing **Moved by:** Commissioner Pfeiffer **Seconded by:** Commissioner Moore. Motion carried unanimously.

Public Comment:

Georgia Duncan, resident, asked questions about the access through the gate in the evening and would there be a phone to use to call the resident that was being visited. Ms. Antol informed Ms. Duncan that a guard would be on duty to allow access and in the case the guard wasn't on duty there would be a phone to make the call.

Motion: Move to close the public hearing **Moved by:** Commissioner Jackson **Seconded by:** Commissioner Pfeiffer. Motion carried unanimously.

Kent Hotsenpillar, representative of the applicant, stated he was there to answer any questions and that the intent was to get the rights for the gate but that it wouldn't be installed immediately.

Discussion was held on the proposed amendment.

Motion: Motion to approve **PCREZ 14-0001 Pine Canyon** with the Staff condition **Moved by:** Chairman Carpenter **Seconded by:** Commissioner Jackson. Motion carried 4 to 1 with Commissioner Moore dissenting.

III. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

Mr. Sawyers gave an update on some projects that will be coming soon to the Commission on the agendas in May and June.

Chairman Dorsett indicated he believes that College America may be in violation of the conditions of their Conditional Use Permit because of the color of the features at the entry. Discussion was held on the subject and Mr. Sawyers indicated Staff would do some research and the Commission agreed to have it put on the next agenda.

ADJOURNMENT

The meeting was adjourned at 4:30 p.m.



ORDINANCE NO. 2000-11

AN ORDINANCE REZONING APPROXIMATELY 660.03 ACRES OF LAND AT THE 3000 BLOCK OF SOUTH LONE TREE ROAD FROM: RR, RURAL RESIDENTIAL DISTRICT TO R1, RESIDENTIAL DISTRICT (615 ACRES); RR, RURAL RESIDENTIAL DISTRICT TO HR, HIGH DENSITY RESIDENTIAL DISTRICT (18.3 ACRES); AND RR, RURAL RESIDENTIAL DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (26.64 ACRES) CONDITIONAL.

WHEREAS, the Council finds that the applicant has complied with Section 10-10-004-0007 of the Land Development Code by virtue of having paid the required fee and having supplied the required documentation; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and has reviewed the Conceptual Site Plan and considered the narrative prepared by the applicant, and the Council finds that the Conceptual Site Plan and related stipulations further the application by providing for affordable housing; and

WHEREAS, the Planning and Zoning Commission has formally considered the present rezoning application following proper notice and hearing with the result that the Planning and Zoning Commission has recommended approval of the requested zoning application, subject to the applicant's compliance with certain general conditions set forth hereinbelow; and

WHEREAS, the staff has recommended approval of the rezoning application, subject to the general conditions proposed by the Planning and Zoning Commission, as modified by staff, and the Council has considered each of the conditions and has found them to be appropriate for the site and necessary for the proposed development; and

WHEREAS, the Council finds that the proposed rezoning and approved Conceptual Site Plan with conditions will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity;

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

SECTION 1. That the subject property, consisting of several parcels, be rezoned from: RR, Rural Residential District to R-1, Residential District Conditional (615 Acres), as depicted in Exhibits A and A-1 attached to and made a part hereof; RR, Rural Residential District to HR, High Density Residential District Conditional (18.3 Acres), as depicted in Exhibits B and B-1 attached to and made a part hereof; and RR, Rural Residential District to MH, Manufactured Housing District Conditional (26.64 Acres), as depicted in Exhibits C and C-1 attached to and made a part hereof, in accordance with the Conceptual Site Plan presented with the rezoning request.

SECTION 2. That the Fairway Peaks Development Agreement ("Development Agreement") prepared by the applicant and the City be reviewed and approved by the City Council prior to the City Council's second reading and adoption of this Ordinance.

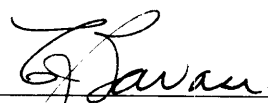
SECTION 3. That the rezoning be conditional upon compliance with the provisions of the Land Development Code to construct the improvements shown upon the approved Conceptual Site Plan and be further conditioned upon the applicant's satisfaction of the following nine (9) conditions proposed by the Planning and Zoning Commission, as modified and recommended by staff:

GENERAL CONDITIONS:

1. That the subject property be developed according to the Conceptual Site Plan for Fairway Peaks as presented with the rezoning request.
2. That all other requirements of the Land Development Code and other City codes, ordinances and regulations, including the conditions of the Development Review Board of January 6, 2000, be met by the proposed Fairway Peaks Development ("Development").
3. That the applicant have a solid fence and landscaped buffer constructed to screen the Flagstaff Urban Trail from the maintenance facility.

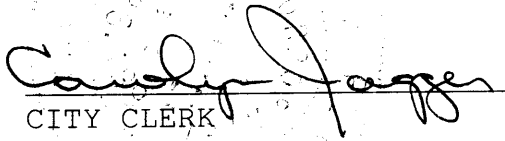
4. That the applicant grant permanent public pedestrian easements on trails within the Development.
5. That all of the terms, conditions, and restrictions set forth in the Development Agreement be fully satisfied.
6. That if the City's Planning Division should determine that a pedestrian underpass (14' x 8' minimum) at the intersection of Lone Tree Road and the John Wesley Powell Boulevard connecting to the Flagstaff Urban Trail System be the best pedestrian alternative, then the applicant shall construct the same in accordance with an approved engineering plan.
7. That the applicant's failure to obtain site plan, final plat or grading permit approval for any of the three (3) subject parcels within two (2) years of the effective date of the rezoning ordinance, or within an extension of said two (2) year period granted by the Planning and Zoning Commission, shall cause the City to conduct a public hearing for the purpose of reverting the R1, Residential zoning; the HR, High Density Residential zoning; and the MH, Manufactured Housing zoning to their former respective classifications of RR, Rural Residential District in accordance with Arizona Revised Statute § 9-462.01.
8. That all private roads within the Development remain open to the public and never be gated.
9. That the Development Agreement require the applicant to provide affordable housing units rather than permit the applicant to make payments in lieu of constructing affordable housing units.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 6th day of June, 2000.


MAYOR



ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



COCONINO ENGINEERING
2708 NORTH FOURTH STREET, SUITE A1
FLAGSTAFF, ARIZONA 86004
PHONE: 520.527.1008 FAX: 520.527.1805

Project No. 96901.01
January 19, 2000

EXHIBIT A

A portion of that parcel of land described in Docket 1551, Page 396, Records of Coconino County (R.C.C.), Arizona, located in the Southeast quarter of Section 27, Township 21 North, Range 7 East, Gila and Salt River Meridian, AND a portion of Section 34 of said Township, all within the limits of the City of Flagstaff, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southeast Corner of said Section 27, from whence the South quarter Corner (S¼ Cor) of said Section 27 bears S 89°58'16" W a distance of 2656.62 feet (Basis of Bearings); Thence S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 1,455.78 feet;

Thence N 72°26'33" E a distance of 363.19 feet to a point of curvature of a curve to the left having a radius of 1,260.00 feet;

Thence 744.78 feet along the arc of said curve through a central angel of 33°52'02" to a point of tangency

Thence N 38°34'31" E a distance of 350.00 feet to a point of curvature of a curve to the right, having a radius of 1,656.75 feet;

Thence along the arc of said curve a distance of 369.84 feet more or less, through a central angle of 12°47'24" more or less, to a point on the East line of the said SE¼ of Section 27, being also a point on the East boundary of that parcel of land described in said Docket 1551, Page 396, R.C.C.;

Thence S 01°22'39" E along said East line and boundary, a distance of 1.059.51 feet to the Point of Beginning

Containing approximately 13.465 acres in said Section 27;

AND ALL OF SAID SECTION 34 EXCEPT THE FOLLOWING TWO PARCELS THEREOF:

PARCEL 1:

The Southwest quarter of the Southwest quarter (SW¼ SW¼) of said Section 34.

Parcel 1 contains approximately 40.839 acres.

(Continued on Page 2)

PARCEL 2

A portion of the Northwest quarter (NW¼) of Section 34, Township 21 North, Range 7 East, Gila and Salt River Meridian, within the limits of the City of Flagstaff, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of said Section 34; thence S 00°04'09" W along the West line of the said NW¼ of Section 34 [Basis of Bearings] a distance of 1832.16 feet;

Thence N 43°29'09" E a distance of 61.36 feet to a point of curvature of a curve to the left having a radius of 1000.00 feet;

Thence 538.39 feet along the arc of said curve through a central angle of 30°50'51" to a point of tangency;

Thence N12°38'18" E a distance of 356.47 feet to a point of curvature of a curve to the right having a radius of 1000.00 feet;

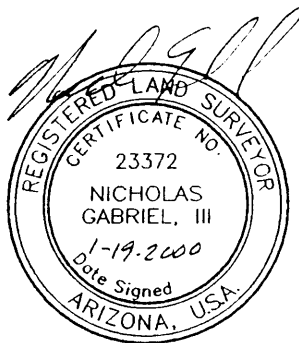
Thence 831.26 feet along the arc of said curve through a central angle of 47°37'39" to a point that is non-tangent;

Thence N 31°47'29" W a distance of 379.83 feet, more or less to a point on the North line of the said NW¼ of Section 34;

Thence S 89°49'37" W, along said North line, a distance of 647.93 feet to the Point of Beginning.

Parcel 2 contains approximately 18.304 acres

Containing, in aggregate, approximately 601.615 acres all as shown on the attached "Exhibit A-1" made a part hereof by this reference.



NICHOLAS GABRIEL, III
R.L.S. 23372

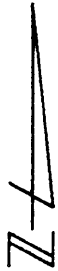
Description

City File No. _____



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EXCEPTION
PARCEL 2
(See Detail
Sheet 3 of 3)

Section 27

Dkt 1551, Pg 396, R.C.C.

(See Detail
Sheet 2 of 3)

SUBJECT PARCEL
601.615 Ac±

Section
34
T21N, R7E

EXCEPTION
PARCEL 1
SW¼ SW¼
Sec 34



NICHOLAS GABRIEL, III
R.L.S. 23372

City File No. _____

SCALE:
1"=___ft. Vert
1"=___ft. Horiz

DRAWN:
N. Gabriel

DESIGN:
N. Gabriel

CHECKED:

DATED:
19 JAN 2000



Coconino Engineering

2708 North Fourth Street - Suite A-1
Flagstaff, Arizona 86004 (520) 527-1008

REVISIONS
DATE INIT.

_____/_____/_____
_____/_____/_____
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EXHIBIT A-1

A parcel of land in Section 34 and in the
Southeast quarter (SE¼) of Sec 27
T.21N., R.7E., G & SRM, Coconino County, AZ

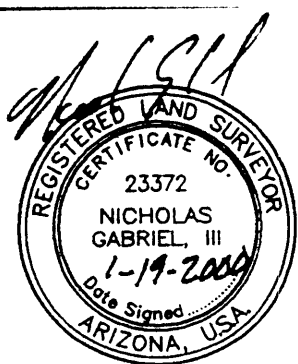
SHEET
1 OF 3

JOB No.

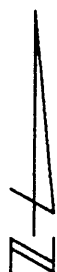
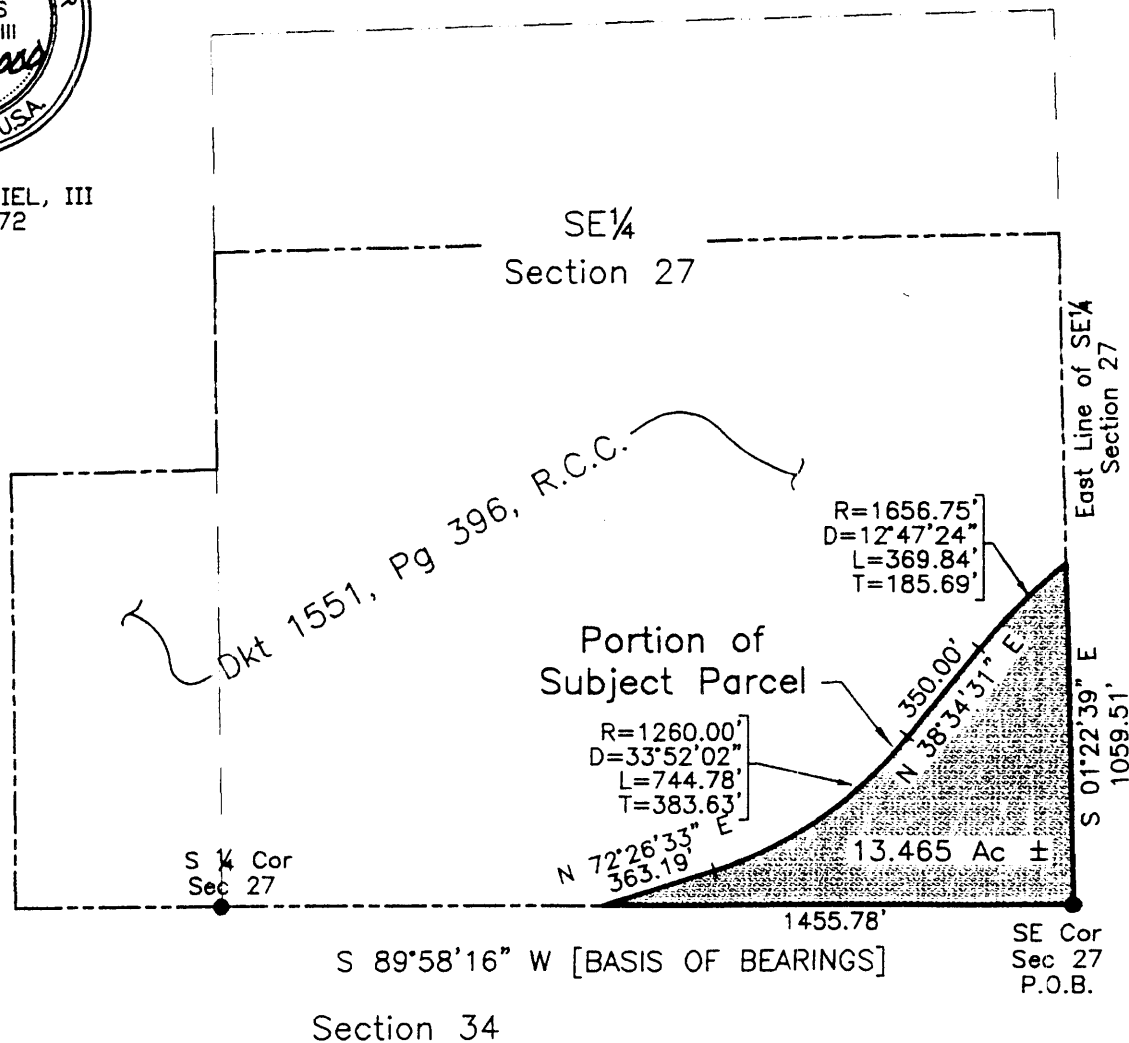
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Page 7 of 15
GA

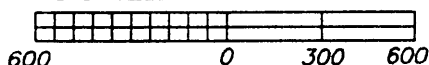





NICHOLAS GABRIEL, III
R.L.S. 23372

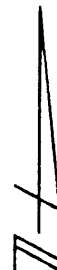
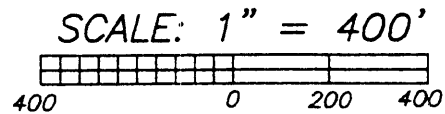
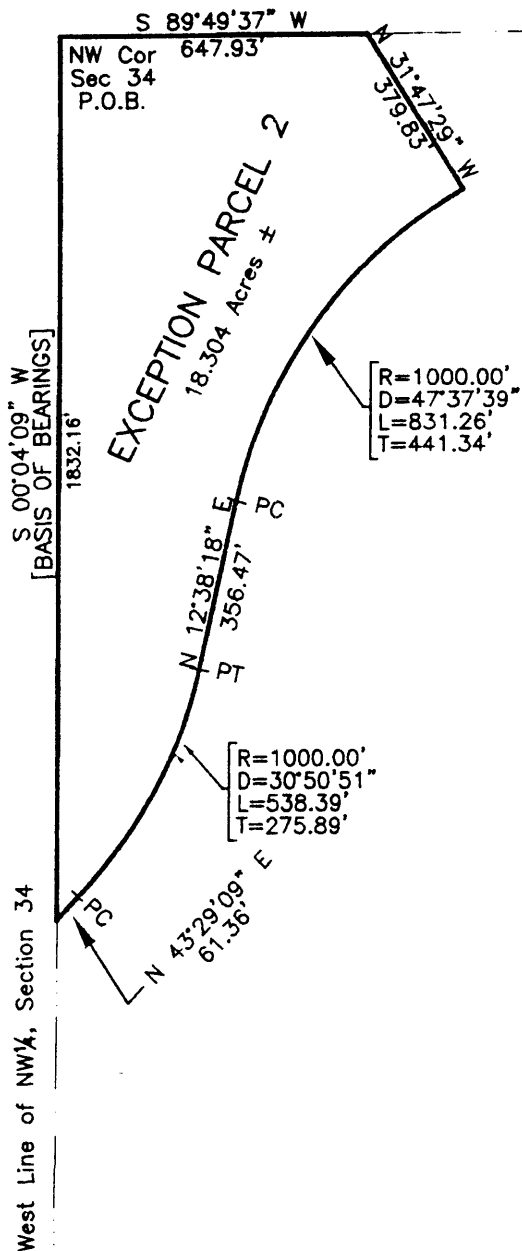


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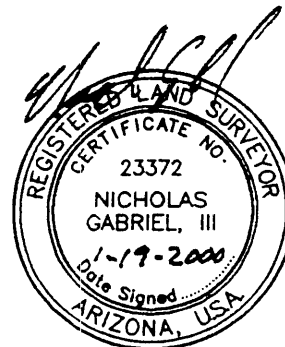


City File No. _____

SCALE: 1" = ____ ft. Vert 1" = ____ ft. Horiz		 Coconino Engineering 2708 North Fourth Street - Suite A-1 Flagstaff, Arizona 86004 (520) 527-1008		SHEET	
DRAWN: N. Gabriel				2 OF 3	
DESIGN: N. Gabriel		EXHIBIT A-1 PORTION OF SUBJECT PARCEL A parcel of land in the SE 1/4 of Sec 27 T.21N., R.7E., G & SRM, Coconino County, AZ		JOB No.	
CHECKED: _____				96901.01	
DATED: 19 JAN 2000					
REVISIONS DATE INIT.					



NW¼
SEC 34



NICHOLAS GABRIEL, III
R.L.S. 23372

City File No. _____

SCALE:
1"=___ft. Vert
1"=___ft. Horiz

DRAWN:
N. Gabriel

DESIGN:
N. Gabriel

CHECKED:

DATED:
19 JAN 2000



Coconino Engineering

2708 North Fourth Street - Suite A-1
Flagstaff, Arizona 86004 (520) 527-1008

REVISIONS
DATE INIT.

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EXHIBIT A-1

EXCEPTION PARCEL 2 DETAIL

A parcel of land in the NW¼ of Sec 34
T.21N., R.7E., G & SRM, Coconino County, AZ

SHEET
3 OF 3

JOB No.

96901.01

3056859
Page 3 of 15
Gd



ORDINANCE NO. _____

COCONINO ENGINEERING

2708 NORTH FOURTH STREET, SUITE A1

FLAGSTAFF, ARIZONA 86004

PHONE: 520.527.1008 FAX: 520.527.1805

Project No. 96901.01

January 19, 2000

EXHIBIT B

A portion of the Northwest quarter (NW¼) of Section 34, Township 21 North, Range 7 East, Gila and Salt River Meridian, within the limits of the City of Flagstaff, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of said Section 34; thence S 00°04'09" W along the West line of the said NW¼ of Section 34 [Basis of Bearings] a distance of 1832.16 feet;

Thence N 43°29'09" E a distance of 61.36 feet to a point of curvature of a curve to the left having a radius of 1000.00 feet;

Thence 538.39 feet along the arc of said curve through a central angle of 30°50'51" to a point of tangency;

Thence N12°38'18" E a distance of 356.47 feet to a point of curvature of a curve to the right having a radius of 1000.00 feet;

Thence 831.26 feet along the arc of said curve through a central angle of 47°37'39" to a point that is non-tangent;

Thence N 31°47'29" W a distance of 379.83 feet, more or less to a point on the North line of the said NW¼ of Section 34;

Thence S 89°49'37" W, along said North line, a distance of 647.93 feet to the Point of Beginning.

Containing approximately 18.304 acres, all as shown on the attached "Exhibit B-1" made a part hereof by this reference

(Continued on Page 2)



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Page: 10 of 15
GA

Exhibit B
January 19, 2000
Page 2 of 2

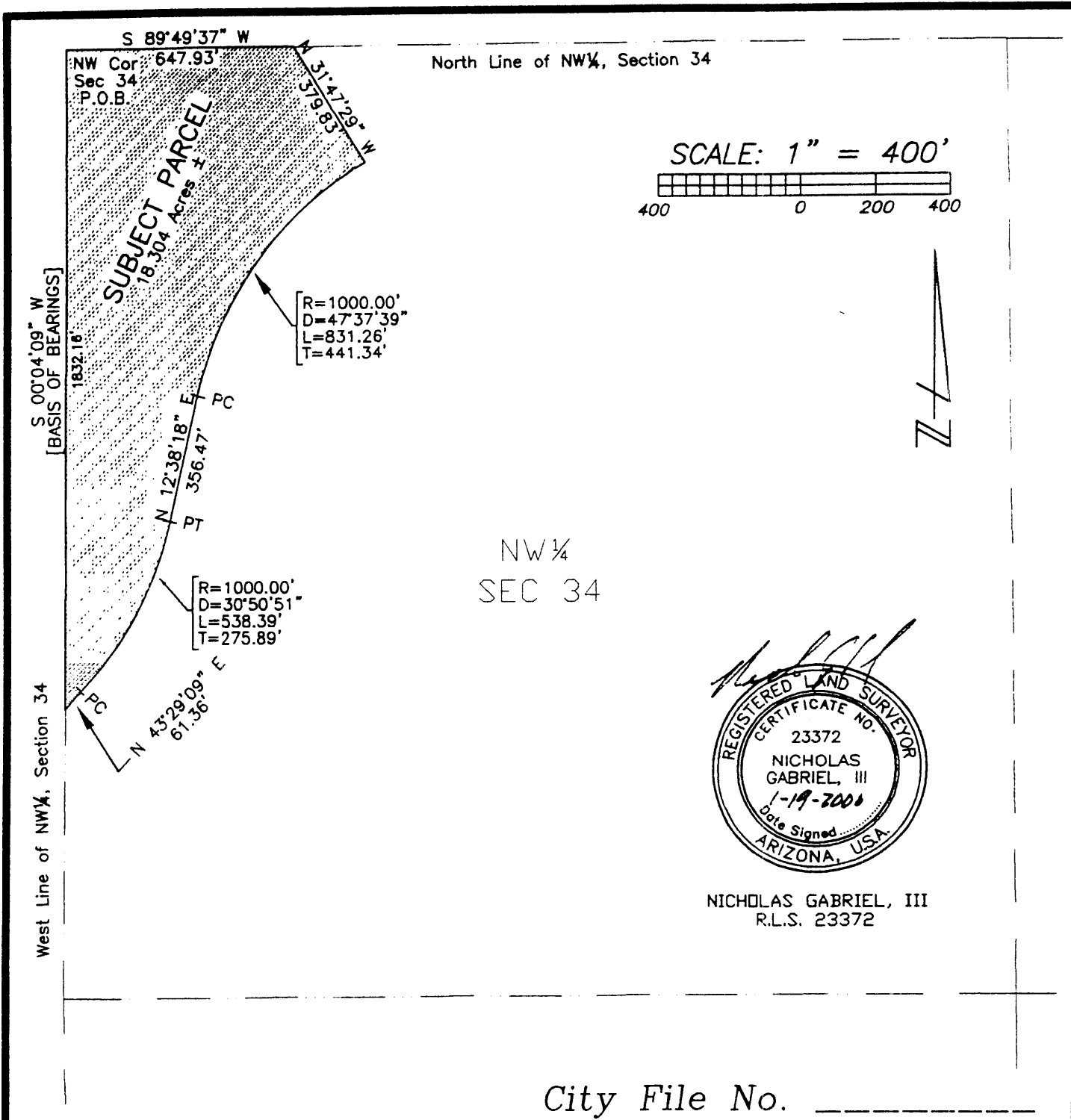


NICHOLAS GABRIEL, III
R.L.S. 23372


Description

City File No. _____

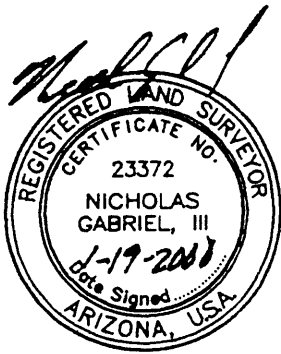




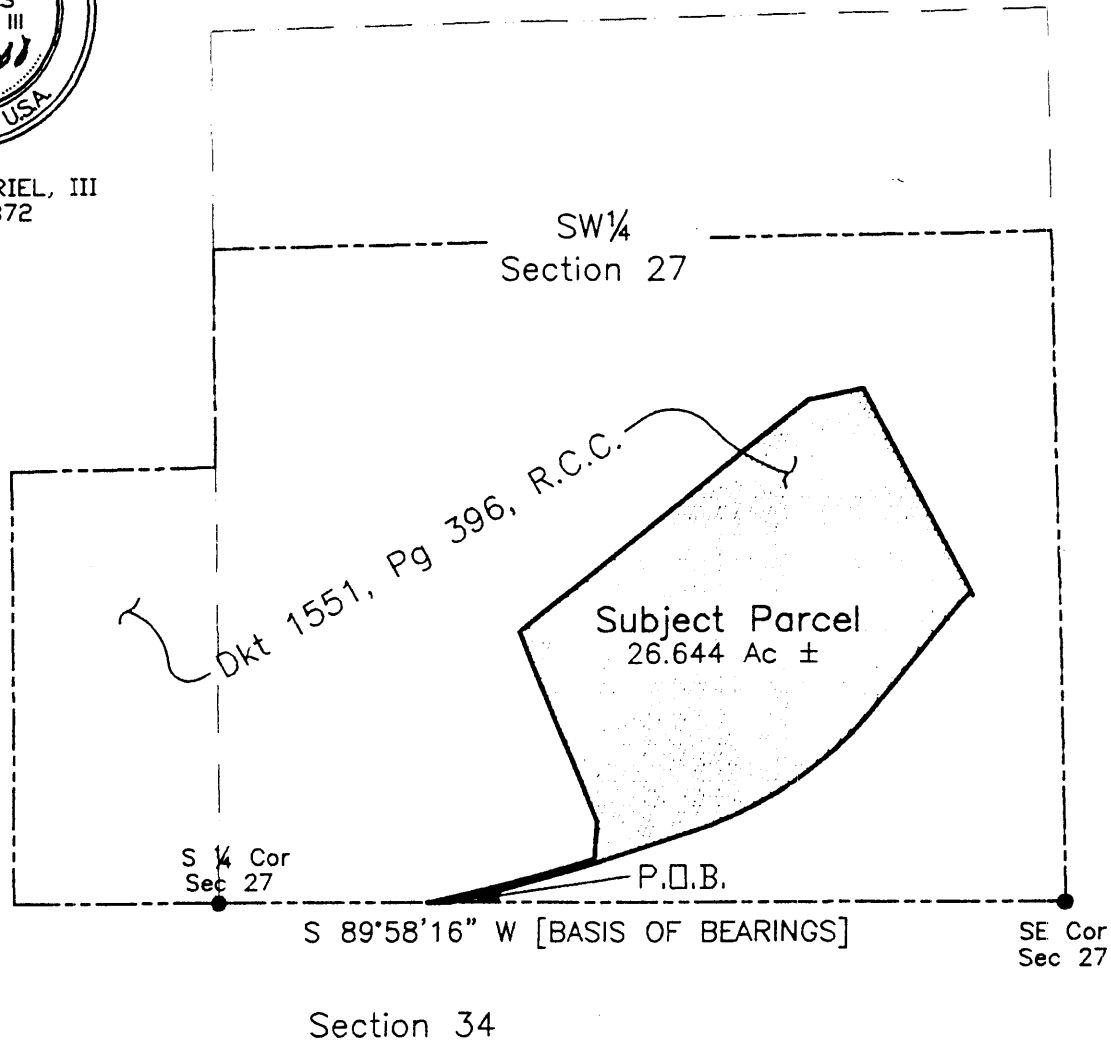
City File No. _____

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DRAWN: N. Gabriel				JOB No. 96901.01	
DESIGN: N. Gabriel		EXHIBIT B-1 A parcel of land in the NW1/4 of Sec 34 T.21N., R.7E., G & SRM, Coconino County, AZ			
CHECKED: _____					
DATED: 19 JAN 2000					
REVISIONS DATE INIT.					
____/____/____ ____/____/____ ____/____/____ ____/____/____ ____/____/____					

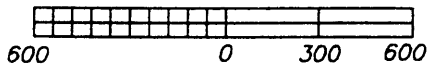
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 Page 12 of 15
 GS



NICHOLAS GABRIEL, III
R.L.S. 23372



SCALE: 1" = 600'



City File No. _____

SCALE:

1" = ___ ft. Vert

1" = ___ ft. Horiz

DRAWN:

N. Gabriel

DESIGN:

N. Gabriel

CHECKED:

DATED:

19 JAN 2000



Coconino Engineering

2708 North Fourth Street - Suite A-1
Flagstaff, Arizona 86004 (520) 527-1008

REVISIONS

DATE INIT.

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EXHIBIT C-1

A parcel of land in the SE1/4 of Sec 27
T.21N., R.7E., G & SRM, Coconino County, AZ

SHEET

1 OF 1

JOB No.

96901.01

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GA



COCONINO ENGINEERING

2708 NORTH FOURTH STREET, SUITE A1
FLAGSTAFF, ARIZONA 86004

PHONE: 520.527.1008 FAX: 520.527.1805

Project No. 96901.01

January 19, 2000

EXHIBIT C

A portion of that parcel of land described in Docket 1551, Page 396, Records of Coconino County, Arizona, located in the Southeast quarter of Section 27, Township 21 North, Range 7 East, Gila and Salt River Meridian, within the limits of the City of Flagstaff, Coconino County (R.C.C.), Arizona, more particularly described as follows:

Commencing at the Southeast Corner of said Section 27, from whence the South quarter Corner (S¼ Cor) of said Section 27 bears S 89°58'16" W a distance of 2656.62 feet (Basis of Bearings); Thence S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 1920.91 feet to the TRUE POINT OF BEGINNING;

Thence continue S 89°58'16" W, along the South line of the said Southeast quarter, a distance of 74.88 feet to a non-tangent point of curvature of a curve concave to the Northwest, from whence the radius point bears N 11°06'10" W a distance of 4,360.80 feet;

Thence Northeasterly along the arc of said curve a distance of 491.27 feet, through a central angle of 06°27'17" to a point of tangency;

Thence N 72°26'33" E a distance of 57.43 feet;

Thence N 03°54'07" E a distance of 116.74 feet;

Thence N 22°42'39" W a distance of 643.28 feet;

Thence N 52°03'09" E a distance of 1,157.83 feet;

Thence N 77°43'18" E a distance of 172.16 feet;

Thence S 27°25'34" E a distance of 707.70 feet to a non-tangent point of curvature of a curve concave to the Southeast, from whence the radius point bears S 47°22'42" E a distance of 1776.75 feet;

Thence Southwesterly along the arc of said curve a distance of 125.48 feet through a central angle of 04°02'47" to a point of tangency;

(Continued on Page 2)



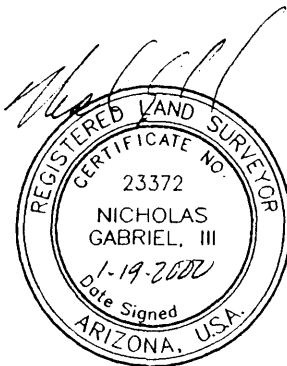
Thence S 38°34'31" W a distance of 350.00 feet to a point of curvature of a curve to the right, having a radius of 1140.00 feet;

Thence 673.85 feet along the arc of said curve, through a central angle of 33°52'02" to a point of tangency;

Thence S 72°26'33" W a distance of 387.89 feet to a point of curvature of a curve to the right, having a radius of 4375.80 feet;

Thence 419.47 feet along the arc of said curve, through a central angle of 05°29'33" to the Point of Beginning being a point on the South line of the said SE¼ of Section 27, also being a point on the South boundary of that parcel of land described in said Docket 1551, Page 396, R.C.C.:

Containing approximately 26.644 acres, all as shown on the attached "Exhibit C-1" made a part hereof by this reference.



NICHOLAS GABRIEL, III
R.L.S. 23372

Description

City File No. _____



AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 16th day of September, 2013 by and between: (i) the CITY OF FLAGSTAFF, an Arizona municipal corporation ("City"); and (ii) TLC PC INFRASTRUCTURE, L.L.C., an Arizona limited liability company ("TLC Infrastructure"), and TLC PC DEVELOPERS, LLC, an Arizona limited liability company ("TLC Developers"). TLC Infrastructure and TLC Developers are referred to collectively in this Agreement as "TLC," and the City and TLC are referred to collectively in this Agreement as the "Parties."

RECITALS

A. On June 5, 2000, the City Council of the City ("Council") adopted Ordinance No. 2000-11 ("Ordinance"), rezoning that certain real property then known as "Fairway Peaks," and now known as "Pine Canyon" ("Pine Canyon"), subject to the conditions set forth in the Ordinance. General Condition 8 of the Ordinance ("GC 8") provided that "all private roads within the Development remain open to the public and never be gated." The Ordinance was recorded on July 17, 2000, as Instrument No. 3056859 in the Official Records of Coconino County, Arizona ("County").

B. The City, Vanderbilt Farms, L.L.C., an Arizona limited liability company ("Original Developer"), and San Francisco Peaks Associates, LP, an Arizona limited partnership ("Original Owner"), then entered into the Development Agreement for Fairway Peaks dated September 5, 2000, and recorded on September 8, 2000, as Instrument No. 3063582 in the Official Records of the County, as amended by the Amendment to Development Agreement dated January 30, 2007, and recorded on January 31, 2007 as Instrument No. 3423547 in the Official Records of Coconino County (collectively, "Development Agreement").

C. On November 18, 2002, Lone Tree Investment Holdings, LLC, an Arizona limited liability company ("Original Beneficiary") established Trust No. B178 under the governing Trust Agreement dated as of November 18, 2002, as amended, administered by Fidelity National Title Insurance Company, as Trustee ("Trust").

D. Section 9(m) of the Development Agreement provided, among other things, for the collection and disbursement of Original Developer's "fair share contribution" to the construction of the Lone Tree and I-40 Interchange or, in the alternative, to the completion of a revised traffic impact analysis and mitigation of all measurable impacts, if any, created by the Pine Canyon development. Section 9(k) of the Development Agreement provided, among other things, for the collection and disbursement of Original Developer's regional park contributions. The Trust, among other things, provided for the collection and disbursement of Original Developer's obligations under Sections 9(k) and 9(m) of the Development Agreement.

E. The Development Agreement expired by its terms on or about September 8, 2010.

F. TLC Infrastructure is the successor in interest to Original Developer and Original Owner with respect to all existing and future roadways and associated access, utility and drainage easements and tracts located within Pine Canyon. TLC Developers is the successor to Original Beneficiary as “Beneficiary” under the Trust.

G. TLC and the City have entered into this Agreement in order to: (i) establish a mechanism that replaces Section 9(m) of the Development Agreement in order to provide for the collection and disbursement of Pine Canyon’s “fair share contribution” to current or future transportation infrastructure improvements associated with Pine Canyon’s impact on the regional transportation system; (ii) amend GC 8 in order to allow for the placement and operation of access control gates, with an associated keypad security; and (iii) evidence certain other related agreements between TLC and the City.

IN CONSIDERATION OF the mutual representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals are true and correct and are incorporated in this Agreement.

2. **Amendment to Ordinance No. 2000-11.** City Staff agrees to support TLC’s application to amend GC 8 (“GC 8 Amendment”) for the limited purpose of permitting TLC Infrastructure to install, operate and maintain access control gates, with associated keypad security, at all points of public vehicular entry into Pine Canyon (collectively, “Access Gates”); provided, however the designated main site Access Gate will only be closed to public vehicular entry between the hours of 8:00 p.m. and 6:00 a.m. from May 1st to September 30th, and between the hours of 6:00 p.m. and 6:00 a.m. from October 1st to April 30th. All Access Gates shall be equipped with a means of opening the gate by fire and police department personnel for emergency access. The Flagstaff Fire Department shall approve emergency opening devices. TLC Infrastructure acknowledges the City desires to solicit public input regarding the Access Gates and will process the GC 8 Amendment as if it constituted a rezoning of the property upon which the Access Gates will be located and that the City will require, among other things, advertisement and notification of affected property owners otherwise consistent with the rezoning requirements set forth in the City’s 2011 Zoning Code (“2011 Zoning Code”). TLC Infrastructure further acknowledges the GC 8 Amendment will be subject to Council approval. The GC 8 Amendment will require that: (i) the Access Gates be located outside of the public rights-of-way and at the minimum setback distance required by the applicable zoning designation; (ii) TLC Infrastructure shall be responsible for the installation and maintenance of the Access Gates; and (iii) the Access Gates will not impair pedestrian passage. TLC Infrastructure will work with affected landowners to determine appropriate locations for the Access Gates. In connection with submitting the GC 8 Amendment for Council approval, TLC Infrastructure will pay all applicable fees

and otherwise comply with the City's municipal requirements; provided, however: (y) neither TLC Infrastructure nor any affiliate of TLC Infrastructure will be required to obtain any resource reports or impact studies as result of the GC 8 Amendment; and (z) other than the limited amendment to GC 8 permitting the installation, operation and maintenance of the Access Gates, no aspect of Pine Canyon's current zoning or entitlement will be impacted, amended or modified.

3. **Signage.** The City shall erect and maintain a directional sign within the City's right-of-way at the intersection of Lake Mary Road and John Wesley Powell Boulevard ("**Directional Sign**"). The Directional Sign shall indicate to the travelling public the entrance to Pine Canyon and shall conform to the standards for location, size, shape, material, color and design set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways. The City agrees that it shall be its sole responsibility to obtain all required governmental approvals, if any, in connection with the erection of the Directional Sign.

4. **Transportation Infrastructure Improvement Funds.**

a. ***Existing Escrow Funds.*** Within five (5) business days following the Effective Date, TLC Developers will cause all funds currently held in the Escrow Account pursuant to Section 9(m) of the Development Agreement, together with any accrued interest (collectively, "**Existing Transportation Funds**"), to be transferred from the Escrow Account to the City for the funding of current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system. For purposes of this Agreement, "**Escrow Account**" shall have the same meaning and definition as set forth in Section 9(k) of the Development Agreement.

b. ***Future Payment Obligation.*** TLC further agrees, for a period of ten years from the Effective Date of this Agreement, to pay the City the sum of \$1,855.55 for each Lot in Pine Canyon owned by TLC as of the Effective Date (as defined below), with each payment being made on a Lot-by-Lot basis, as a condition precedent to the issuance of a final certificate of occupancy (collectively, "**Future Transportation Funds**"). The Future Transportation Funds shall constitute a lien in the amount of \$1,855.55 against each respective Lot until paid. These funds will be used solely for the funding of current or future transportation infrastructure improvements associated with Pine Canyon's impact on the regional transportation system. For purposes of this Agreement, "Pine Canyon" shall have the same meaning as "Project" in the Development Agreement, and "Lot" shall have the same meaning as in the Development Agreement.

c. ***Obligations Fully Satisfied.*** The City acknowledges and agrees that TLC (and its affiliates) are released from and are no longer obligated to perform or fulfill those duties and acts set forth in the Development Agreement (including, without limitation, Sections 9(k) and 9(m) of the Development Agreement). The City further acknowledges and agrees that payment of the Existing Transportation Funds and the Future Transportation Funds satisfies, in full, any obligation relating to current or future transportation infrastructure improvements arising from Pine Canyon's impact on the

regional transportation system. Upon payment of the Existing Transportation Funds to the City, the City waives and relinquishes any claim to, or rights in or under, either the Escrow Account or the Trust.

5. **Regional Park Funds.** All funds currently held in the Escrow Account pursuant to Section 9(k) of the Development Agreement, together with any accrued interest, shall be transferred from the Escrow Account to TLC Developers.

6. **Effective Date.** TLC will execute and deliver this Agreement to the City for the purpose of obtaining Council approval. This Agreement, however, will only become effective, and TLC will only be bound, upon Council's final approval of the GC 8 Amendment and City's execution of this Agreement ("Effective Date"). If final Council approval does not occur on or before February 28, 2014, TLC's execution and delivery of this Agreement will be null and void.

7. **Notices.** Any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed given (a) upon personal delivery or (b) forty-eight (48) hours from deposit of such notice in the United States mail, postage prepaid.

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To TLC:

AVG Service Corporation
8777 N. Gainey Center Dr. #191
Scottsdale, Arizona 85258

and

Russ Schaeffer
Chief Operating Officer
The TLC Companies
2555 E. Camelback Rd. #770
Phoenix, Arizona 85016

8. **Representation and Warranties by the City.**

a. The City has the full right, power, and authorization from its City Council to enter into and perform this Agreement and each of the City's obligations, representations, covenants and undertakings under this Agreement. The City's execution,

delivery and performance of this Agreement has been duly authorized and agreed to in compliance with the requirements of the Flagstaff City Charter, the Flagstaff City Code and all applicable State and Federal law.

b. All consents and approval necessary to the execution, delivery and performance of this Agreement have been obtained, and the City will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement.

c. The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement.

9. **Representations and Warranties by TLC.**

a. TLC has the full right, power and authorization to enter into and perform this Agreement, and TLC's execution, delivery and performance of this Agreement has been duly authorized and agreed to in accordance with its organization documents, and upon this Agreement's Effective Date, it shall be binding and enforceable against TLC.

b. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and TLC will execute all documents and take all actions necessary to implement, evidence and enforce this Agreement.

c. TLC knows of no litigation, proceedings, investigation or threat of any of the same contesting the powers of TLC or its officials with respect to this Agreement.

d. The execution, delivery and performance of this Agreement by TLC is not prohibited by, and does not conflict with, any other agreements, laws, instruments or judgments to which TLC is a party or is otherwise subject.

e. TLC has been assisted by counsel of its own choosing, and has had the opportunity to discuss this Agreement and its consequences with its chosen legal counsel.

10. **General Provisions.**

a. This Agreement shall not be altered, modified or amended except by written agreement signed by the Parties.

b. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Arizona.

c. The City and TLC have had an opportunity to participate in the drafting of this Agreement, and no term or provision of this Agreement shall be construed against either party by virtue of its drafting the Agreement.

d. This Agreement is subject to, and may be terminated by, the City in accordance with the provisions of A.R.S. § 38-511, Arizona's conflict of interest statute.

e. This Agreement constitutes the entire agreement between the Parties. The City and TLC each acknowledge that they have not executed this Agreement in reliance on any promise, representation or warranty not contained herein.

f. Should any litigation be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of TLC or the City under this Agreement, the prevailing party or parties in such proceeding or litigation shall be entitled, in addition to such other relief as may be granted, to payment of all of its costs, expenses (including, but not limited to, expert fees), and reasonable attorneys' fees incurred in connection with the dispute.

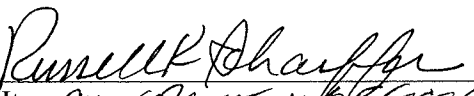
11. **Future Cooperation.** Each Party to this Agreement will reasonably cooperate and in good faith and diligently perform any further acts, deeds and things and execute and deliver any documents that may from time to time be reasonably necessary or otherwise reasonably required to consummate, evidence, confirm and/or carry out the intent and provisions of this Agreement, all without undue delay or expense and without further consideration.

12. **Effective Date.** This Agreement shall be deemed to be effective and fully enforceable as of the date of its approval by the Flagstaff City Council (the "Effective Date").

EXECUTED as of the Effective Date, by:

TLC PC INFRASTRUCTURE, L.L.C
an Arizona limited liability company

CITY OF FLAGSTAFF, an
Arizona municipal corporation

By: 
Its: CHIEF OPERATING OFFICER

Mayor

TLC PC DEVELOPERS, LLC, an Arizona
limited liability company

ATTEST:

By: 
Its: CHIEF OPERATING OFFICER

City Clerk

APPROVED AS TO FORM:

City Attorney

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on April 23, 2014, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on May 20, 2014, at 6:00 p.m. to consider a Zoning Map amendment request.

A. Explanation of Matters to be Considered:

A proposed Zoning Map amendment to modify Condition No. 8 of Ordinance No. 2000-11 in relation to public access to Pine Canyon. The site location is described in Part B below and is highlighted on the map.

The site currently consists of the Pine Canyon development, a residential community.

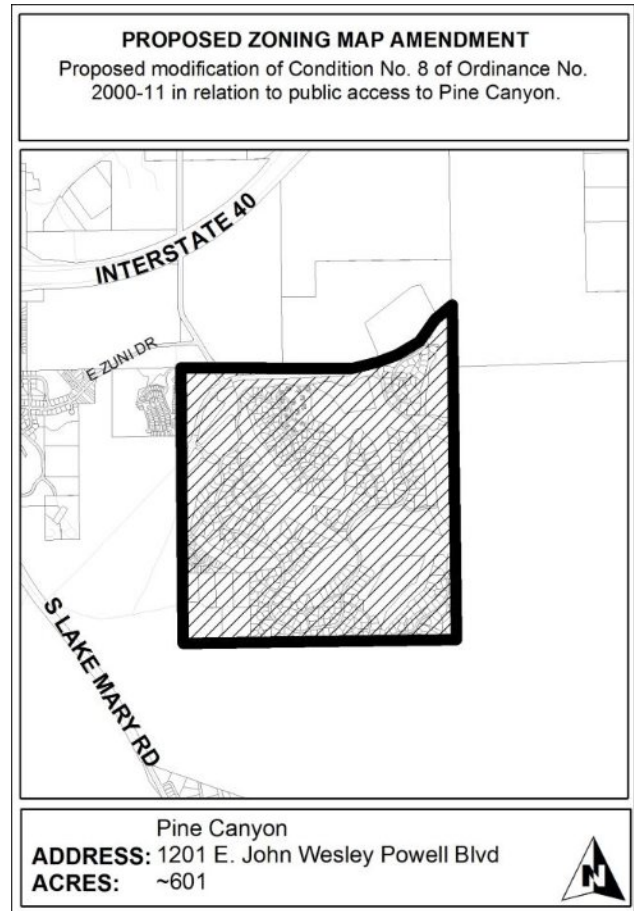
B. General Description of the Affected Area:

Approximately 601.61 acres located at 1201 E. John Wesley Powell Boulevard, Coconino County Assessor's Parcel Numbers 105-10-001D, within the Southwest Quarter of Section 34, 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.



FOR FURTHER INFORMATION CONTACT

Tiffany Antol
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

(928) 213-2608
tantol@flagstaffaz.gov

Mail: April 4, 2014





Pine Canyon Neighborhood Meeting

Thursday, March 20th, 2014

5:00 PM – 6:30 PM

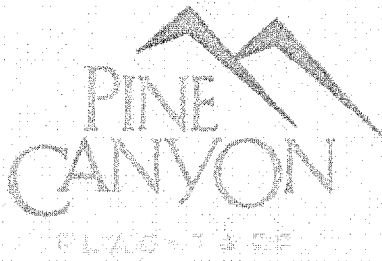
Meeting Notes and Comments

Aidan Barry, President of Development for The True Life Companies conducted the meeting. He started the meeting by explaining to the group that TTLC has a pending rezoning application with the City of Flagstaff. The rezone application is a request for Pine Canyon to install gates at the main entrance and the construction entrance. The gates would be used from dusk to dawn. TTLC's goal in having the application approved is driven by economical and efficiency purposes.

Below please find the comments and questions that were brought up the attendees of the meeting:

1. Q-Will anyone be manning the guard house from dusk to dawn?
A- A security guard will be on duty at night.
2. Many of the attending owners had a concern with a key pad access into the community. They believe that giving out the key pad code to guests will violate their safety.
3. Q-Will the gate work with the transponder system we currently have in place?
A- Possibly
4. Q- Have there been issues from dusk to dawn that prompted the developer to want to install gates?
A- No
5. The security department and guard house being manned 24/7 was a huge reason for most of the residents attending to buy a home at Pine Canyon.
6. Q-When every vehicle has to stop for access at the gate will this cause a backup in traffic?
A- Possibly
7. Q-Will there be any security staff working at night?
A- Yes
8. Q-Will the residents still have access to the people who come in and out of the community under their names if a gate system is installed?
A- Yes, but no immediately.
9. Q-If only one officer will be on duty at night will this officer carry a cell phone so that he can be contacted while he on patrol?

- A- Yes
10. Q- Who will benefit from the savings of installing a gate?
A- The developer and the residents
11. Q- Has the HOA operated in the black for the past 2 years?
A- Yes
12. Q- Has the positive number in the HOA operating budget been applied to reserves?
A- Yes
13. There is a huge concern that there is nothing stopping someone from following another car into the community once the gate has opened.
14. Q- Will home owners have a vote on whether or not a gate is installed?
A- The developer is open to input from all residents.
15. The gate gives residents a false sense of security.
16. Q- Has the maintenance of the gate been considered and the cost to so?
A- Yes
17. The installation of a gate seems more expensive than having 2 security guards on duty at night.
18. They would like to see the guard house manned 24/7 as well as gated installed.
19. Construction gate access needs to be addressed. There is a build up of cars every morning at the main entrance because the construction entrance is not open.
20. Concern that there is no security at the construction entrance and the only thing keeping someone out is plastic barricades.
21. There are cameras at the construction entrance.
22. Motorized vehicles accessing the FUTS trail seems to be a real issue.
23. There is no one in of favor of a gate at the main entrance without a guard there 24/7.
24. The system we have now works great.



Pine Canyon Neighborhood Meeting

Thursday, March 20th, 2014

5:00 PM - 6:30 PM

1. GARY & ARLENE McDONALD
Print Name

[Signature]
Sign Name

2. William A. Eckholm
Print Name

[Signature]
Sign Name

3. KATHY SHOCK
Print Name

Kathy Shock
Sign Name

4. Mike Leber
Print Name

[Signature]
Sign Name

5. Mary Jane Stanford
Print Name

Mary Jane Stanford
Sign Name

6. Jean Marie Romano
Print Name

Jean Marie Romano
Sign Name

7. Joe Romano
Print Name

[Signature]
Sign Name

8. Susan Kulak
Print Name

Susan Kulak
Sign Name

- | | |
|---|--|
| 9. <u>Kelly Kaspczyk</u>
Print Name | <u>Kelly Kaspczyk</u>
Sign Name |
| 10. <u>GERALD R. KULAK</u>
Print Name | <u>Gerald R. Kulak</u>
Sign Name |
| 11. <u>DAVID CARPENTER</u>
Print Name | <u>David Carpenter</u>
Sign Name |
| 12. <u>Jennifer Carpenter</u>
Print Name | <u>Jennifer Carpenter</u>
Sign Name |
| 13. <u>Dan Folke</u>
Print Name | <u>Dan Folke</u>
Sign Name |
| 14. <u>Denise Folke</u>
Print Name | <u>Denise Folke</u>
Sign Name |
| 15. <u>Laurel Hitchison</u>
Print Name | <u>Laurel Hitchison</u>
Sign Name |
| 16. <u>LEE HITCHISON</u>
Print Name | <u>Lee Hitchison</u>
Sign Name |
| 17. <u>Nave Griffin</u>
Print Name | <u>Nave Griffin</u>
Sign Name |
| 18. <u>Annie Brown - TTLC</u>
Print Name |
Sign Name |
| 19. <u>Deana Keck - Pine Canyon</u>
Print Name |
Sign Name |
| 20. <u>Peter Burger - TTLC</u>
Print Name |
Sign Name |

21. John Schraan Pine Canyon
Print Name Sign Name

22. Kevin Betts Pine Canyon
Print Name Sign Name

23. Aidan Barry-TTC
Print Name Sign Name

24. _____
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Pine Canyon – Proposed Gate control:

In response to your inquiry regarding the Neighborhood meeting and the proposal to install gates at Pine Canyon to limit public access from Dusk to Dawn I have attached our request to the City and site plans for the two Pine canyon entry points reflecting the location of proposed gates. Below I have listed responses to several questions that have been raised:

- History of Access control:
 - The original developer intent for Pine Canyon was to have a gated entry, however the City did not want a gated community and required that the community not be gated and that full public access to the private streets be allowed – Condition No. 8, Ordinance No. 2000-11, June 6, 2000.
 - This matter was again addressed in litigation on several matters in 2007 and an agreement was reached allowing Security to enforce reasonable security measures relative to public access.
 - In more recent discussions with the City, the current owner/developer believes there is an opportunity to change the original requirement and allow the community to be gated and closed to public access during the hours of dusk to dawn, hence this request.
- Neighborhood Meeting:

The City of Flagstaff as part of their process for considering applications for development or changes to conditions requires that there be a Neighborhood meeting to present the proposal to the interested community and address any questions. Once the Neighborhood meeting is completed the request will be considered by the City Planning and Zoning Commission at a public hearing and you will be notified of that time and date by the City.
- Hours of Gated access control:
 - The main gate will be manned by security guards from dawn to dusk and the gate will be open to all. During the hours from dusk to dawn, the gate would be closed and any guests would utilize a call box allowing the resident, who the person is visiting, to remotely open the gate for the guest. All owners would have a transponder to allow them access during the gated hours.
 - The secondary gate, that has been closed, would be accessible 24 hours a day by transponder this would include all residents and contractors or other persons who have been issued a transponder by Security. Contractors or delivery vehicles that do not have a transponder would have to enter thru the main gate as they currently do.
- Intent of Change:
 - There is very little traffic during the night hours and requiring a guard to man the Main Gate during these hours is not a good use of resources,

when that guard could be patrolling the community vs. sitting in the gate house. As explained above, this would not restrict residents from entering or leaving the community, it would only eliminate the general public from entering the community during these hours, much like the City of Flagstaff prohibits public access to their parks during these same hours.

- Timing of Installation:
 - If the City approves this change, we will then prepare and evaluate more detailed plans for the gates relative esthetics, design, weather constraint, durability of alternative systems, etc. and select the best alternative for the community. Once that is complete we will bid the work out to several qualified contractors and select the best contractor for the job. Considering timing for City action on the request, selecting the best system, bidding the work and gaining appropriate permits timing for completion could easily be 6 to 8 months from now if not longer.
- Site Plans for Gate:
 - Attached are preliminary site plans for where the gates would be installed if approved, these would be subject to change once we get into more detailed design, however it is not anticipated the locations will vary by much.
- Cost of installation of Gates:
 - The proposal to install gates has been initiated by TLC PC Developers, LLC owners of the remaining property to be developed in Pine Canyon. If this proposal is approved by the City, it is the Developers intent to install the gates at their expense, not the HOA's, in an effort to improve efficiency of the security staff and save cost associated with increased man power required for a non-gated community. Once the gates are installed, they would be turned over to the HOA for ownership, at no cost, ongoing maintenance costs would be the responsibility of the HOA.
 - Impact on HOA Assessments: Each year the Board evaluates all costs associated with managing the Association property and prepares a budget to cover those costs. That budget is sent to all owners prior to adoption for information and comment. The purpose of this proposal is to try and reduce costs to the HOA and hold or reduce assessment to the extent possible.
- NOTE: THIS PROPOSAL HAS NOT BEEN APPROVED BY THE CITY AND THERE ARE NO ASSURANCES THAT IT WILL BE APPROVED BY THE CITY. WE WILL ADVISE ALL THRU THE PINE CANYON NEWS LETTER OF THE FINAL OUTCOME ON THIS PROPOSAL.

Pine Canyon Rezone inquiries.

Date received: 3/11/14 Date of response: 3/11/14

Robert Burch rgburch@attglobal.net

Patti Okun pattiokun@cox.net

Mike Kleingartner mike@generalagentcenter.com

Eric Hedlund ehhedlund@sundt.com

Gary Wolf – Via call to sales office

Date received: 3/12/14 Date of response: 3/12/14

Jim and Carol Horvath jimhorvath1@cox.net

Jamie Middleton email4ilm@aol.com

Larry Fink lafink@cox.net

Gary Wolff – via phone to Deana

Jean-Marie & Joe Romano jjjhappines3@yahoo.com

Date received: 3/13/14 Date of response: 3/13/14

Tom Belgrad tbelgrad@voltaireinvestments.com

Howard Selland hselland@gmail.com

Joseph Zavislak Joseph.Zavislak@ricoh-usa.com

Mary and Fred Tucker marymtucker@yahoo.com

Date received: 3/14/14 Date of response: 3/14/14

Mary and Mark Bonsall mmbosnal@gmail.com

Bob Selders

From: Robert Burch <rgburch@attglobal.net>
Sent: Tuesday, March 11, 2014 3:15 PM
To: Bob Selders
Subject: RE: Pine Canyon Neighborhood Meeting

Thank you. It is now completely clear.

Bob Burch

From: Bob Selders [mailto:BSelders@thetruelifecompanies.com]
Sent: Tuesday, March 11, 2014 1:39 PM
To: Robert Burch
Subject: RE: Pine Canyon Neighborhood Meeting

Mr. Burch,

I have attached the Request that we have presented to the City addressing your questions, I have also attached some additional information that will hopefully address your questions, as well as the proposed site plan for the gate locations at the two entry points. If you have additional questions please contact me.

Thank you

Bob Selders

From: Robert Burch [mailto:rgburch@attglobal.net]
Sent: Tuesday, March 11, 2014 10:01 AM
To: Bob Selders
Subject: Pine Canyon Neighborhood Meeting

Yesterday we received notice of a Neighborhood Meeting to be held March 20th regarding a proposed Ordinance amendment to allow the closure of Public Access to Pine Canyon and installation of gates at the entries to accomplish this. What is this all about? To the best of our knowledge Pine Canyon is now and always has been a "controlled access" development and has manned gates at its entries (now only one in operation). What is the intent of the proposed amendment?

We would appreciate some explanation.

Robert & Jane Burch

Bob Selders

From: Bob Selders
Sent: Tuesday, March 11, 2014 1:40 PM
To: 'Patti Okun'
Subject: RE: neighborhood meeting
Attachments: Pine Canyon Rezone Request.pdf; PC Gate Information_3.10.14.docx; gate1-site plan_2.6.14.pdf; gate2-site plan_2.6.14.pdf

Ms. Okum,

I have attached the Request that we have presented to the City addressing your questions, I have also attached some additional information that will hopefully address your questions, as well as the proposed site plan for the gate locations at the two entry points. If you have additional questions please contact me.

Thank you

Bob Selders

-----Original Message-----

From: Patti Okun [mailto:pattiokun@cox.net]
Sent: Tuesday, March 11, 2014 8:10 AM
To: Bob Selders
Subject: neighborhood meeting

Hi Bob,

I was notified of the meeting and won't be in town. I'm confused. It seems that you want to not have the front "manned" and have gates to keep public access out. My question is: how do you let guests or deliveries in? Is there a way to proxy?

Thanks,

Patti Okun

Bob Selders

From: Bob Selders
Sent: Tuesday, March 11, 2014 1:41 PM
To: 'mike@generalagentcenter.com'
Subject: RE: Pine Canyon Meeting
Attachments: Pine Canyon Rezone Request.pdf; PC Gate Information_3.10.14.docx; gate1-site plan_2.6.14.pdf; gate2-site plan_2.6.14.pdf

Mike,

I have attached the Request that we have presented to the City addressing your questions, I have also attached some additional information that will hopefully address your questions, as well as the proposed site plan for the gate locations at the two entry points. If you have additional questions please contact me.

Thank you

Bob Selders

From: mike@generalagentcenter.com [mailto:mike@generalagentcenter.com]
Sent: Tuesday, March 11, 2014 7:35 AM
To: Bob Selders
Subject: Pine Canyon Meeting

Hello Bob,

I'm not able to attend the Pine Canyon meeting but wanted to understand the request in more detail. Please email anything that would be available. Thank you.

Gary Michael & Ana Kleingartner
1704 E Trade Winds Ct

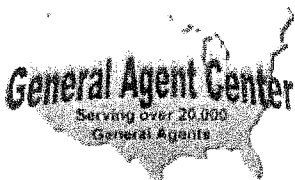
Best regards,

Mike Kleingartner
Vice President

General Agent Center
8700 E. Vista Bonita Dr., Suite 174
Scottsdale, AZ 85255

Phone - 480-596-6536 Ext.113
Fax - 480-596-6518

Enroll Online at - www.GACQuote.com



Bob Selders

From: Bob Selders
Sent: Tuesday, March 11, 2014 2:44 PM
To: 'Eric Hedlund'
Subject: RE: Public Access Closure

Mr. Hedlund,

That gate would be strictly transponder controlled, so that it would be accessible 24 hours a day for all who have a transponder. As I indicated in the information sent all residents will have a transponder. Let me know if you have any other questions.

Thank you

Bob

-----Original Message-----

From: Eric Hedlund [mailto:Ehhedlund@sundt.com]
Sent: Tuesday, March 11, 2014 2:37 PM
To: Bob Selders
Subject: RE: Public Access Closure

It appears that gates would be accessible at the entry near the clubhouse as well as the main entrance. What would happen with the clubhouse entrance during the day? Would that be accessible for entry? We live in the condos where entry through that gate would be beneficial to us no matter what time of day...so, I am curious.

Eric Hedlund, CPC, P.E.
Executive Vice President & COO
Building Group Manager
Office: 480.293.3009
Cell: 602.361.1966
ehhedlund@sundt.com
www.sundt.com

-----Original Message-----

From: Bob Selders [mailto:BSelders@thetruelifecompanies.com]
Sent: Tuesday, March 11, 2014 1:43 PM
To: Eric Hedlund
Subject: RE: Public Access Closure

Mr. Hedlund,

I have attached the Request that we have presented to the City addressing your questions, I have also attached some additional information that will hopefully address your questions, as well as the proposed site plan for the gate locations at the two entry points. If you have additional questions please contact me.

Thank you

Bob Selders

-----Original Message-----

From: Eric Hedlund [mailto:Ehhedlund@sundt.com]

Sent: Tuesday, March 11, 2014 6:02 AM

To: Bob Selders

Subject: Public Access Closure

I will not be able to make the public meeting. Could you please clarify what the change will be associated with this meeting?

Thank you,
Eric Hedlund

Sent from my iPhone

Bob Selders

From: Deana Keck <Deana@pinecanyon.net>
Sent: Wednesday, March 12, 2014 3:51 PM
To: Bob Selders
Subject: RE: Gary Wolff Lot 257

Follow Up Flag: Follow up
Flag Status: Flagged

I sent the information to Gary Wolff owner of Lot 257 and Larry Fink buyer of DC 8.



Deana Keck

Vice President of Community Development, Pine Canyon

1201 E. John Wesley / Powell Blvd., Flagstaff, AZ 86005

D 928.779.5700 C 928.220.0008 F 928.226.8280

deana@pinecanyon.net **pinecanyon.net**

Owned and managed by The True Life Companies



From: Bob Selders [mailto:BSelders@thetruelifecompanies.com]
Sent: Wednesday, March 12, 2014 3:22 PM
To: Deana Keck
Subject: RE: Gary Wolff Lot 257

Deana,

I have attached an updated Gate Information addressing who pays etc. as well as the other information that I am sending out to those who inquire. You can provide this info to Gary (who is Gary) or others. Please keep track of who requests information regarding this so we can include it in our Meeting Report for the City. Let me know if you have any questions.

From: Deana Keck [mailto:Deana@pinecanyon.net]
Sent: Tuesday, March 11, 2014 4:23 PM
To: Bob Selders
Subject: Gary Wolff Lot 257

Bob,
Gary just called me and asked if we are going to assess the owners through the HOA for the cost of the gate should it be approved. Please advise.

Bob Selders

From: Bob Selders
Sent: Wednesday, March 12, 2014 2:58 PM
To: 'jimhorvath1@cox.net'
Subject: RE: Amendment to Condition #8
Attachments: Pine Canyon Rezone Request.pdf; PC Gate Information_3.10.14.docx; gate1-site plan_2.6.14.pdf; gate2-site plan_2.6.14.pdf

Mr. Horvath

I have attached the Request that we have presented to the City and have also attached some additional information that will hopefully address your questions. Also the proposed site plan for the gate locations at the two entry points are attached. If you have additional questions please contact me.

Thank you

Bob Selders

-----Original Message-----

From: jimhorvath1@cox.net [mailto:jimhorvath1@cox.net]
Sent: Tuesday, March 11, 2014 2:17 PM
To: Bob Selders
Subject: Amendment to Condition #8

Bob,

We have a summer residence in Pine Canyon at Creekside Village lot #9.

We received your invitation to the meeting on March 20 to discuss security. Unfortunately we will be unable to attend.

We have several important questions for you:

1. Will this require an affirmative vote of a majority of the owners of Pine Canyon property? If not, what's the approval process?
2. What will be the reduction in the quarterly assessments currently \$600 if this proposal is implemented?

Thanks.

Jim and Carol Horvath

Bob Selders

From: Bob Selders
Sent: Wednesday, March 12, 2014 1:38 PM
To: 'JAMIE MIDDLETON'
Subject: RE: Meeting change
Attachments: Pine Canyon Rezone Request.pdf; PC Gate Information_3.10.14.docx; gate1-site plan_2.6.14.pdf; gate2-site plan_2.6.14.pdf

Ms. Middleton

I have attached the Request that we have presented to the City addressing your questions, I have also attached some additional information that will hopefully address your questions, as well as the proposed site plan for the gate locations at the two entry points. If you have additional questions please contact me.

Thank you

Bob Selders

From: JAMIE MIDDLETON [mailto:email4jlm@aol.com]
Sent: Wednesday, March 12, 2014 8:06 AM
To: Bob Selders
Subject: Meeting change

I will out of the country at the time of this meeting. What is this March 20th meeting about? WE have a gate at the entrance tp Pine Canyon ?????
Jamie Middleton

Bob Selders

From: Bob Selders
Sent: Wednesday, March 12, 2014 4:14 PM
To: 'Larry Fink'
Subject: RE: Amend Condition No. 8

The second attachment addressed this - we as the developer will install the gate at our expense and then turn it over to the HOA, at no cost. The HOA would then maintain the gates at their cost. Our goal is to reduce overall cost to the HOA and either reduce assessment slightly or at least not increase them to cover additional personnel if we did not have the gates in place.

-----Original Message-----

From: Larry Fink [mailto:lafink@cox.net]
Sent: Wednesday, March 12, 2014 4:09 PM
To: Bob Selders
Subject: Re: Amend Condition No. 8

Bob,

Is there any cost for the constructions of these improvements now or in the future associated with this amendment that I would incur?

Larry

On Mar 12, 2014, at 3:46 PM, Bob Selders wrote:

> Mr. Fink,
>
> I have attached the Request that we have presented to the City and have also attached some additional information that will hopefully address your questions. Also the proposed site plan for the gate locations at the two entry points are attached. If you have additional questions please contact me.

>
> Thank you
>
> Bob Selders
>

> -----Original Message-----

> From: Larry Fink [mailto:lafink@cox.net]
> Sent: Wednesday, March 12, 2014 3:39 PM
> To: Bob Selders
> Subject: Amend Condition No. 8

>
> Bob,
>
> I am unable to attend the meeting on March 20, 2014 regarding the amendment of Condition No. 8 of the Ordinance No 2000-11. Would you please e-mail me all of the pertinent information concerning this Amendment?

>
> Thank you,

>
> Larry Fink, Manager of
> Marla Holdings LLC
>
> Deer Creek Lot No. 8
> <Pine Canyon Rezone Request.pdf><PC Gate Information_3.10.14.docx><gate1-site plan_2.6.14.pdf><gate2-site
plan_2.6.14.pdf>

Bob Selders

From: Bob Selders
Sent: Thursday, March 13, 2014 8:22 AM
To: 'J Romano'
Cc: 'Melanie Lashlee'
Subject: RE: Pine Canyon Meeting

Mr. & Mrs. Romano,

The mailing address used was what is on the County Assessors Tax Roll, often the Assessor's office is slow in correcting addresses. You would have to contact them to confirm that they have your correct address. By copy of this response to Melanie Lashlee with HOAMCO, the Pine Canyon Management company, your information will be current with the PC HOA.

Let me know if you have any further questions.

Thank you

Bob Selders

From: J Romano [mailto:jjjhappiness3@yahoo.com]
Sent: Wednesday, March 12, 2014 6:12 PM
To: Bob Selders
Subject: Pine Canyon Meeting

Hello Bob,

We rec'd the notice of Neighborhood Meeting, but both notices had our old address. This should be updated - please advise who I should give this to for future notifications. We live in Pine Canyon full time now; we bought a home last September.

Thank you,

Jean-Marie & Joe Romano
1907 E. Barranca Drive
Flagstaff, AZ 86005

Bob Selders

From: Bob Selders
Sent: Thursday, March 13, 2014 9:20 AM
To: 'Tom Belgrad'
Subject: RE: Neighborhood Meeting
Attachments: PC Gate Information_3 10 14.pdf; gate1-site plan_2.6.14.pdf; gate2-site plan_2.6.14.pdf

Mr. Belgrad,

I have attached some information regarding the proposal and we will be preparing a report for the City on the discussions at the Neighborhood Meeting. We will place those notes and other updates on the Pine Canyon web site for all residents information. If you should have any other questions, do not hesitate to contact me.

Thank you

Bob

From: Tom Belgrad [mailto:tbelgrad@voltaireinvestments.com]
Sent: Thursday, March 13, 2014 8:36 AM
To: Bob Selders
Subject: Neighborhood Meeting

Hi Bob,

Unfortunately, I am unable to attend the meeting on March 20th. I would be interested in hearing what will be discussed as well as the content of the meeting. Would it be possible to have minutes sent out to the residents?

Regards,

Tom Belgrad

Thomas R. Belgrad
Voltaire Investments, LLC
9212 North Kober Road
Paradise Valley, Arizona 85253
480-225-3750 Mobile
480-609-3590 Phone
480-609-3591 Fax
tbelgrad@voltaireinvestments.com

Bob Selders

From: Bob Selders
Sent: Thursday, March 13, 2014 9:13 AM
To: 'Howard Selland'
Subject: RE: The meeting on March 20

Thank you, I will pass this on to the City for their information. Also I will be posting updates on this process on the Pine Canyon Web Site. If you have any questions please contact me.

Thank you

Bob

From: Howard Selland [mailto:hselland@gmail.com]
Sent: Thursday, March 13, 2014 9:10 AM
To: Bob Selders
Subject: The meeting on March 20

We, Howard and Jean Selland are operating managers for the two properties in the SANDRAJ,LLC trust. The trustee is our surviving daughter.

We wish to have the gates closed to outsiders without the express permission of the property owners, not just from dusk to dawn but 24/7 if possible.

Thank you.

Howard Selland and Jean Selland

Bob Selders

From: Bob Selders
Sent: Thursday, March 13, 2014 9:45 AM
To: 'Joseph.Zavislak@ricoh-usa.com'
Subject: RE: pine canyon gates
Attachments: PC Gate Information_3 10 14.pdf; gate1-site plan_2.6.14.pdf; gate2-site plan_2.6.14.pdf

Mr. Zavislak,

I have attached some information addressing some of the questions that I have received thus far for your information. I can call you in about an hour to chat, if that works for you.

Thank you

Bob

From: Joseph.Zavislak@ricoh-usa.com [mailto:Joseph.Zavislak@ricoh-usa.com]
Sent: Thursday, March 13, 2014 9:35 AM
To: Bob Selders
Subject: pine canyon gates

good morning i am unable to attend the meeting Can we chat briefly on this and one other subject please?? thank you joe zavislak 480 379 7469

Bob Selders

From: Bob Selders
Sent: Thursday, March 13, 2014 4:17 PM
To: 'Mary Tucker'
Subject: RE: March 20th Meeting

Thank you for your comments. We will be posting information on the Pine Canyon Web site as we progress thru this process. If you ever have any questions please contact me.

Thank you

Bob

From: Mary Tucker [mailto:marymtucker@yahoo.com]
Sent: Thursday, March 13, 2014 3:53 PM
To: Bob Selders
Subject: March 20th Meeting

We will not be attending the meeting but we are totally in favor of this change.

Mary & Fred Tucker

Bob Selders

From: Bob Selders
Sent: Friday, March 14, 2014 12:05 PM
To: 'Mary Bonsall'
Subject: RE: Proposed Amendment to Pine Canyon Condition No 8
Attachments: PC Gate Information_3 10 14.pdf; gate1-site plan_2.6.14.pdf; gate2-site plan_2.6.14.pdf

Mr. and Mrs. Bonsall,

Thank you for your inquiry, I will be posting information on the Pine Canyon Web Site as we progress thru this process. I have also attached some information that addresses questions raised thus far. Please contact me if you have any questions.

Thank you

From: Mary Bonsall [mailto:mmbonsall@gmail.com]
Sent: Friday, March 14, 2014 10:51 AM
To: Bob Selders
Subject: Proposed Amendment to Pine Canyon Condition No 8

Bob,

My husband and I are not able to attend the meeting on March 20th. Can I request any information coming from that meeting be forwarded to us? We are owners of one of the Mountain View condos.

Thank you,
Mary and Mark Bonsall

Tiffany Antol

From: Randy Stolworthy [randy@rrs-co.com]
Sent: Monday, April 07, 2014 10:31 AM
To: Tiffany Antol
Cc: Chad Tiedeman
Subject: Notice - of Pine Canyon - To install gates at Pine Canyon to limit public access from Dusk to Dawn

Importance: High

Tiffany,

We are owners in Pine Canyon at the address of 3562 S. Balsawood Court and recently became aware of the proposal to install gates at Pine Canyon to limit public access from Dusk to Dawn. I am against this proposal in that one of the main reasons we purchased in pine canyon was the 24 hr security access. We live full time in the valley and have relied on this security while we are away. We are only at Pine Canyon during the summer months and at best 3 to 4 weeks during that period on time. If you have any further questions please give me a call at the numbers below.

Thank you for your assistance.

Sincerely,

Randy Stolworthy



R. Randy Stolworthy
RRS & Company
21 East 6th Street, Suite 706
Tempe, AZ 85281

Direct (480) 305-1956
Mobile (602) 980-4014

Tiffany Antol

From: Chad Tiedeman [ctiedeman@pcaemail.com]
Sent: Monday, April 07, 2014 9:49 AM
To: Tiffany Antol
Subject: RE: Notice - of pine canyon

Tiffany,

I'm against this as it is now. As an owner there of 1699 E Trade winds I like having the guard on duty in front at all times. Often in the summer my wife and kids are there alone and if it's a manual gate where they can enter a code or "call a resident" I don't think its as much of a deterrent. It's not as safe.

I agree it may be inefficient during the winter months so If you want to make a compromise I would say they could do this November to April when 75% of the people are not there.

That's my opinion.

Chad P. Tiedeman
Senior Investment Advisor
PHOENIX COMMERCIAL ADVISORS a ChainLinks Company
Phone 602-288-3472 | Fax 602-957-0889
ctiedeman@pcaemail.com | [Download vCard](#)

From: Tiffany Antol [<mailto:TAntol@flagstaffaz.gov>]
Sent: Monday, April 07, 2014 9:26 AM
To: Chad Tiedeman
Subject: RE: Notice - of pine canyon

Chad,

Here is the information you requested. Please let me know if you have any additional questions or concerns.

Tiffany Antol, AICP, CFM
Planning Development Manager
City of Flagstaff
211 West Aspen Avenue
(928) 213-2608

From: Chad Tiedeman [<mailto:ctiedeman@pcaemail.com>]
Sent: Sunday, April 06, 2014 2:52 PM
To: Tiffany Antol
Subject: Notice - of pine canyon

Tiffany,

I received the notice of public hearing. What public access are they looking for also who is looking to do this? Is it true life communities?

Thanks,

Chad Tiedeman | *Senior Investment Advisor*
Phone [602-288-3472](tel:602-288-3472)
3020 E Camelback Rd, Suite 215 Phoenix, AZ 85016

ORDINANCE NO. 2014-11

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AMENDING ORDINANCE NO. 2000-11, BY MODIFYING THE ZONING MAP DESIGNATION OF THAT PROPERTY GENERALLY KNOWN AS PINE CANYON, THROUGH THE AMENDMENT OF AN UNDERLYING GENERAL CONDITION RELATED TO THE PUBLIC'S OVERNIGHT ACCESS TO PINE CANYON

RECITALS:

WHEREAS, On June 5, 2000, the City Council of the City of Flagstaff (the "Council") adopted Ordinance No. 2000-11 (the "Ordinance"), rezoning that certain real property known at that time as "Fairway Peaks," and now known as "Pine Canyon"; and

WHEREAS, the Council approved the Ordinance subject to General Condition 8 ("GC 8"), which provided that "all private roads within the Development remain open to the public and never be gated"; and

WHEREAS, the applicant, as successor in interest to the original developer, is seeking a modification to GC 8 to allow for the installation of gates at Pine Canyon's entrance points in order to prohibit public access from dusk till dawn; 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 application, following proper notice and hearing, on April 23, 2014, with the result that the Planning and Zoning Commission has recommended approval of the requested zoning application; and

WHEREAS, Council has read and considered the staff reports prepared by Planning Division staff and has considered the narrative prepared by the applicant; and

WHEREAS, the Council finds that the proposed amendment to GC 8 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. That General Condition 8 of Ordinance No. 2000-11 is deleted in its entirety and replaced with the following:

8. All streets within Pine Canyon shall remain open to the public, without the use of a gate, from sunrise to sunset. Any means to restrict access to the streets

of Pine Canyon may only be utilized from sunset to sunrise and never restrict emergency access.

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 _____, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Andy Wagemaker, Revenue Director
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Adoption of Notice of Intention: Notice of Intention to adjust the City's water service utility deposits and establish July 1, 2014 as the date for a public hearing on the proposed adjustment.

RECOMMENDED ACTION:

Adopt the Notice of Intention to adjust the utility deposits (increase the deposit required to establish a new residential account from \$25 to \$150; and change the deposit to establish a new non-residential water service account from a two-month estimated monthly cost to a uniform \$300 deposit) and establish July 1, 2014 as the date for a public hearing on the proposed adjustment.

Policy Decision or Reason for Action:

The City has charged a \$25 deposit for residential accounts and a two month estimate for non-residential accounts for approximately 20 years. The proposed deposit adjustments will help realign the deposit amount to help mitigate the losses from customers that do not pay the final bill on utility accounts. This will also aid in reducing the total amount of write-offs per year.

Financial Impact:

The financial impact of the increase in utility deposits is the reduction in the amount of write-offs processed each fiscal year. Many times, the initial deposit is applied to the final bill on the customer's account, reducing the total amount owed on the final bill. However, there is often a balance remaining on the account after the deposit is applied. Customers often neglect to pay the final balance on the account and the account is eventually placed on the write-off list after collection efforts are exhausted. The increased deposit will help reduce or eliminate the balances left on the final bill, increasing the amount of money the City is able to collect on final bills. Based on FY14 write off data, the proposed deposits could have reduced the total amount written off by approximately \$40,000.

Connection to Council Goal:

Effective governance.

Previous Council Decision on This:

No.

Options and Alternatives:

- 1) Adopt the Notice of Intention to adjust the utility deposits and establish July 1, 2014 as the date for a public hearing.
- 2) Do not adopt the Notice of Intention to adjust the utility deposits and do not establish July 1, 2014 as the date for a public hearing.

Background/History:

As previously noted, the water service deposits for the City of Flagstaff have remained the same for approximately 20 years. The amount of the deposit has lagged behind increases in utility rates and fees.

The proposed increases will bring the City's deposits closer to the average of other municipalities throughout the state. With available data, staff was able to calculate an average residential deposit of \$143.37, as of April 4, 2014. There is no exact average available for non-residential deposits due to the varying calculations used. However, a recommended ratio of non-residential deposit to residential deposit of 2.00 was derived using readily available information.

There are several steps a municipality must complete as required by state law to consider and adopt changes to its utility rates, fees and charges. All utility rates, fees and charges must be "just and reasonable" and therefore a written report and/or data supporting the changes to utility deposits is required. This staff report along with the attached data are intended to satisfy this legal requirement. The following calendar provides a brief outline of the required steps and the dates identified by staff for the City to fully comply with Arizona Revised Statutes (A.R.S. § 9-511.01):

April 28, 2014	Notice of proposed changes placed on main City website page at least 60 days prior to Council action.
May 20, 2014	Written report and data supporting the utility deposit changes placed on file at the City Clerk's office. Council adopts "Notice of Intention" by motion - notice to the public that the City is considering a new or adjusted rate, fee, or charge and setting a public hearing date, time and place.

June 1, 2014	Publish Notice of Intention in a newspaper of general circulation in the area of the municipality with the date, time, and place of the public hearing.
July 1, 2014	Hold a public hearing and consider adoption of ordinance amending Section 7-03-001-0003 of the City Code; read the ordinance for the first time.
July 15, 2014	Read the ordinance for the second and final time.
On or about September 1, 2014	If approved, the new deposit rates become effective 30 days after adoption of the ordinance.

Key Considerations:

The current deposit the City charges is significantly lower than other municipal utilities throughout the state. With available data, staff was able to calculate an average residential deposit of \$143.37, as of April 4, 2014. There is no exact average available for non-residential deposits due to the varying calculations used. However, a recommended ratio of non-residential deposit to residential deposit of 2.00 was derived using readily available information. With the proposed increases to the deposits, the City will also allow new customers to have the deposits billed in a maximum of three monthly installments, upon request.

Community Benefits and Considerations:

The increase in utility deposits will reduce the final amount of accounts that are written-off each year.

Community Involvement:

Inform

Attachments:

[Notice of Intention](#)

[Utility Deposit Report](#)

**NOTICE OF INTENTION TO CHANGE CITY OF FLAGSTAFF WATER SERVICE UTILITY
DEPOSITS**

AND NOTICE OF PUBLIC HEARING

Pursuant to A.R.S. § 9-511.01 the City of Flagstaff hereby gives notice of the following:

The City of Flagstaff currently requires a \$25 deposit to establish a new residential water service utility account. The City proposes to increase the required deposit to \$150.

The City of Flagstaff currently requires a deposit to establish a new non-residential water service utility account, which is a dollar value based on a two month estimate of the monthly water bill. The City proposes to change the non-residential water service utility deposit to a uniform sum of \$300.

The changes are being proposed in order to reduce financial losses incurred when customers fail to pay for water service, and to provide for a more uniform system of deposits. The proposed deposit amounts are based on average monthly utility bills. The deposits are refundable and some customers qualify for an exemption pursuant to the City Code, Section 7-03-001-0003.

If approved, the new deposit requirements will be effective on or about September 1, 2014.

The City Council will conduct a public hearing and consider approval of the proposed changes at the following date and time

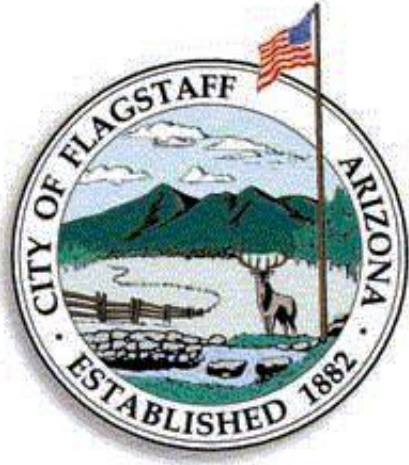
**July 1, 2014 at 6:00 p.m.
City Council Chambers
211 W. Aspen Avenue
Flagstaff, Arizona 86001**

A first reading of an ordinance to approve the changes may occur on this date.

Please contact Andy Wagemaker, Revenue Director, (928) 213-2260 if you have any questions or to obtain a copy of the proposed utility deposit changes. A written report and data concerning the proposed changes will be on file with the City Clerk and available for public inspection at least thirty (30) days prior to the public hearing.

Date adopted by motion of City Council: _____

City of Flagstaff



Water Service Utility Deposit Report

May 20, 2014

Andy Wagemaker, Revenue Director

I. Background

The City of Flagstaff operates water, reclaimed water, and wastewater networks within the City. These networks serve an estimated 20,000 residential and non-residential utility accounts.

The water service utility deposits for the City of Flagstaff have remained the same for approximately 20 years. The current amount of the deposit has lagged behind increases in utility rates and fees. The most recent rate study, completed in 2010, updated water, reclaimed water, and wastewater rates, leaving all other fees and charges the same. This report serves as a recommendation for revised residential and non-residential deposits.

II. Objective

The current analysis will address the following objectives:

- Calculate a water service utility deposit charge for residential accounts.
- Calculate a water service utility deposit charge for non-residential accounts.

III. Deposit Calculation

The deposit calculation for residential accounts is based upon the 2012-2013 winter sewer average calculation of 4,448 gallons. For purposes of the deposit calculation, a typical residential account with a reduced amount of 4,000 gallons is used. A two month average is used to best approximate charges on the final bill sent to a customer. Utilizing current rates effective January 1, 2014, the deposit is calculated as follows:

RESIDENTIAL DEPOSIT CALCULATION		
	Monthly Consumption (in gallons)	Dollar Amount
3/4" Meter Base Charge	N/A	\$ 13.03
Water Charge	4,000	\$ 10.96
Water Energy Surcharge	4,000	\$ 3.60
Sewer Charge	4,000	\$ 15.20
Environmental Fee	N/A	\$ 4.00
Trash Charge	N/A	\$ 17.73
Stormwater Charge	N/A	\$ 3.90
Sales Tax	N/A	\$ 2.33
ADEQ Tax	N/A	\$ 0.02
TOTAL:		\$ 70.77
	2 Months Average Bill:	\$ 141.54
	Recommended Deposit:	\$ 150.00

Due to the varied rate classes and consumption patterns of non-residential accounts, the deposit calculation for non-residential accounts is based upon a review of other Arizona municipalities with readily available information that charge a flat non-residential deposit. Based upon that information, an average ratio of the non-residential deposit amount to the residential deposit amount was calculated at 1.70, as found in the table below.

NON-RESIDENTIAL TO RESIDENTIAL DEPOSIT RATIO CALCULATION			
	Residential Deposit	Non-Residential Deposit	Ratio
Prescott	\$ 125.00	\$ 125.00	1.00
Tempe	\$ 50.00	\$ 150.00	3.00
Gilbert	\$ 200.00	\$ 200.00	1.00
Surprise	\$ 182.40	\$ 249.72	1.37
Glendale	\$ 200.00	\$ 250.00	1.25
Winslow	\$ 100.00	\$ 275.00	2.75
Avondale	\$ 175.00	\$ 300.00	1.71
El Mirage	\$ 200.00	\$ 300.00	1.50
AVERAGES:		\$ 231.22	1.70
Recommended Ratio:			2.00

Using the recommended ratio of 2.00, the deposit is calculated as follows:

NON-RESIDENTIAL DEPOSIT CALCULATION	
Residential Deposit:	\$ 150.00
2x Residential Deposit:	\$ 300.00
Recommended Deposit:	\$ 300.00

IV. Conclusion

City staff developed recommended deposits from internally available information. This information forms the basis for the updated deposit recommendations of \$150 for residential accounts and \$300 for non-residential accounts. Staff will continue to periodically analyze internal deposits and provide updates as changes in operations occur.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Patrick Bourque, Public Works Section Head,
Public Works
Co-Submitter: Rick Compau, Purchasing Director
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE:

Consideration of Proposals: Purchase of Property For The Core Services Maintenance Facility
(Consider proposals submitted in response to RFP 2013-44).

RECOMMENDED ACTION:

Reject all proposals as submitted for Request for Proposals (RFP) 2013-44 for the purchase of Property for the Core Services Maintenance Facility and approve the McAllister Ranch property for the construction of the Facility.

Policy Decision or Reason for Action:

There were a total of nine (9) proposals submitted for the RFP and Baylu Group, LLC (proposed property at far North end of Cortland Blvd, near Country Club and I-40 Interchange) rose to the top as the highest scoring Proposer. City staff, in conjunction with a local professional design firm, conducted extensive onsite/offsite infrastructure, design, review and construction cost analysis for both Baylu Group, LLC's Cortland Blvd. property and the McAllister Ranch property. Given the results of the cost comparisons between both properties, Baylu Group, LLC's Cortland Blvd. property would be significantly more expensive to construct the Core Services Maintenance Facility than the McAllister Ranch property. City staff negotiated with Baylu Group, LLC. However, an acceptable agreement could not be reached.

Financial Impact:

We will be committing the \$14,000,000 bond money approved by the voters, as well as requesting the reinstatement of the \$2.50 per ton surcharge at the landfill to pay for the Solid Waste portion of the new yard. The reinstatement would produce revenue we could borrow against and that, coupled with what we currently have in our legal reserve fund for this project, would give us \$4,400,000 for the Facility.

Connection to Council Goal:

Address Core Services Maintenance Facility

Previous Council Decision on This:

In 2012/2013, Council rejected the F.W. Thompson (Wayne Thompson) proposed property because an acceptable agreement could not be reached and directed City staff to go back out and advertise a new RFP.

Options and Alternatives:

1. Select McAllister Ranch for the site for the Facility.
2. Select the Baylu Property for the site for the Facility.
3. Reconsider one of the other proposers from the RFP.
4. Go back out for RFP to see if there are any additional sites to locate the Facility.

Background/History:

In the spring of 2012, a bond question was approved to be placed on the November 2012 ballot for voters to approve \$14,000,000 for a new Core Services Maintenance Facility. The voters approved this bond initiative and the City's Purchasing Section advertised a RFP for the purchase of property for the new Core Services Maintenance Facility. The City received one (1) proposal response from Wayne Thompson and negotiations began. Negotiations with Wayne Thompson continued into early 2013. With the parties unable to reach an acceptable agreement, negotiations were formally terminated and the proposal was rejected by Council with direction for staff to go back out with an RFP. The City's Purchasing Section advertised a 2nd formal competitive (RFP) for the purchase of approximately 20 contiguous acres of developable land for a new Core Services Maintenance Facility for the Public Works Division. The RFP was structured to allow for the purchase of property only or purchase property and exchange City owned property (specifically the current Mogollon property and the McAllister Ranch property) to assist in offsetting the purchase of any other proposed property. The RFP document also referenced the McAllister Ranch as a competing piece of property along with all other proposed property sites. The RFP was advertised on July 22, 2013, with proposals due on or before September 24, 2013. This time frame for advertising the RFP allowed for approximately nine (9) weeks for prospective Proposers to be made aware of the RFP and submit a proposal response. The Purchasing Section held two (2) Pre-proposal Conferences to go over the project description/scope of work and evaluation criteria, as well as answer any questions from prospective Proposers. The City received a total of nine (9) proposals involving eight (8) separate properties. One (1) of the proposals submitted involved two (2) different offers for the same proposed property. The RFP outlined four (4) evaluation criteria as follows:

- Location (30%)
- Offer Price (25%)
- Quality of Onsite and Offsite Infrastructure (25%)
- Functional Existing Facilities That Would Support the Core Services Functions (20%)

The evaluation committee was comprised of a total of nine (9) evaluators, with representation from the following areas:

- Public Works--- (2) evaluators
- Utilities ---(1) evaluator
- Management Services/Finance--- (1) evaluator
- Economic Vitality--- (1) evaluator
- Community Development/Planning---(1) evaluator
- City Manager's office---(1) evaluator
- Flagstaff Chamber of Commerce---(1)
- APS---(1) evaluator

After a complete evaluation and scoring of proposal responses, Baylu Group, LLC (proposed property at far North end of Cortland Blvd, near Country Club and I-40 Interchange) rose to the top as the highest scoring Proposer.

Key Considerations:

City staff has spent extensive time and money on comparing Baylu Group, LLC's Cortland Blvd. property and the McAllister Ranch property to determine the best choice for the City. Site plans were developed for both properties to determine if and how the facilities would fit on each site and costs associated with building those facilities. Future expansion of facilities on the Baylu Group, LLC's Cortland Blvd. property would require new construction costs compared to McAllister where future expansion costs would be adding on to existing facilities which is less expensive than new construction.

In addition, the City would have to encumber approximately 7 acres of park land adjacent to the Baylu Group, LLC's Cortland Blvd. property for future expansion. City staff have taken into consideration not only location but also compared on-site and off-site infrastructure costs for each location as well as estimating the annual operational and maintenance costs associated with each site. Appraisals were performed on the City's McAllister Ranch and Mogollon properties for purposes of discussing the three options to sell submitted in the Baylu Group, LLC's Cortland Blvd. property proposal. An appraisal was also performed on the Baylu Group LLC's Cortland Blvd. property to compare it to their asking price. Staff also communicated with the Baylu Group, LLC representatives during the due diligence process as to our progress and timeline and shared with them the results.

Expanded Financial Considerations:

The cost of Baylu Group, LLC's Cortland Blvd. property is \$5,660,000 as submitted in their proposal. This figure is compared to the McAllister Ranch property which is already owned by the City. A local professional design firm, Shephard Wesnitzer, Inc., performed on-site off-site comparison of costs associated with each property as well as building and construction costs. These costs are \$22,553,679 for the Baylu Group, LLC's Cortland Blvd. property and \$21,431,955 for McAllister Ranch. The appraisal for McAllister Ranch is \$2,178,000 and \$2,256,000 for the Mogollon Property. It should be noted here that the appraisal for the Baylu Group, LLC's Cortland Blvd. property is \$5,200,000. There is also an estimated cost, based on the Baylu Group, LLC's Cortland Blvd. property appraisal, for adjacent City owned property needed to make the Baylu Group, LLC's Cortland Blvd. property a viable option for the Facility. That estimate is \$1,926,955. Operational and Maintenance (O&M) cost estimates for each property were conducted by City staff which shows it would be approximately \$77,500 more annually to operate from the McAllister Ranch property than Baylu Group, LLC's Cortland Blvd. property. We also have the \$14,000,000 voter approve debt and \$4,400,000 from Solid Waste.

The Baylu Group, LLC's Cortland Blvd. property has 3 sales options:

Option 1. Proposal Price of \$5,660,000. Adding in the Design, Review, Buildings and Construction costs from SWI of \$22,553,679, and the City Land Lost Opportunity Cost for the land adjacent to the Baylu Group, LLC's Cortland Blvd. property of \$1,926,222, we have a Move On Cost of \$30,139,901. Our resources for this option are \$14,000,000, \$4,400,000, \$2,178,000 and \$2,256,000 for a total of \$22,834,000 or a \$7,305,901 shortfall. There is also a Move On Cost Difference Baylu versus McAllister of \$10,963,946, which would be reduced upon the City selling our two properties. At an annual O&M cost difference of \$77,435, and a 0% Present Value of Money, it would take 142 years to break even on the up front payout of \$10,963,946 to select this option over McAllister Ranch.

Options 2 and 3 are combined for this example. These options were connected by an offer of a Property Cost of \$5,660,000 and a reduction of that Cost for the trade of Mogollon for \$850,000 and further discussions on the McAllister property before they would make us a firm trade offer. The Property Cost of \$5,660,000 is reduced by the appraised value for McAllister of \$2,178,000 and Mogollon of \$2,256,000. This reduces the Proposal Price to \$1,226,000 out of pocket expense. Adding in the Design, Review, Buildings and Construction costs from SWI of \$22,553,679, and the City Land Lost Opportunity Cost for the land adjacent to the Baylu Group, LLC's Cortland Blvd. property of \$1,926,222, we have a Move On Cost of \$25,705,901. Our resources for this option are \$14,000,000, \$4,400,000 for a total of \$18,400,000 as the McAllister and Mogollon properties are traded in the deal. There is a \$7,305,901 shortfall. There is also a Move On Cost Difference Baylu versus McAllister of \$6,529,946. At an annual O&M cost difference of \$77,435, and a 0% Present Value of Money, it would take 84 years to break even on the up front payout of \$6,529,946 to select this option over McAllister Ranch.

McAllister Ranch

Proposal Price is \$0 as the City owns the property. The Design, Review, Buildings and Construction costs from SWI of \$21,431,995 are reduced by the appraised value of Mogollon of \$2,256,000 for a Move On Cost of \$19,175,955. Our funds for this option are \$14,000,000, \$4,400,000 for a total of \$18,400,000 which leaves us with a \$775,955 shortfall.

Community Benefits and Considerations:

The community around the current site on Mogollon will benefit because we will be moving our operations out of the residential area.

Community Involvement:

Inform

Expanded Options and Alternatives:

1. Select McAllister Ranch for the site for the Facility.
2. Select the Baylu Property for the site for the Facility.
3. Reconsider one of the other proposers from the RFP.
4. Go back out for RFP to see if there are any additional sites to locate the Facility.

Attachments: S:\Public Works\Core Services\Presentation Scenerio.xlsx
Proposed Property Rankings

BAYLU VS MCALLISTER COST COMPARISONS

		Baylu Option 1	Baylu Option 3 Pay 100% Appraisal Both Properties
Property Cost			
	Proposal Price	5,660,000	5,660,000
	Trade/Appraisal	0	4,434,000
Proposal Price		5,660,000	1,226,000
Total Design, Review, Buildings and Const		22,553,679	22,553,679
City Land Lost Opportunity Cost		1,926,222	1,926,222
Move On Cost		30,139,901	25,705,901
Total Resources		22,834,000	18,400,000
Resources Shortfall		(7,305,901)	(7,305,901)
Move On Cost Difference Baylu vs McAllister		10,963,946	6,529,946
Annual O and M Costs Baylu vs McAllister	77,435		
Years to Realize Return at 0% PVM		142	84
Resources of Funds			
	Bond	14,000,000	
	Solid Waste Contribution	4,400,000	
Total Resources of Funds		18,400,000	
Other Resources			
	McAllister Appraisal	2,178,000	
	Mogollon Appraisal	2,256,000	
Other Considerations:			
	Baylu Appraisal	5,200,000	

BAYLU VS MCALLISTER COST COMPARISONS

McAllister
Ranch

0

(2,256,000)

(2,256,000)

21,431,955

0

19,175,955

18,400,000

(775,955)

CITY OF FLAGSTAFF

RFP: PROPERTY FOR CORE SERVICES MAINTENANCE FACILITY

RFP NO.: 2013-44

RANKING IN ORDER OF HIGHEST TO LOWEST

PROPOSER NAME	PROPOSED PROPERTY LOCATION	# OF ACRES
Baylu Group	I-40, East of Country Club Dr. (Behind the Mobile Convenience Store)	19.26
Johnson Trust	89 North and Landfill Rd.	117
Northern Az. Properties, Offer #1	West Rt. 66--Nebs building and property	23.5
Buckingham Family Trust	Leupp Rd. (Near Auto Recyclers)	19.26
Brookstone Ventures	Butler Ave., East of Little America (North side)	17.1
Luke Investors Partnership	I-40, East of Flagstaff Ranch Rd.	20
KC Pioneer, LLC	West Rt. 66--Kit Carson Trailer Park	23.25
Northern Az. Properties, Offer #2	West Rt. 66--Nebs building and property	12
Forest Ring, LLC	Butler Ave., East of Black Barts (North Side)	10.74

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Michelle D'Andrea, City Attorney
Co-Submitter: Walt Miller
Date: 05/16/2014
Meeting Date: 05/20/2014



TITLE:

Consideration and Adoption of Resolution No. 2014-21 : A resolution of the Council of the City of Flagstaff, Arizona, declaring the use of portable communication devices in the City of Flagstaff to be a matter of local concern and such matter will be governed by a City ordinance.

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-21 by title only
- 2) City Clerk reads Resolution No. 2014-21 (if approved above)
- 3) Adopt Resolution No. 2014-21

Policy Decision or Reason for Action:

Coconino County adopted a distracted-driving ordinance that is applicable within incorporated areas of the County. The City of Flagstaff may opt in or out of the ordinance as it applies to its jurisdictional boundaries.

Financial Impact:

No direct financial impact.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

No formal decision. Council, however, instructed Staff to draft a resolution enabling the City to opt out of the County's distracted driving ordinance at the Work Session on May 13, 2014.

Options and Alternatives:

1. Opt into the County's distracted driving ordinance, resulting in enforcement of the ordinance within the City limits.
2. Opt out of the County's distracted driving ordinance, resulting in no enforcement of the ordinance within the City limits, with the intention of adopting a City ordinance on this subject matter.

Community Involvement:

Inform.

Attachments: Resolution 2014-21

RESOLUTION NO. 2014-21

**RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA,
DECLARING THE USE OF PORTABLE COMMUNICATION DEVICES IN THE
CITY OF FLAGSTAFF TO BE A MATTER OF LOCAL CONCERN AND SUCH
MATTER WILL BE GOVERNED BY A CITY ORDINANCE**

RECITALS:

WHEREAS, the Coconino County Board of Supervisors adopted Ordinance 2014-03 which instituted a Ban of Portable Communication Devices and Texting While Operating a Motor Vehicle on April 22, 2014; and

WHEREAS, the Coconino County Board of Supervisors drafted the ordinance to include incorporated areas of the County; and

WHEREAS, Arizona Revised Statutes Section 11-251.05(D) indicates that a city or town shall consider ordinances passed by a county that are meant to be applicable within incorporated areas prior to such ordinance becoming effective; and

WHEREAS, the Flagstaff City Council considered the Coconino County Ordinance 2014-03 and found the substance of the ordinance to be a matter of local concern; and

WHEREAS, the Flagstaff City Council intends to further discuss the subject matter of the Coconino County Ordinance 2014-03 and adopt an ordinance on the subject matter.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA does hereby find that the use of portable communication devices in the City of Flagstaff is a matter of local concern and does not approve the application or enforcement of such ordinance within the boundaries of the City of Flagstaff.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of May, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 05/14/2014
Meeting Date: 05/20/2014



TITLE

Consideration of Changing August City Council Meeting Date: Tuesday, August 26, 2014, to Monday, August 25, 2014.

RECOMMENDED ACTION:

Authorize staff to move the August 26, 2014, Council Meeting to August 25, 2014.

INFORMATION

The Flagstaff City Council is scheduled for a Summer Break between Wednesday, July 16, 2014, through Monday, August 25, 2014, with the Council Meeting for August, as required by the City Charter, scheduled for Tuesday, August 26, 2014. However, this year's Primary Election is scheduled for Tuesday, August 26, 2014, and it was suggested that the Council meeting be moved as they are usually full agendas after the break.

Attachments: