FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JUNE 17, 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 Regular Meeting of June 3, 2014; and the Special Meeting (Executive Session) of June 10, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Regular Meeting of June 3, 2014; and the Special Meeting (Executive Session) of June 10, 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: Board of Adjustment.

RECOMMENDED ACTION:

Make one appointment to term expiring May 2017.

8. LIQUOR LICENSE PUBLIC HEARINGS

None

9. CONSENT ITEMS

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

A. Consideration and Approval of Sole Source Purchase: Purchase of advertisements from Republic Media Advertising (Arizona Republic, AZ Central.com, and LaVoz Spanish publication)

RECOMMENDED ACTION:

Approve the purchase with Republic Media Advertising in an amount not to exceed $75,000.

B. Consideration and Approval of the Flagstaff Cool Zone Purchase: Purchase of a signage asset (sign or design element within a specified area) with Legends Entertainment District located in downtown Phoenix.

RECOMMENDED ACTION:

Approve the purchase of the Flagstaff Cool Zone with Legends Entertainment District in the amount of $65,000.

C. Consideration and Approval of Contract: Consideration and approval of the Agreement with Mead and Hunt, Inc. for the Federal Aviation Administration grant funded (AIP 37) Airport Sustainability Master Plan ***(Approve an agreement with consulting firm Mead and Hunt, Inc. in the amount of $271,097.65 for preparation of an Airport Sustainability Master Plan).***

RECOMMENDED ACTION:

1) Approve the Agreement between Mead & Hunt, Inc. and the City of Flagstaff in the amount of $271, 097.65, subject to approval by the Federal Aviation Administration (FAA) and Arizona Department of Transportation (ADOT) Multimodal Planning.
2) Authorize the City Manager to execute the necessary documents.

D. **Consideration and Acceptance of Bid:** 2014-75 for Utility ITRON Reader Water Communication Modules

RECOMMENDED ACTION:

Accept bid from National Meter and Automation, Inc. for the purchase of Itron Water Communication Modules in the amount of $95,000 annually. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Final Plat:** A request from Miramonte Homes for Final Plat approval for Forest Springs Townhomes Unit 2, a 70-unit residential townhome subdivision on a 15.07-acre site located at 1115 North Flowing Springs Trail in the Medium Density Residential (MR) zone

RECOMMENDED ACTION:

Staff recommends approving the final plat with the conditions outlined in the staff summary and its attachments, and authorizing the Mayor to sign both the plat and City/Subdivider Agreement when notified by staff that all conditions have been met and documents are ready for recording

F. **Consideration and Approval of Contract:** Sinclair Wash Sewer Interceptor Replacement Project ***(Approve contract with Eagle Mountain Construction, Inc. for Sinclair Wash Sewer Interceptor Replacement Project).***

RECOMMENDED ACTION:

1) Award the construction contract to Eagle Mountain Construction, Inc. of Flagstaff, Arizona in the total award amount of $186,500.00 which includes $28,120.00 in contract allowance. The contract period is 60 calendar days; and
2) Authorize Change Order Authority to the City Manager in the amount of $10,000.00 (6% of the bid contract amount, less contract allowance) for unanticipated additional costs; and
3) Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Engineering Design Professional Services Contract**: Butler Avenue Traffic Signal Control System ***(Approve agreement with Lee Engineering, LLC in the amount of $99,660.00).***

RECOMMENDED ACTION:

1) Award the Engineering Design Professional Services Contract to Lee Engineering, LLC of Phoenix, Arizona in an amount not to exceed $99,660.00, including a $4,983.00 contract allowance and a calendar day contract period of 357 days; and
2) Approve Change Order Authority to the City Manager in the amount of $9,966.00 (10% of contract amount excluding allowance) for unanticipated or additional items of work; and
3) Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of Final Plat** A request from TLC PC AZ, LLC., for White Pines Townhomes at Pine Canyon, a 36-unit residential townhouse subdivision and an amended final plat of Mountain Vista Condominium at Pine Canyon. The site is 8.06 acres in size and located at 3002 S. Clubhouse Circle in the Pine Canyon subdivision. The site is zoned R1, Single-Family Residential.

RECOMMENDED ACTION:

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

I. **Consideration and Approval of Final Plat** A request by Miramonte Homes for Tract B of Presidio in the Pines, a subdivision of 14 single-family residential townhomes on approximately 1.65 acres located at 2700 S Presidio Drive South within the Highway Commercial (HC) zone.

RECOMMENDED ACTION:

Staff recommends approving the final plat with the conditions outlined in the staff summary and its attachments, and authorizing the Mayor to sign both the plat and City/Subdivider Agreement when notified by staff that all conditions have been met and documents are ready for recording.

J. **Consideration of Appointment:** City Attorney

RECOMMENDED ACTION:

Reappoint Michelle D'Andrea as the City Attorney for the City of Flagstaff

K. **Consideration of Purchase under the Strategic Alliance for Volume Expenditures (S.A.V.E.) Contract:** Contract Employment Program for Retirees - Employee leaseback.

RECOMMENDED ACTION:

Approve the purchase from Smart Works Plus for an annual amount up to $800,000 plus applicable taxes

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Grant Application:** Consideration authorizing the submission of a grant application to the U.S. Department of Justice, FY2014 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,330 to pay for Police Staff Overtime and a Rapid Deployable Portable Repeater for Coconino County Sheriff's Department and authorizing the acceptance upon award of the grant agreement.

RECOMMENDED ACTION:

Approve the Submission of a Grant Application and Authorize Acceptance upon Award for the U.S. Department of Justice, FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) for an amount of $24,330.

B. **Consideration and Approval of an Intergovernmental Agreement:** Consideration authorizing the approval of an Intergovernmental Agreement between the City of Flagstaff and Coconino County (County) for submission of a grant application to the U.S. Department of Justice, FY 2014 Edward Byrne Memorial Justice Assistance (JAG) Grant.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement with Coconino County for the FY 2014 Edward Byrne Memorial Justice Assistance Grant in an amount of $7,299 for the purchase of a Rapid Deployable Portable Repeater

C. **Consideration and Approval of the award of Construction Contract:** Innovation Mesa Business Accelerator and Alternate/Secondary Emergency Operations Center.

RECOMMENDED ACTION:

1) Approve the award of Construction Contract to FCI Constructors, Inc., and approve the Construction Contract with FCI Constructors Inc. in the amount of $5,938,338.00, and a 340 calendar-day contract period; and
2) Approve Change Order Authority to the City Manager in the amount of $297,000 (5% of contract amount excluding allowance) for unanticipated or additional items of work; and
3) Authorize the City Manager to execute the necessary documents.

D. **Consideration and Adoption of Resolution No. 2014-27:** A resolution of the Mayor and Council of the City of Flagstaff, Arizona, declaring for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to the U.S. Geological Survey Campus Facilities Construction for the Innovation Mesa Business Accelerator.

RECOMMENDED ACTION:

1) Read Resolution No. 2014-27 by title only
2) City Clerk reads Resolution No. 2014-27 by title only (if approved above)
3) Adopt Resolution No. 2014-27

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 Possible Adoption of Resolution No. 2014-26:** A resolution amending the previous Flagstaff Area Regional Land Use and Transportation Plan to change the land use designation of approximately 33.6 acres of real property located at the southwest and southeast corners of Route 66 and Fourth Street and at the northwest corner of Huntington Drive and Fourth Street, from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial. ***(This is the development request from Evergreen Development for property located at 4th Street and Rt. 66 known as "The Trax")***

RECOMMENDED ACTION:

1) Hold the Public Hearing
2) Read the Resolution No. 2014-26 by title only
3) City Clerk read Resolution No. 2014-26 by title only (if approved above)
4) Adopt Resolution No. 2014-26

B. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2014-14:** An ordinance amending the Flagstaff Zoning Map designation of approximately 33.6 acres of real property located at the southwest and southeast corners of Route 66 and Fourth Street and at the northwest corner of Huntington Drive and Fourth Street, from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC). ***(Amending Zoning Map for "The Trax" commercial development).***

RECOMMENDED ACTION:

At the June 17, 2014 Council Meeting:
1) Hold the Public Hearing
2) Read Ordinance No. 2014-14 by title only for the first time
3) City Clerk reads Ordinance No. 2014-14 by title only for the first time (if approved above)

At the July 1, 2014 Council Meeting:
4) Read Ordinance No. 2014-14 by title only for the final time
5) City Clerk reads Ordinance No. 2014-14 by title only for the final time (if approved above)
6) Adopt Ordinance No. 2014-14

C. **Public Hearing For Proposed FY 2014 – 2015 Budget and Property Tax Levy.**

RECOMMENDED ACTION:

1) Open the public hearing, receive citizen input, and close the public hearing
2) Recess Regular Meeting and convene a Special Meeting

SPECIAL MEETING

Consideration and Adoption of Resolution No. 2014-20: A resolution of the City Council of Flagstaff, Arizona, for the adoption of the Budget for Fiscal Year 2014-15 and Public Hearing for Budget and Levy.

RECOMMENDED ACTION:

1) Read Resolution No. 2014-20 by title only
2) City Clerk reads Resolution No. 2014-20 by title only (if approved above)
3) Adopt Resolution No. 2014-20
4) Adjourn Special Meeting and reconvene Regular Meeting

15. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2014-12:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2015.

RECOMMENDED ACTION:

Meeting of June 17, 2014
1) Read Ordinance No. 2014-12 by title only for the first time
2) City Clerk reads Ordinance No. 2014-12 by title only (if approved above)
Meeting of July 1, 2014
3) Read Ordinance No. 2014-12 by title only for the final time
4) City Clerk reads Ordinance No. 2014-12 by title only (if approved above)
5) Adopt Ordinance No. 2014-12

B. **Consideration and Adoption of Resolution No. 2014-18:** A resolution of the City of Flagstaff, Arizona establishing a Donation and Memorial Program for the City's Parks within the City Memorial Policy.

RECOMMENDED ACTION:

1) Read Resolution No. 2014-18 by title only
2) City Clerk reads Resolution No. 2014-18 by title only (if approved above)
3) Adopt Resolution No. 2014-18

C. **Consideration and Possible 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 June 17, 2014 Council Meeting:
1) Read Ordinance No. 2014-11 by title only for the first time
2) City Clerk reads Ordinance No. 2014-11 by title only for the first time (if approved above)
At the July 1, 2014 Council Meeting:
3) Read ordinance No. 2014-11 by title only for the final time
4) City Clerk reads Ordinance No. 2014-11 by title only for the final time (if approved above)
5) Adopt Ordinance No. 2014-11

D. **Consideration and Approval of Preliminary Plat** A request from Westglen MHP, LLC for approval of a preliminary plat for a 201 manufactured dwelling unit condominium subdivision on 27.9 acres located at 1450 W Kaibab Lane, within the Manufactured Housing (MH) zone.

RECOMMENDED ACTION:

The Planning and Zoning Commission reviewed this request at their meeting on May 28, 2014 and recommends approving the preliminary plat.

E. **Consideration and Adoption of Ordinance No. 2014-13:** An ordinance of the Council of the City of Flagstaff, Arizona amending Flagstaff City Code Title 6, Police Regulations, Chapter 6-01, General Offenses, by adding a new Section 6-01-001-0004, Graffiti Prohibited; and amending Title 7, Health and Sanitation, by adding a new Chapter 7-01, Graffiti Abatement.

RECOMMENDED ACTION:

At the meeting of June 17, 2014
1) Read Ordinance No. 2014-13 by title only for the first time
2) City Clerk reads Ordinance No. 2014-13 by title only for the first time (if approved above)
At the meeting of July 1, 2014
3) Read Ordinance No. 2014-13 by title only for the final time
4) City Clerk reads Ordinance No. 2014-13 by title only for the final time (if approved above)
5) Adopt Ordinance No. 2014-13

16. DISCUSSION ITEMS

A. **Road Repair and Street Safety Initiative**

RECOMMENDED ACTION:

Discussion Only

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.

i. Tusayan ADOT Update

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

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	06/13/2014
Meeting Date:	06/17/2014

TITLE

Consideration and Approval of Minutes: City Council Regular Meeting of June 3, 2014; and the Special Meeting (Executive Session) of June 10, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Regular Meeting of June 3, 2014; and the Special Meeting (Executive Session) of June 10, 2014..

INFORMATION

Attached are copies of the minutes of the City Council Regular Meeting of June 3, 2014; and the Special Meeting (Executive Session) of June 10, 2014..

Attachments: 06.03.2014.CCRM.Minutes
06.10.2014.CCSMES.Minutes

REGULAR COUNCIL MEETING
TUESDAY, JUNE 3, 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 June 3, 2014, to order at 4:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

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; Sterling Solomon, Deputy City Attorney.

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

MISSION STATEMENT

The audience and City Council recited the Pledge of Allegiance and Mayor Nabours read the City's Mission Statement.

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Special Meeting (Executive Session) of April 29, 2014; the Regular Meeting of May 20, 2014; and the Special Meeting (Executive Session) of May 27, 2014.

Councilmember Woodson moved to approve the minutes of the City Council Special Meeting (Executive Session) of April 29, 2014; the Regular Meeting of May 20, 2014; and the Special Meeting (Executive Session) of May 27, 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).

None

8. LIQUOR LICENSE PUBLIC HEARINGS

None

9. CONSENT ITEMS

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

Mayor Nabours removed Items 9-A and 9-B from the Consent Agenda.

Councilmember Barotz moved to approve Consent Items 9-C through 9-G; seconded; passed unanimously.

C. **Consideration and Approval of Agreement:** Flagstaff Watershed Protection Project (FWPP) Participating Agreement Supplemental Project Agreement (SPA)14-PA-11030408-013: Boundary Line Survey with U.S. Forest Service Coconino National Forest ***(Approve agreement with USFS for reimbursement for survey work to be implemented by USFS in connection with the FWPP).***

MOTION: Approve FWPP SPA 14-PA-11030408-013 Boundary Line Survey with U.S. Forest Service Coconino National Forest.

D. **Consideration and Approval of Agreement:** Flagstaff Watershed Protection Project (FWPP) Intergovernmental Agreement No. 14-1: Equestrian Parcel Forest Treatment Agreement with AZ State Forestry Division ***(Approve Intergovernmental Agreement with AZ State Forestry Division for forest treatment work associated with the FWPP).***

MOTION: Approve FWPP Intergovernmental Agreement 14-1 Equestrian Parcel Forest Treatment Agreement with AZ State Forestry Division

E. **Consideration and Approval of Agreement:** Agreement for Professional Services for the Flagstaff Watershed Protection Project (FWPP): City of Flagstaff and Greater Flagstaff Forests Partnership ***(Approve Agreement for Professional Services with GFFP for services associated with the FWPP).***

MOTION: Approve Agreement for Professional Services for the FWPP with Greater Flagstaff Forests Partnership (GFFP).

F. **Consideration and Approval of Contract:** Switzer Canyon Transmission Main Project Phase II ***(Award of construction contract to Redpoint Contracting, L.L.C. for construction of the Switzer Canyon Transmission Main Project Phase II).***

MOTION:
1) Award the construction contract to Redpoint Contracting, L.L.C. of Phoenix, Arizona in the total award amount of $1,217,213.00, which includes $25,000.00 in contract allowance. The contract period is 120 calendar days; and
2) Authorize Change Order Authority to the City Manager in the amount of $119,220 (10% of the bid contract amount, less contract allowance) for unanticipated additional costs; and
3) Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** Walapai Alley / San Francisco Alley Water & Sewer Improvement Project ***(Approve contract with McDonald Bros. Construction, Inc. for Walapai Alley/San Francisco Alley Water and Sewer Improvement Project).***

MOTION:
1) Award the construction contract to McDonald Bros. Construction, Inc. of Camp Verde, Arizona in the total award amount of $374,866.56, which includes the base and alternate bids. The base and alternate bid includes a total of $19,878.16 in contract allowance. The contract period is 120 calendar days; and
2) Authorize Change Order Authority to the City Manager in the amount of $35,500.00 (10% of the bid contract amount, less contract allowance) for unanticipated additional costs; and
3) Authorize the City Manager to execute the necessary documents.

Discussion then continued on Item 9-B.

B. **Consideration and Approval of Contract:** Services Agreement; Desktop Office Supplies

Chris Keeler of Quality Connections addressed the Council noting that they currently have a contract with the City for recycling of cartridges but they have been selling office supplies for over five years and carry everything that Office Max sells, and they provide jobs to locals, including those with disabilities.

Councilmember Oravits asked how they operate. Mr. Keeler said that they started out with one client and have now grown to four group homes. They are based in Flagstaff and this will be their headquarters. He explained that they work with the RSA and DBE and that is where they get some of their funding.

Councilmember Barotz said that she trusted that he was at the meeting because they were not selected for the RFP. Mr. Keeler said that he was there to give the facts. He said that they can supply the same supplies but have better impacts on the community.

Mayor Nabours said that this is an issue that the Council has attempted to deal with but they have certain limitations.

Senior Purchasing Specialist Amy Hagin said that there was nothing in the RFP that would have been a point value for providing jobs to those with disabilities. She said that would not be typical for something simple like office supplies. She said that as it stands, the fact that they might be a local business competing does not make a difference.

Purchasing Director Rick Compau explained that Office Max meets the definition of a local vendor when they have a local presence, regardless that they are a bigger corporation. He said that they currently do not have a set aside program for formal solicitations like this.

City Attorney Michelle D'Andrea noted that the City of Tucson is currently being sued by the Goldwater Institute for giving preferential treatment.

Ms. Hagin reviewed the RFP process, noting that they had five staff members on the selection team.

Vice Mayor Evans questioned the comment under Community Participation portion of the staff summary as being “empowered,” and said that she did not believe that the term was being used correctly in this situation.

Mr. Burke said that the Council had two options—1)award the agreement to Office Max; or 2) not go with Office Max, but they would then have to rule that Office Max was not a responsive bidder and he did not believe they could support that standing.

Ms. Hagin said that if Quality Connection was not satisfied with the process they would have the ability to perform a vendor protest, but they would have to prove there was a partial process.

Councilmember Oravits asked if they could reject all bids and do a new RFP. Councilmember Woodson said that there are set asides available for these kind of businesses, but it was not part of this RFP, so they may not save this one, although they may want to look at adding that language in the future.

Ms. Hagin said that it would take another six to eight weeks to reissue a new RFP. She said that the proposal was for a three-year term with two one-year renewals.

Councilmember Barotz said that if they reject the proposal they could possibly see a price increase between now and the time of a new contract, costing the City more money. Ms. Hagin said that was correct. She explained that the current contract has expired but Office Max has agreed to extend the current pricing for the time being.

After further questions, **Councilmember Brewster moved to recess into Executive Session for legal advice; seconded; passed 5-2 with Mayor Nabours and Councilmember Woodson casting the dissenting votes.**

The Flagstaff City Council recessed the Regular Meeting of June 3, 2014, at 4:27 p.m. and returned at 4:37 p.m.

After brief discussion **Councilmember Woodson moved to accept the Proposal and approve the agreement with OfficeMax North America, Inc. for annual purchases of desktop office supplies; and authorize the City Manager to execute the necessary documents; seconded; passed unanimously.**

Councilmember Oravits said that they brought up a good discussion and he appreciated Mr. Keeler coming forward. He looked forward to resolving this issue in the future.

Discussion then turned to Item 9-A.

A. **Consideration and Approval of Contract**: Fiscal Year 2014-2015 Service Partner Contract for Community Health and Human Services to be provided by United Way of Northern Arizona ("UWNA") ***(Approve Service Agreement with***

United Way of Northern Arizona in the amount of $293,750 for Fiscal Year 2014-2015).

Vice Mayor Evans declared a conflict of interest and left the dais at this time.

Mayor Nabours noted that the Council had been given an additional paragraph to consider plugging into the agreement indicating that the "provider understands and agrees that appropriations for purposes of this agreement are and shall be determined by Council each year."

Councilmember Barotz added that it was important that they make a sincere effort to remind everyone that this was not a donation, but rather a service agreement. The City is hiring United Way to perform a service for them that they could do themselves, but they choose not to as it takes out the element of personal preference among members.

The following individuals spoke in support of the agreement with United Way:

- Myrna Rodriguez Carter
- Richard Bowen

Brief discussion was held on the benefits of the Volunteer Income Tax Assistance (VITA) Program and the positive economic impact it had on the City.

Discussion was held on how they arrived at the requested amount. It was noted that the amount had been reduced in prior years due to the economy and this was the amount suggested by the City. Mr. Burke added that while they have had to reduce numbers in the past, they have oftentimes tried using one-time funds to offset some of the reductions.

Staff was asked why the RFP was not brought to Council prior to it being distributed. Mr. Compau noted that the RFP went out on March 7. Mr. Burke added that he had asked staff to review the scope of the RFP at last week's meeting to address some of the prior questions, but unfortunately not all of the councilmembers were present to hear that discussion.

United Way Director Jill Briggs explained that of the $44,000 received from the City by United Way, $18,800 of it goes toward administrative overhead. The balance is spent in training volunteers, training agencies, providing outcome measurements, logistics, all leveraging dollars communitywide. They partner with volunteers and institutions throughout the community to provide services for free that would normally have to be paid for. She said that there is a monetary leverage, although she has not crunched those numbers.

Councilmember Barotz said that she would like to express that she believes that it is the role of government to provide social services, and that is why she is a proponent, not just at the local level, but also state and federal.

Councilmember Oravits asked if United Way would entertain a shorter contract period. Ms. Briggs replied that they would prefer the contract as written. Councilmember Brewster said that she was against a one-year contract.

Councilmember Woodson moved to award the service contract and allocate funds to UWNA in the amount of $293,750 for fiscal year 2014-2015 to provide Community Health and Human Services [with the addition of the suggested sentence]; seconded; passed 4-2 with Vice Mayor Evans abstaining and Mayor Nabours and Councilmember Oravits casting the dissenting votes.

Mayor Nabours said that the number was arbitrary and too broad. It was no reflection on United Way and the agencies to which United Way contributes.

Vice Mayor Evans returned to the dais at this time.

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Grant:** Arizona Department of Transportation Intergovernmental Agreement for the Frontage Road 40 Pavement Preservation Overlay Project, aka East Route 66 South of the Flagstaff Mall near Wildcat Waste Water Treatment Plant.

Mr. Burke noted that this would be paid for through a $150,000 grant with $8,000 of City funds. He said that it was just for design. Once the design was complete they would look at grant arrangements for construction.

Christine Cameron added that $69,255 would be the City's portion toward the construction costs. The full amount for construction would be $1.284 million.

Councilmember Woodson moved to approve the Intergovernmental Agreement (IGA)/Joint Project Agreement (JPA) between the City and the Arizona Department of Transportation for State Surface Transportation Program (STP) grant funds in the amount of $150,000 and City funds in the amount of $8,550 for the design of the Frontage Road (FR) 40 Overlay Project; seconded; passed unanimously.

B. **Consideration and Adoption of Resolution No. 2014-22:** A resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the Special Election held on May 20, 2014
MOTION:

Councilmember Brewster moved to read Resolution No. 2014-22 by title only; seconded; passed unanimously.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, DECLARING OFFICIAL AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 20, 2014

Councilmember Brewster moved to adopt Resolution No. 2014-22; seconded; passed unanimously.

C. **City position on proposed 2015 resolutions for submission to the League of Arizona Cities and Towns.**

Deputy City Manager Jerene Watson and Mayor Nabours reviewed the list of proposed resolutions.

After brief discussion Council agreed to move forward with all but Resolution #2.

RECESS

The Regular Meeting of the Flagstaff City Council held June 3, 2014, recessed at 5:33 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Meeting of the Flagstaff City Council of June 3, 2014, at 6:03 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; Sterling Solomon, Deputy City Attorney.

12. **PUBLIC PARTICIPATION**

Beth Levly addressed the Council stating that she was a supporter of lifelong learning and she invited everyone to attend the High Altitude Storytelling activities at Killip Elementary School on Saturday, June 21, 2014, from 12:30 p.m. to 4:00 p.m.

Amy Perry Lipman thanked the Council for finding a new location for the City Yard and said that the surrounding neighborhood would be following what direction the City went and had some suggestions to consider.

Emily Davalos said that she had previously heard about the recent survey done regarding a possible road tax and asked if the survey questions could be made available. She also said she was offended by President Haeger's comments made at the previous night's meeting.

Rob Willson said that he recently requested records from the City regarding the Dew Downtown because of a comment made that overall they had a $13,000 profit, but because not all of the numbers were included in the recap the $13,000 profit turned into a $46,000 loss. He encouraged Council to consider the real costs of such events and make sure other decisions being made include all of the costs.

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

None

14. **PUBLIC HEARING ITEMS**

None

15. **REGULAR AGENDA**

A. **Consideration and Adoption of Resolution No. 2014-19:** A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative estimates of the amounts required for the public expense for the City of Flagstaff for Fiscal Year 2014-2015; adopting a Tentative Budget; setting forth the receipts and expenditures; the amount proposed to be raised by direct property taxation; giving notice of the time for hearing taxpayers, for adopting of Budget and for fixing the tax levies.

Finance Director Rick Tadder gave a brief PowerPoint presentation which reviewed:

- CITY OF FLAGSTAFF FY2015 BUDGET
- BUDGET – LEGAL SCHEDULE A
- BUDGET SESSION
- CONTINUED
- TOTAL PROPOSED PRIMARY TAX LEVY
- INFORMATION AVAILABLE AT

Councilmember Barotz moved to read Resolution No. 2014-19 by title only; seconded; passed unanimously. She noted that although this was the adopted budget it just gave them the authority to spend to that amount; does not necessary mean they will spend that much.

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF FLAGSTAFF FOR THE FISCAL YEAR 2014-2015; ADOPTING A TENTATIVE BUDGET; SETTING FORTH THE RECEIPTS AND EXPENDITURES; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION; GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS, FOR ADOPTING OF BUDGET AND FOR FIXING THE TAX LEVIES

Councilmember Oravits moved to adopt Resolution No. 2014-19; seconded; passed unanimously.

B. **Consideration and Approval of Agreement**: With True Life Companies (TLC) D.B.A. Pine Canyon regarding a modification of an existing zoning condition and disposition of fees. ***(Approve the Agreement between TLC PC Infrastructure, LLC and the City of Flagstaff which requires final Council approval for General Condition 8 Amendment on or before September 1, 2014.)***

Mayor Nabours moved to approve the Agreement between TLC PC Infrastructure, LLC and the City of Flagstaff and authorize the Mayor to sign the Agreement and any other necessary and appropriate documents; authorize staff to take other actions as needed to further Council direction; seconded; passed unanimously.

16. **DISCUSSION ITEMS**

A. **Review and discussion of roof replacement options for the Flagstaff Main Library**.

Facilities Maintenance Superintendent Sergio Enriquez addressed the Council, giving a brief PowerPoint presentation showing the pictures of various roof materials to be considered for the Library Roof.

He explained that for a good metal roof with good design and insulation, and proper maintenance, it could have a 50-75 year life expectancy. With shingles, they provide a 40 year warranty, but usually last about 25 years. But, he said that the cost of a metal roof is $300,000 while the shingle is around $150,000.

Mr. Enriquez explained that the metal roof on the Library, unlike the steel metal roof on City Hall, is aluminum and with the lack of maintenance over the first 10-20 years the life expectancy was reduced and they are having problems with it leaking.

The following individuals spoke in favor of replacing the library roof with metal:

- Lawrence Wasserman, Library Foundation Board
- Charlie Silver, Flagstaff Library Foundation and Friends of Flagstaff Library

Discussion was held on the urgency of the repair and whether it could be funded over two fiscal years to provide for a metal roof.

Mr. Enriquez said that they have been trying to get it funded for the last three to five years. He would be okay with two years, but anything over that would create further problems.

Many of the Councilmembers stated that when they first discussed this during the budget retreat they were leaning toward shingles because of the cost, but with the comments received from the public, they would support funding a metal roof over a two year period.

Consensus of the Council was to move forward to repairing the library roof with metal materials, over a two year period.

B. **Rio de Flag Flood Control Project - FEMA Flood Design Concept Report (DCR) Presentation and Discussion**

Community Development Director Mark Landsiedel gave a brief review of this project, and introduced James Duval, who continued with a PowerPoint presentation which addressed:

BACKGROUND
1. Lack of Progress with USACE
2. Staff Presentation to Council 2/26/13
3. Staff Presentation to Council 4/2/13
4. Council approval of DC 12/3/13

FEMA V. USACE FLOOD PROTECTION
USACE
FEMA
Project Statement
PURPOSE
    Design Concept Report
    Determine Strategy for Future Project Delivery

Mayor Nabours asked if the City would have any input if they continued with the Army Corps of Engineers. Mr. Duval has provided input, but it has been accepted minimally, such as with the composite channel which is not in the ACE's design. He said that the major differences have to do with how the Army Corps of Engineers developed their hydro design criteria, which is significantly different than the FEMA flows.

Mr. Burke said that he wanted to be clear that there was not a policy decision tonight regarding the design.

Jeff Brannell then continued the PowerPoint to address technical issues:

PROJECT PURPOSE
EXISTING FLOODPLAIN IMPACTS
USACE PROJECT SUMMARY
Alt 1 USACE ALIGNMENT USING LOWER FEMA FLOWS
Alt 2 USING EXISTING CHANNEL ALIGNMENT THRU RT 66 AND BNSF
Alt 3 USING EXITING CULVERT IN BUTLER TO REDUCE STRUCTURE SIZE
Alt 4 COMBINATION OF ALT 2 FOR RIO DE FLAG & CONCRETE CIRCULAR COMPOSITE CHANNEL – ALL ALTERNATIVES
RIO DE FLAG LOWER REACH – ALL ALTERNATIVES
PREFERRED ALTERNATIVE (ALT 4) BENEFITS
COST COMPARISON
BENEFITS VS. CORP PROJECT
CONCLUSION

Mr. Duval emphasized that if they continue to investigate Option 3, it does not mean they cannot investigate 1 and 2. They would still look at financing and funding options and come back at a later time.

City Engineer Rick Barrett explained that the City has been struggling with ACE to fund completion of the 100% plans. The reason ACE has not been able to incorporate these elements is because they have not been funded. Also the value-engineered ideas that ACE concurs with but have not been incorporated into their sub-plans.

Mr. Burke added that whether the City's share is $34 million or $57 million, they do not have those funds in either scenario.

A break was held between 7:42 p.m. and 7:53 p.m.

Charlie Silver addressed the Council stating that they have a stream through town and that is an asset. They are qualitatively very attractive and enhance the quality of life in communities. He said the riparian areas essentially need to be treasured and nurtured and he was concerned with maintenance of a covered, inaccessible waterway.

John Graham, former Board Member of Rio de Flag Friends, said that for the last three years their major push was to not have the Rio buried downtown. That has been expressed to Council, staff and everywhere and they have been heard. He said that James Duval has really listened and he was at the meeting to say this was great work, a great design, and the City was headed in the right direction.

Discussion was held on the potential of having an open channel throughout the community and the benefits it could provide.

With regard to maintenance, Mr. Duval said that under the Army Corps of Engineers they would need to provide the City with maintenance manuals and they are not there yet, and the City would have to do the same thing as well. It will need to be explored and determined.

Council consensus was to continue to proceed investigating financial opportunities to move forward as a purely City project.

C. **Road Repair and Street Safety Initiative**

Mr. Burke said that the County's meeting today there was a very high level of discussion and the consensus was to move forward with a ballot question. It seemed to be likely at either .25 or .375, and they had no decision yet as to revenue sharing. Additionally, they were not sure of the length.

Vice Mayor Evans said that she was asked yesterday why they would use any of these funds on utilities since Utilities was an enterprise fund. Mr. Burke said that there was no right or wrong answer, but it was the same reason that they are paying for roads with sales tax versus gas tax—because there is not enough in the fund.

Mr. Burke said that the Citizens Review Committee and staff did look at paying for the utility improvements with a rate increase, but there is already going to be some notable increases in utility rates to repair utilities that are not in the streets. He added that the majority of utilities that are reaching the end of life are not in the roads, so there is some concern that if they increase utility rates now they would take away capacity to deal with those others.

Discussion was held on possible revenue sharing with the County. Council also discussed whether to invest $13 million into some type of congestion project noting that there was concern with messaging congestion but only really addressing one project, such as Fourth Street over I-40.

Consensus of Council was to eliminate Options 3 and 4 and focus on the first two options, at no more than 20 years.

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**

Councilmember Woodson requested that the City consider incorporating a DBE component into future RFP processes. He also said that Winslow has an ordinance which addresses some of these issues. Mayor Nabours asked that a copy be obtained and provided to the Council.

Councilmember Woodson requested that they explore not using potable water for the Dew Downtown event.

Vice Mayor Evans and Councilmember Oravits both requested receiving the information from Rob Wilson regarding the Dew Downtown and getting additional figures for staff and equipment.

Mr. Burke said that he wanted to be clear that both deputy city managers were also helping on the transportation tax issue.

19. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held June 3, 2014, adjourned at 9:23 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 June 3, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 17th day of June, 2014.

_____
CITY CLERK

MINUTES OF THE SPECIAL MEETING (EXECUTIVE SESSION) OF THE FLAGSTAFF CITY COUNCIL HELD ON TUESDAY, JUNE 10, 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 4:00 p.m.

2. Roll Call

Present: Absent:

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

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

3. **Recess into Executive Session.**

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. Purchasing and Procurement

B. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body..., pursuant to ARS 38-431.03(A)(1).

i. City Manager Mid-Term Review

5. **Adjournment**

The Special Meeting of the Flagstaff City Council held June 10, 2014, adjourned at 5:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	06/09/2014
Meeting Date:	06/17/2014

TITLE:

Consideration of Appointments: Board of Adjustment.

RECOMMENDED ACTION:

Make one appointment to term expiring May 2017.

Policy Decision or Reason for Action:

By making the above appointment, the Board of Adjustment will be at full membership and will be able to continue meeting on a regular basis. There two applications on file as follows:

Pat Loven (new applicant)
Kevin Morrow (new applicant)

Financial Impact:

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

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint one member: By appointing a member at this time, the Board of Adjustment will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Background/History:

The Board of Adjustment is made up of five citizens. There is currently one seat available.

The Board of Adjustment holds hearings on requests for variances and appeals of decisions by the Zoning Administrator. The Board does not have the authority to change zoning law.

Key Considerations:

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

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

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

Community Involvement:

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

Expanded Options and Alternatives:

COUNCIL INTERVIEW TEAM: Councilmember Overton and Councilmember Woodson.

Attachments: Board of Adjustment Roster
Board of Adjustment Authority
Board of Adjustment Applicant Roster
Board of Adjustment Applications

City of Flagstaff, AZ

BOARD OF ADJUSTMENT MEMBERS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Andersen, Dan	**09/18/2012**	**05/15**	**03/18/2010**
Landscape Division Manager/Warner's Nursery & Landscape Co. 712 W. Old Territory Trail Flagstaff, AZ 86001 Work Phone: 774-5911 x26 Term: (1st 3/10 - 5/12; 2nd 5/12 - 5/15)			
Dorsett, Stephen	**06/06/2012**	**Indefinite**	**10/20/2011**
PLANNING AND ZONING REPRESENTATIVE President/Architect/Shapes & Forms Architects, Inc. 1823 W. Heavenly Court Flagstaff, AZ 86001 Work Phone: 928-213-9626			
Naleski, Jerome, Chairman	**10/01/2013**	**05/16**	**10/17/2007**
Realtor/Re/Max Peak Properties 2019 N. Crescent Dr. Flagstaff, AZ 86001 Cell Phone: 928-225-9225 Term: (1st 8/07 - 5/10; 2nd 5/10 - 5/13; 3rd 5/13-5/16)			
Scandura, Philip, Vice Chairman	**09/18/2012**	**05/15**	**03/18/2010**
AT LARGE Staff Engineer/Honeywell 4853 S. Bright Angel Trail Flagstaff, AZ 86001 Home Phone: 214-8194 Term: (1st 3/10 - 5/12; 2nd 5/12 - 5/15)			
Z-VACANT,		**05/17**	**No**

Staff Representative: **Roger Eastman**

As Of: **June 05, 2014**

CHAPTER 2-10
BOARD OF ADJUSTMENTS

Sections:

2-10-001-0001	**Establishment of the Board**
2-10-001-0002	**Membership**
2-10-001-0003	**Meetings**
2-10-001-0004	**Powers and Duties**
2-10-001-0005	**Appeals**
2-10-001-0006	**Restrictions**
2-10-001-0007	**City Council Authorized to Act as Board**
2-10-001-0008	**Hearing Officer**
2-10-001-0009	**Appeal from the Board of Adjustment.**

Section 2-10-001-0001 Establishment of the Board

There is hereby created a Board of Adjustment (the "Board").

Section 2-10-001-0002 Membership

The Board of Adjustment shall be composed of five (5) voting members.

A. Four (4) members shall be appointed by the Mayor and City Council from the citizens of the City of Flagstaff.

B. One (1) member shall be appointed by the City Council from the membership of the Planning and Zoning Commission.

C. Terms shall be for three (3) years for members.

D. The Board shall elect from its voting members a chairperson and a vice chairperson who shall serve for a term of one (1) year. The chairperson shall have the power to administer oaths and take evidence.

Section 2-10-001-0003 Meetings

The meetings of the Board of Adjustment shall be open to the public and held at the time and place adopted for the regular monthly meetings of the Board. Meetings shall be conducted in accordance with the Board and Commission Members' Handbook adopted by resolution of the Flagstaff City Council, and in compliance with all other local, state, and federal laws. The minutes of its proceedings, showing the vote of each member and records of its examinations and other official actions shall be kept by the City Clerk as a public record.

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

Section 2-10-001-0004 Powers and Duties

The Board of Adjustment ("Board") is a quasi-judicial administrative body established by the City Council that functions on the level between enforcement officers and the Courts. The Board interprets the meaning and spirit of City Code Title 10 (Zoning Code) as enacted by the City Council; it does not have authority to make or change zoning law. The Board of Adjustment shall have the powers and duties per A.R.S. § 9-462.06 to:

A. Hear and decide appeals in which it is alleged there is an error in an order, requirement, or decision made by an administrative official in the enforcement of City Code Title 10 (Zoning Code).

B. Hear and decide appeals for variances from the terms of the Zoning Code only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the Zoning Code will deprive such property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance is subject to such conditions as will ensure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

C. Reverse or affirm, wholly or in part, or modify the order, requirement, or decision of an administrative officer appealed from, and make such order, requirement, decision, or determination as necessary.

D. Adopt such rules of procedure necessary for the administration of responsibilities consistent with these regulations.

Section 2-10-001-0005 Appeals

Any person aggrieved by a decision of the Board of Adjustment may, at any time within thirty (30) days after the Board has rendered its decision, file a complaint for special action in the superior court to review the Board's decision. Filing the complaint does not stay proceedings on the decision sought to be reviewed, but the court may, on application, grant a stay and on final hearing may affirm or reverse, in whole or in part, or modify the decision reviewed.

Section 2-10-001-0006 Restrictions

The Board of Adjustment may not:

A. Make any changes in the uses permitted in any zoning classification or zoning district, or make any changes in the terms of the Zoning Code provided the restriction in this paragraph shall not affect the

authority to grant variances pursuant to this Chapter and Division 10-20-70 (Variances).

B. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

C. Grant a variance on an appeal for any of the following:

1. Conditions or stipulations of a Zoning Map amendment.

2. Conditions of a Subdivision Plat recommended for approval by the Planning and Zoning Commission or as approved by the City Council, or of a Land Split Map.

3. Conditions of a Development Agreement.

4. Conditions of an Annexation Agreement or ordinance.

5. Conditions of a Conditional Use Permit.

6. Conditions of a Resource Mitigation Case.

7. Illegal or Prohibited Uses in any zoning district.

8. Illegal or Prohibited Signs, as listed in Division 10-50.90 (Sign Regulations), in any district.

9. Determination of a requirement for a General Plan Amendment by the Planning Director.

D. Applications for any of the above-listed items shall not be accepted or processed, nor will the Board of Adjustment schedule or conduct meetings regarding the same.

2-10-001-0007 City Council Authorized to Act as Board of Adjustment

When a quorum of the Board of Adjustment cannot be achieved due to absence or disqualification, upon majority vote the City Council may act as the Board of Adjustment. (Amended, Ord. No. 2011-23, 09/06/2011)

2-10-001-0008 Hearing Officer

Pursuant to A.R.S. § 9-462.08, the City has the authority to establish administrative hearing officers and, pursuant to A.R.S. § 9-462.06, may delegate to a hearing officer the authority to hear and decide on matters within the jurisdiction of the Board of Adjustment.

A. Appointment. The Hearing Officer shall be appointed by the City Manager on the basis of training and experience which qualifies him or her to conduct hearings and make findings and conclusions of the matters heard.

B. Powers and Duties. The Hearing Officer shall have all the powers and duties granted to the Board of Adjustment pursuant to this Section and prescribed by law.

C. Procedure. Public hearings conducted by the Hearing Officer shall be open to the public and conducted in accordance with the Rules of Procedure for the Board of Adjustment.

D. Appeal. Any person aggrieved by a decision of the Hearing Officer may file an appeal to the Board of Adjustment within fifteen (15) calendar days after the Hearing Officer has rendered a decision. Appeals of the decisions of the Hearing Officer shall be heard by the Board of Adjustment or, if a quorum of the Board of Adjustment cannot be achieved, by the City Council acting as the Board of Adjustment, as applicable. If the Board of Adjustment, or the City Council acting as the Board of Adjustment pursuant to Section 10-09-004-0001.E.7., is unable to achieve a quorum due to absence or disqualification, the aggrieved party may file a complaint for special action directly in the Superior Court within thirty (30) days after the Board of Adjustment, or the City Council acting as the Board of Adjustment, issues an order declaring its inability to hear the appeal.

(Amended Ord. No. 2011-27, 11/18/2011)

Section 2-10-001-0009 Appeal from the Board of Adjustment.

Any person aggrieved by a decision of the Board of Adjustment may appeal the decision directly to the Superior Court by filing a complaint for special action within thirty (30) days after the Board has rendered its decision.

(Amended Ord. No. 2011-27, 11/18/2011)

(Adopted, 1978 Code; Amended, Ord. No. 2010-35, 11/16/2010; Amended, Ord. No. 2011-23, 09/06/2011; Amended Ord. No. 2011-27, 11/18/2011)

City of Flagstaff, AZ

BOARD OF ADJUSTMENT APPLICANTS

NAME	APPOINTED	TERM EXPIRES	TRAINING COMPLETED
Loven, Pat			**No**
Associate Broker/Realty Executives of Flagstaff 1102 N. Hopi Dr. Flagstaff, AZ 86001 Cell Phone: 928-699-8988			
Morrow, Kevin			**No**
Student 1830 S. Milton Rd. Apt 241 Flagstaff, AZ 86001 Cell Phone: 805-410-2933			

Staff Representative: **Roger Eastman**

As Of: June 05, 2014

Stacy Saltzburg

From: noreply@civicplus.com
Sent: Tuesday, May 20, 2014 5:06 PM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

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:*	05/20/2014		
Board/Commission you wish to serve on:*	Board of Adjustment		
If applicable, type of seat for which you are qualified:	Board member		

Your Information

Name:*	Pat Loven	Home Phone:*	928-774-8857
Home Address:*	1102 N. Hopi Dr.	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Realty Executives of Flagstaff	Job Title:*	Associate Broker
Business Phone:	928-773-9300	Cell:	928-699-8988
E-mail:*	patloven2@gmail.com		
Indicate preferred telephone:*	( ) Home ( ) Work	(X) Cell	
Please indicate age group:*	( ) 18-34 ( ) 35-54	(X) 55+	
Please indicate education:*	( ) High School (X) College	( ) Post Graduate	
Number of years living in the Flagstaff area:*	50		

Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.
I served on the Flagstaff City Council and was Vice Mayor. During that time, I served on the Planning and Zoning Commission and the Historic Sites Commission. I also served on the Open Space Green Belt task force. I am involved at the state and local level of the Realtor organization in the Governmnet Affairs area.
Why do you want to serve on the board or commission you listed?
I believe my background, profession and understanding the community will be beneficial for the commission.
By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

* indicates required fields.

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

Date:: 05/20/2014

Board/Commission you wish to serve on:: Board of Adjustment

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

Name:: Pat Loven

Home Phone:: 928-774-8857

Home Address:: 1102 N. Hopi Dr.

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Realty Executives of Flagstaff

Job Title:: Associate Broker

Business Phone:: 928-773-9300

Cell:: 928-699-8988

E-mail:: patloven2@gmail.com

Indicate preferred telephone:: Cell

Please indicate age group:: 55+

Please indicate education:: College

Number of years living in the Flagstaff area:: 50

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I served on the Flagstaff City Council and was Vice Mayor. During that time, I served on the Planning and Zoning Commission and the Historic Sites Commission. I also served on the Open Space Green Belt task force. I am involved at the state and local level of the Realtor organization in the Governmnet Affairs area.

Why do you want to serve on the board or commission you listed?: I believe my background, profession and understanding the community will be beneficial for the commission.

Additional Information:
Form submitted on: 5/20/2014 5:06:15 PM
Submitted from IP Address: 184.98.175.187
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: Thursday, April 24, 2014 12:19 AM
To: Elizabeth Burke; Stacy Saltzburg
Subject: Online Form Submittal: Board/Commission Application

Categories: Green Category

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:*	04/23/2014		
Board/Commission you wish to serve on:*	Board of Adjustment		
If applicable, type of seat for which you are qualified:			
Your Information			
Name:*	Kevin Morrow	Home Phone:*	805-410-2933
Home Address:*	1830 S. Milton Rd. Apt. 241	Zip:*	86001
Mailing Address (If different from above):			
Employer:*	Northern Arizona University	Job Title:*	Undergraduate
Business Phone:		Cell:	
E-mail:*	kevin.m.morrow@gmail.com		
Indicate preferred telephone:*	(X) Home ( ) Work	( ) Cell	
Please indicate age group:*	(X) 18-34 ( ) 35-54	( ) 55+	
Please indicate education:*	( ) High School (X) College	( ) Post Graduate	
Number of years living in the Flagstaff area:*	3		
Background Information			
Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.			
Pursuit of a Bachelors in Political Science.			
Why do you want to serve on the board or commission you listed?			
I have no't been very active in the Flagstaff Community over the last few years, and I think this would be a good way to change that. My educational background is in government, and I think I would enjoy the experience.			
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:: 04/23/2014

Board/Commission you wish to serve on:: Board of Adjustment

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

Name:: Kevin Morrow

Home Phone:: 805-410-2933

Home Address:: 1830 S. Milton Rd. Apt. 241

Zip:: 86001

Mailing Address (If different from above)::

Employer:: Northern Arizona University

Job Title:: Undergraduate

Business Phone::

Cell::

E-mail:: kevin.m.morrow@gmail.com

Indicate preferred telephone:: Home

Please indicate age group:: 18-34

Please indicate education:: College

Number of years living in the Flagstaff area:: 3

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: Pursuit of a Bachelors in Political Science.

Why do you want to serve on the board or commission you listed?: I have no't been very active in the Flagstaff Community over the last few years, and I think this would be a good way to change that. My educational background is in government, and I think I would enjoy the experience.

Additional Information:
Form submitted on: 4/24/2014 12:18:57 AM
Submitted from IP Address: 134.114.179.183
Referrer Page: No Referrer - Direct Link
Form Address: http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Heidi Hansen, CVB Director

Co-Submitter: Heather Ainardi, Marketing & PR Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of Sole Source Purchase: Purchase of advertisements from Republic Media Advertising (Arizona Republic, AZ Central.com, and LaVoz Spanish publication)

RECOMMENDED ACTION:

Approve the purchase with Republic Media Advertising in an amount not to exceed $75,000.

Policy Decision or Reason for Action:

This action will allow the Flagstaff Convention and Visitors Bureau (CVB) to place print and online advertisements throughout the upcoming fiscal year in target markets in accordance with the media plan proposed during the annual FY2015 budget process.

Financial Impact:

The $75,000 for advertising with Republic Media Advertising is allocated in the CVB's FY2015 Media Plan and corresponding marketing budget (053-07-214-0851-4-4271).

Connection to Council Goal:

Retain, expand, and diversity economic base

Has There Been Previous Council Decision on This:

No, however each year the City Council reviews this sole source advertising purchase in advance of the new fiscal year to ensure marketing efforts are not interrupted and proceed according to the media plan.

Options and Alternatives:

Option A: Approve the purchase of advertisements from Republic Media Advertising

Option B: Amend the FY2015 Media Plan and corresponding Republic Media Advertising allocations

Option C: Reject purchase of advertisements from Republic Media Advertising

Background/History:

The CVB develops and executes a comprehensive media plan each year in order to generate interest in Flagstaff as a visitor destination and to promote overnight stays. In addition to developing the media plan, the CVB also generates all of the creative elements of the advertising campaign.

Key Considerations:

Per the developed FY2015 Media Plan, the CVB places advertising with Republic Media Advertising outlets throughout the year. In order to place these ads, the CVB must contract with these outlets prior to the new fiscal year beginning. By signing an annual contract with Republic Media, the CVB will secure much more favorable rates and reach potential travelers in our markets.

Expanded Financial Considerations:

The CVB is responsible for executing an aggressive and targeted marketing campaign which will attract overnight visitation and increase both general sales tax and BBB revenues. These tax revenues are a critical component in creating a sustainable community, as BBB revenues fund arts and science initiatives, beautification projects, economic development programs, parks and recreation programs and future tourism promotion, while the general sales tax revenues generated through tourism support general funded programs. It is anticipated that the total media plan for FY2015, as outlined in the attachment, will be approximately $525,000 as budgeted. The cost of the Republic Media Advertising contract will not exceed $75,000. The Arizona Republic is the state's largest newspaper with a Sunday circulation of 463,000 and AZCentral.com is the newspaper's corresponding website. In addition to these outlets, the CVB also places advertisements in La Voz, a Spanish language publication that is distributed in the Tucson and northern Mexico region. Our online ads throughout their network of websites, including Google, Yahoo, Bing, Facebook and more help with our overall search engine marketing (aka pay-per-click) campaign.

Community Benefits and Considerations:

By advertising with Republic Media and others, Flagstaff is promoted as a year-round visitor destination. The goal of the CVB's advertising is to increase overnight visitation to Flagstaff, thereby generating tax revenues to be reinvested in the community.

Community Involvement:

Consult - The CVB budget, which included the proposed FY2015 Media Plan, was presented to the Tourism Commission on March 25, 2014, and was recommended by the Commission. Collaborate - The proposed media plan includes opportunities for cooperative marketing in order to gain coverage for our partners as well as Flagstaff as a destination.

Attachments: Republic Media IO
Republic Media IO2

The Arizona Republic

200 E. Van Buren Street
Phoenix, AZ 85004

Mary Gorlewski
Account Manager
Mobile Ads - AZC

0

Heather Ainardi
Flagstaff Convention and Visitors Bureau
Acct. # 109321

*

Insertion Order

Day	Date	Section	Ad Size		Color		Net
			Inches Inches				
Wednesday	7/2/14	***Community Zone- 7***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	7/2/14	***Community Zone- 8***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	7/2/14	***Community Zone- 9***	*	4.938	*FC*	*$*	*250.30*
Wednesday	7/2/14	***Community Zone- 11***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Saturday	8/23/14	***Explore AZ-Road Trip***	*6 col. (10")*	3.5	*FC*	*$*	*2,000.00*
Wednesday	8/27/14	***Community Zone- 7***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	8/27/14	***Community Zone- 8***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	8/27/14	***Community Zone- 9***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	8/27/14	***Community Zone- 11***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	9/3/14	***Community Zone- 7***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	9/3/14	***Community Zone- 8***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	9/3/14	***Community Zone- 9***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Saturday	9/6/14	***0***	*6 col. (10")*	3.5	*FC*	*$*	*2,000.00*
~~Sunday~~	~~9/21/14~~	~~***Front Page Box- Sun. Travel***~~	~~*2 col.(3.25")*~~	~~3.75~~	~~*FC*~~	~~*$*~~	~~*2,500.00*~~
Sunday	September TBD	***Sunday AOT Co-Op***	*1/2 page*		*FC*	*$*	*1,287.50*
Sunday	11/2/14	***Sunday Travel w/ Advertorial***	*2 col.(3.25")*	7	*FC*	*$*	*2,366.00*
Friday	11/7/14	***La Voz***	*2 col.(3.25")*	7	*FC*	*$*	-
Wednesday	11/19/14	***Community Zone- 7***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	11/19/14	***Community Zone- 8***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	11/19/14	***Community Zone- 9***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	11/19/14	***Community Zone- 11***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Saturday	12/13/14	***Explore AZ-Road Trip***	*6 col. (10")*	3.5	*FC*	*$*	*2,000.00*
Sunday	February TBD	***Sunday AOT Co-Op***	*1/2 page*		*FC*	*$*	*1,287.50*
Sunday	5/17/15	***Sunday Travel w/ Advertorial***	*2 col.(3.25")*	7	*FC*	*$*	*2,366.00*
Friday	5/22/15	***La Voz***	*2 col.(3.25")*	7	*FC*	*$*	-
Wednesday	5/20/15	***Community Zone- 7***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	5/20/15	***Community Zone- 8***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	5/20/15	***Community Zone- 9***	*AOT - MATCH - $750*	$ 1,500.00	*FC*	*$*	*250.30*
Mobile Ads - AZC	5/20/15	***Community Zone- 11***	*	4.938	*FC*	*$*	*250.30*
Wednesday	6/24/15	***Community Zone- 7***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	6/24/15	***Community Zone- 8***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	6/24/15	***Community Zone- 9***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Wednesday	6/24/15	***Community Zone- 11***	*4 col.(10")*	4.938	*FC*	*$*	*250.30*
Saturday	6/27/15	***Explore AZ-Road Trip***	*6 col. (10")*	3.5	*FC*	*$*	*2,000.00*
						$	**21,063.90**

*

$ -

Please sign and fax back to authorize insertion order, thank you!

Name & title

Date

FINAL 2014-2015

July

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Cost**
Travel Section	300x250, 728x90, 300x600	100,000	$ 12	$ 1,200
News	300x250, 728x90, 300x600	100,000	$ 8	$ 800
PushDown Plus - News & Travel Section 7/30	Custom	45,000		$ 2,100
Mobile Ads - AZC	300x50 and 320x50	75,000	$ 12	$ 900
	Monthly	**320,000**		**$ 4,100**

August

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**
Travel Section	300x250, 728x90, 300x600	100,000	$ 12	$ 1,200 *
News	300x250, 728x90, 300x600	100,000	$ 8	$ 800
Pushdown Plus - News &Travel Section 8/13 & 8/27	Custom	90,000		$ 4,100
	Monthly	**290,000**		**$ 6,100**

September

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**
Travel Section	300x250, 728x90, 300x600	100,000	$ 12	$ 1,200 *
News	300x250, 728x90, 300x600	150,000	$ 8	$ 1,200
Pushdown Plus News & Travel Section 9/24	Custom	45,000		$ 2,100
	Monthly	**295,000**		**$ 4,500**

October

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**
Things To Do - Events	300x250, 728x90, 300x600	50,000	$ 12	$ 600
Travel Section	300x250, 728x90, 300x600	50,000	$ 12	$ 600
News	300x250, 728x90, 300x600	200,000	$ 8	$ 1,600
	Monthly	**300,000**		**$ 2,800**

Nov

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**
Things To Do - Events	300x250, 728x90, 300x600	110,417	$ 12	$ 1,325
News	300x250, 728x90, 300x600	200,000	$ 8	$ 1,600
Pushdown Plus- News & Travel Section 11/19	Custom	45,000		$ 2,100
Mobile Ads - yahoo and azc	300x50, 320x50	50,000	$ 12	$ 600
	Monthly	**405,417**		**$ 5,625**

December

Monthly					
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**	
Things To Do - Events	300x250, 728x90, 300x600	56,000	$ 12	$ 672	
News	300x250, 728x90, 300x600	100,000	$ 8	$ 800	
Pre-Roll Video - AZC ROS	920x508	50,000		$ 750	AOT - MATCH - $750 $ 1,500.00 or 25,000 Imp match
Mobile Ads - AZC	300x50 and 320x50	150,000	$ 12	$ 1,800	*
	Monthly	**356,000**		**$ 4,022**	

Jan

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**
Things To Do - Events	300x250, 728x90, 300x600	56,000	$ 12	$ 672
News	300x250, 728x90, 300x600	100,000	$ 8	$ 800
Mobile Ads - yahoo and azc	300x50 and 320x50	225,000	$ 12	$ 2,700 *
	Monthly	**381,000**		**$ 4,172**

Feb

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**
Things To Do - Events	300x250, 728x90, 300x600	50,000	$ 12	$ 600
Travel	300x250, 728x90, 300x600	50,000	$ 12	$ 600
News	300x250, 728x90, 300x600	100,000	$ 8	$ 800
	Monthly	**200,000**		**$ 2,000**

March

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**
Things To Do - Events	300x250, 728x90, 300x600	50,000	$ 12	$ 600
Travel Section	300x250, 728x90, 300x600	50,000	$ 12	$ 600
News	300x250, 728x90, 300x600	200,000	$ 8	$ 1,600
	Monthly	**300,000**		**$ 2,800**

April

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**
Things To Do - Events	300x250, 728x90, 300x600	50,000	$ 12	$ 600
Travel	300x250, 728x90, 300x600	50,000	$ 12	$ 600
News	300x250,728x90, 300x600	200,000	$ 8	$ 1,600
	Monthly	**300,000**		**$ 2,800**

May

Monthly						
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**		
Travel	300x250, 728x90, 300x600	50,000	$ 12	$ 600		
Things To Do - Events	300x250,728x90,300x600	50,000	$ 12	$ 600		
News	300x250, 728x90, 300x600	78,900	$ 8	$ 631		
Pushdown News & Travel Section 5/20 and 5/27	Custom	90,000		$ 4,100		
Mobile Ads	300x50, 320x50	100,000	$ 12	$ 1,200		
Pre-Roll Video - AZC ROS	920x508	50,000		$ 750	AOT - MATCH - $750	$ 1,500.00 or 25,000 imp match
	Monthly	**418,900**		**$ 7,881**		

June

Monthly				
Sections/Targeting	**Ad Sizes**	**Impressions**	**CPM**	**Net Cost**
Things To Do - Events	300x250, 728x90, 300x600	50,000	$ 12	$ 600
Travel	300x250, 728x90, 300x600	50,000	$ 12	$ 600
News	300x250,728x90, 300x600	150,000	$ 8	$ 1,200
Pushdown - News and Travel Section 6/24	Custom	45,000		$ 2,100
Mobile Ads	300x50, 320x50	100,000	$ 12	$ 1,200
	Monthly	**395,000**		**$ 5,700**

Added Value				**Value**	
ROS	300x250, 728x90, 300x600	500,000		$ 4,500	* (November & June)
		Total		$ 52,500	

Changes

AOT Co-Op Requests

* Areas where I will be requesting AOT funds to supplement more impressions, however will be same net cost

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Heidi Hansen, CVB Director

Co-Submitter: Heather Ainardi, Marketing & PR Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of the Flagstaff Cool Zone Purchase: Purchase of a signage asset (sign or design element within a specified area) with Legends Entertainment District located in downtown Phoenix.

RECOMMENDED ACTION:

Approve the purchase of the Flagstaff Cool Zone with Legends Entertainment District in the amount of $65,000.

Policy Decision or Reason for Action:

This action will allow the Flagstaff Convention and Visitors Bureau (CVB) to purchase a signage asset in downtown Phoenix for an entire year. This signage asset will help promote Flagstaff as a year-round destination and draw our largest target market to our city.

Financial Impact:

The $65,000 for the Flagstaff Cool Zone with Legends Entertainment District has been requested as a one-time purchase from the Tourism Fund Balance for FY2015. We will also have sponsorship revenues to offset the expenditures.

Connection to Council Goal:

Retain, expand, and diversify economic base

Has There Been Previous Council Decision on This:

No, discussion began during the FY2015 Council Budget Hearings on April 23, 2014.

Options and Alternatives:

Option A: Approve the purchase for the signage asset with Legends Entertainment District
Option B: Reject the purchase for the signage asset with Legends Entertainment District

Background/History:

The Flagstaff Cool Zone will be an approximate 45' wide by 35' deep area that will be cooled by a robust misting system. This area will be used for partners of the Legends Entertainment District, Phoenix Suns, Phoenix Mercury, and the Arizona Diamondbacks to interact with pedestrians going in and out of games and other high profile events located within this district in downtown Phoenix. The dates are July 1, 2014 - June 30, 2015. Location is Jefferson Street between 3rd Street and 4th Street, located on the most active light rail stop in downtown Phoenix.

Key Considerations:

The CVB would like to ensure a July 1, 2014 activation date. This signage asset was negotiated by CVB staff and an added value was secured for eight activation events outside the Flagstaff Cool Zone location, as well as limited suite tickets for partners to attend games. The CVB is responsible for executing new and creative marketing strategies to draw visitation to Flagstaff and the Flagstaff Cool Zone offers us that creativity and will be located in downtown Phoenix for an entire year, including during Super Bowl 2015. The Legends District has over eight million visitors a year that attend over 700 events. With the Flagstaff Cool Zone in place, we will have an ability to capitalize on these visitors and draw their interest to Flagstaff.

Expanded Financial Considerations:

A portion of the $65,000 cost for the Flagstaff Cool Zone is intended to be offset by local sponsorship participation. CVB staff has already approached several area attraction stakeholders and they are supportive of our innovative marketing efforts and have expressed interest in participating.

Community Benefits and Considerations:

The Flagstaff Cool Zone opportunity benefits our community as it creates year-long awareness of Flagstaff that will draw visitors to our destination and in turn help increase our BBB revenues.

Community Involvement:

Consult - The CVB staff presented this idea to the Tourism Commission on March 25, 2014 and was recommended by the Commission. Collaborate - The Cool Zone gives the CVB the opportunity to work with our area stakeholders in regards to sponsorships, as well as participation at the activation events and games.

Attachments: Contract
Rendering

LEGENDS ENTERTAINMENT DISTRICT
MARKETING PARTNERSHIP AGREEMENT

This Legends Entertainment District Marketing Partnership Agreement ("Agreement") is entered into as of April 15, 2014, by and between the City of Flagstaff ("Partner") and Jefferson Street Signage District, LLC, *dba* Legends Entertainment District ("Legends").

RECITALS:

A. Legends serves as the entity which has the authority to develop, manage, sell, and maintain certain signage assets within a specific area of downtown Phoenix, Arizona known as the Legends Entertainment District ("District"), as shown on Exhibit A.

B. Partner desires to promote its business within the District.

AGREEMENT:

1. Term. The term of this Agreement will begin as of July 1, 2014, and shall end on June 30, 2015, unless sooner terminated as provided in this Agreement ("Term").

2. Advertising and Promotion. Subject to the terms and conditions hereof, Partner will receive static signage located in the "cool zone" area of the Jefferson Street Garage as shown on Exhibit A to this Agreement.

3. Payments.

(A) Amount and Billing. Partner will pay Legends a sponsorship fee in the amount of $65,000.00, net of any agency fees and taxes and charges as set forth in Section 3(B) below ("Sponsorship Fee"). Each Sponsorship Year, the Sponsorship Fee shall be paid to Legends in twelve (12) equal installments beginning on July 1, 2014 and ending on June 1, 2015. Legends will invoice Partner thirty (30) days prior to all Due Dates. At Legends' option, any invoices remaining unpaid thirty (30) days after the invoice date will accrue interest at the rate of 1.5% per month.

(B) Taxes. Any and all taxes and other charges levied, assessed or otherwise due (other than income taxes of Legends) in connection with the advertising, promotions, signage or other arrangements described herein by any federal, state, or local governmental authority will be paid by Partner. Any such taxes will be charged to Partner annually or on the invoices to be submitted to Partner.

4. Entire Agreement. This Agreement, including its Recitals, the Terms & Conditions, and any Exhibits attached hereto (all of which are incorporated herein by this reference), contains the entire agreement and understanding of the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof. In the event of a conflict between this Agreement and any other agreement between the parties including, without limitation, Legends'

issued invoices, affidavits, and/or any other documents arising from the advertising elements described herein, this Agreement shall control.

5. Duplicates; Counterparts. This Agreement shall be executed in duplicate, each of which may be executed in any number of counterparts, all of which, when taken together as a whole, shall constitute a single, binding instrument. Facsimile and electronic copies of a fully executed Agreement shall be deemed an original.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

Partner: CITY OF FLAGSTAFF

By:_____
Kevin Burke
City Manager

Legends: JEFFERSON STREET SIGNAGE DISTRICT, LLC

By:_____
Name:_____
General Manager

____

____

LEGENDS ENTERTAINMENT DISTRICT
MARKETING PARTNERSHIP AGREEMENT

TERMS & CONDITIONS

1. General Advertising and Promotion Provisions.

(A) Legends Approval, Advertising Guidelines and Approval Procedure. The content of all advertising and promotions provided for herein is subject to Legends' approval. Legends reserves the right to refuse to display all or a portion of any advertising if Legends reasonably determines that the advertising fails to conform substantially with standards of quality advertising, conflicts with other advertising or agreements of Legends, is in bad taste, or is otherwise reasonably objectionable. Partner must submit all proposed advertising that it intends to use at least ten (10) calendar days before intended use. Notwithstanding the foregoing, the final design and placement of all signage contemplated herein will be subject to normal governmental approval, including but not limited to, approval by the City of Phoenix.

(B) Cost of Signage; Changes in Signage. The first production and installation cost of the signage will be paid by Legends. Partner may change the content of the signage at its own expense (which work shall be done by Legends and billed to Partner at actual cost), subject to Legends' prior approval as described in Section 1(A) of these Terms & Conditions. Legends reserves the right to replace, upgrade or alter any signage contained in this Agreement; however, regardless of any upgrade or change, Partner will continue to receive the equivalent advertising exposure provided for in this Agreement.

2. Indemnification.

(A) Partner. Partner at its own expense will defend, indemnify and hold Legends (and its owners, partners, members, managers, officials, officers, employees and agents) harmless from all third-party claims, demands, suits, actions, proceedings, losses, fines, expenses, costs, and damages of every kind and description, including reasonable attorneys' fees and litigation expenses (collectively, "Claims"), which may be brought or made against or incurred by Legends, arising out of: (i) the use of any trademark, copyright or other intellectual property right arising out of, or connected with the signage, advertising or promotional materials; or (ii) the accuracy, character, form and subject matter of any signage, advertising or promotional materials, provided such signage, advertising or promotional materials is in a form exactly as provided in writing by Partner.

(B) Mutual. The parties will each indemnify, defend and save harmless each other (and their respective partners, members, managers, officials, officers, employees and agents) from all Claims made against or suffered by the other party because of or based upon the indemnifying party's (or its officers', managers', members', employees', agents', independent contractors' or promoters') misrepresentations, negligence, unlawful act or omission, or failure to perform any obligation under this Agreement.

(C) Party Obligations. Each party will give the other party prompt written notice of any claim or suit coming within the scope of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against the indemnitee and will permit the indemnitee, at the indemnitee's expense, to participate in the defense of the claim. Settlement by the indemnitee without the indemnitor's prior written consent, which will not be unreasonably withheld, will release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement will not affect the continuing obligations of the parties as indemnitors under this Agreement.

3. Governing Law and Arbitration. This Agreement shall be governed and controlled by the substantive laws of the State of Arizona. Any and all disputes (except for a default by Partner for failure to timely make payments, which may, at Legends' option, be resolved by a court of competent jurisdiction) arising under this Agreement (including issues regarding the interpretation of any provision of this Agreement and determinations of whether any issue arising from or related to this Agreement is subject to arbitration) shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Arbitration proceedings shall occur before a single arbitrator and take place in Phoenix, Arizona. The outcome of such arbitration proceedings shall be binding on the parties. If a party wishes to seek interim relief, whether affirmative or prohibitive, in the form of a

Partner Initials: _____

temporary restraining order, preliminary injunction or other interim equitable relief concerning the dispute, including, without limitation, provisional remedies, special action relief or stay proceedings in connection with special action relief, either before commencing or at any point in the arbitration proceedings concerning such dispute, such party may initiate the appropriate litigation to obtain such relief, which may be subject to and controlled by the ultimate decision in the arbitration proceedings. The prevailing party in any court or arbitration proceeding shall be entitled to recovery of reasonable attorney's fees and costs.

4. Default and Remedies.

(A) Default. If: (i) any party fails to pay any fees or other sums when due under this Agreement; (ii) any party fails to comply with or perform any of the provisions of this Agreement; (iii) Partner becomes insolvent; or (iv) a petition is filed by or against Partner under any foreign, federal or state statute (including, without limitation, Title 11 of the United States Code) for the benefit of creditors such as debt adjustment, liquidation, winding up, dissolution, reorganization or bankruptcy, or a custodian (as defined in 11 U.S.C. § 101), receiver or liquidator takes charge of any of Partner's property, whether by judicial appointment, agreement or operation of law; then such party will be in default of this Agreement. However, if the non-defaulting party is not precluded by law from issuing notice of the default, the defaulting party will have ten (10) days after written notice is given within which to cure the default.

(B) Legends' Remedies. If, under Section 4(A) of these Terms & Conditions, a notice of default is not required or if notice is given and a default by Partner is not cured within the time provided, then (i) Legends will be excused from further performance under this Agreement; (ii) Legends may treat this Agreement as having been terminated as of the time of default; (iii) without further notice and with or without terminating this Agreement, Legends may remarket Partner's signage and other rights or otherwise mitigate damages; (iv) Legends may, without further notice or demand, declare any earned portion of the entire amount set forth in this Agreement that is unpaid (irrespective of the payment due date) immediately due and payable in either trade value or cash (at Legends' election); and (v) Legends may recover from Partner all losses and damages it suffers by reason of a default, including any costs of finding a substitute Partner. In the alternative, at its option, Legends may continue this Agreement and recover all damages resulting from the default. Partner acknowledges that Legends has other available advertising and promotional inventory that Legends sells to other advertisers. Partner understands that, in the event of a default by Partner, Legends may continue to sell other available inventory, and shall have no obligation to sell Partner's inventory first.

(C) Partner Remedies. If, under Section 4(A) of these Terms & Conditions, a notice of default is not required or if notice is given and a Legends default is not cured within the time provided, Partner may: (i) treat the Agreement as having been terminated as of the time of default and may be excused from further performance under this Agreement; or (ii) continue this Agreement and recover all damages resulting from the default. In no event shall Legends be liable or responsible for any lost income, profits or consequential damages of Partner or any person or entity.

5. Miscellaneous.

(A) Force Majeure. In the event Legends is unable to perform its obligations under this Agreement because of fire, the elements, mob, riot, national or local emergency, strikes, lockouts, failure of negotiations between broadcast parties, calamity, epidemic, war, terrorism, or for any other reason outside the control of Legends, at its option Legends may provide additional advertising, sponsorship, or promotional rights, provide Partner with a refund or rebate, or extend the Term to compensate Partner for lost rights. In no event will any such event constitute an event of default by Legends which would permit Partner to terminate this Agreement pursuant to Section 4(A) of these Terms & Conditions or otherwise.

(B) Independent Contractors. The parties are independent contractors and are solely responsible for the conduct of their respective employees and agents in connection with the performance of their obligations under this Agreement.

(C) Assignment. Partner will not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Legends. This Agreement inures to the benefit of, and is binding upon, the parties and their respective permitted successors and assigns. Legends may make a collateral assignment of its rights under this Agreement to a financial institution ("Lender"), and Partner consents to the grant by Legends to Lender of a first priority security interest in the interest of

Partner Initials: _____

Legends under this Agreement. Upon foreclosure by Lender on Legends' interest in this Agreement, Partner consents to the transfer of Legends' right, title and interest in this Agreement (and related rights and interest) to Lender (or other party designated by Lender).

(D) Waiver. The delay or failure of a party to assert or exercise any right, remedy or privilege under this Agreement or to insist on strict and prompt performance of the covenants and agreements herein, does not constitute a waiver of any right, remedy, or failure to perform, nor will it be construed as a waiver or relinquishment of the party's right to later enforce the same according to its rights under this Agreement if there is a continuous or later default. No waiver is effective unless in writing, and then only in the specific instance for which it was given.

(E) Notice. Any notices, consents or approval required or permitted under this Agreement will be properly given if in writing, whether personally delivered, delivered by facsimile machine or forwarded by mail or overnight courier, postage prepaid, addressed to the following addresses (or such other addresses as may from time to time be designated in writing by each party):

To Legends:
Jefferson Street Signage District, LLC
Attn: Jason Rowley
201 East Jefferson Street
Phoenix, Arizona 85004
Facsimile No. (602) 379-2462

and:
Jefferson Street Signage District, LLC
Attn: Blake Edwards
401 East Jefferson Street
Phoenix, Arizona 85004
Facsimile No. (602) 462-6309

With a copy to:
Jefferson Street Signage District, LLC
Attention: Cullen Maxey
401 E. Jefferson Street
Phoenix, Arizona 85004
Attn: Nona Lee
401 East Jefferson Street
Phoenix, Arizona 85004
Facsimile No. (602) 462-6588
Facsimile No. (602) 462-6599

and:
Jefferson Street Signage District, LLC
Attn: General Counsel
201 East Jefferson Street
Phoenix, Arizona 85004
Facsimile No. (602) 379-2462

To Partner:
City of Flagstaff
Attn: Kevin Burke
_____
_____
Facsimile No. _____

(F) Time. Time is of the essence in this Agreement.

(G) Reservation of Rights. Legends reserves all rights hereunder which are not expressly granted to Partner.

(H) Authority. Each individual executing this Agreement on behalf of, or as representative for, a person, partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this Agreement on behalf of such person or entity and that this Agreement is binding upon such person or entity in accordance with its terms.

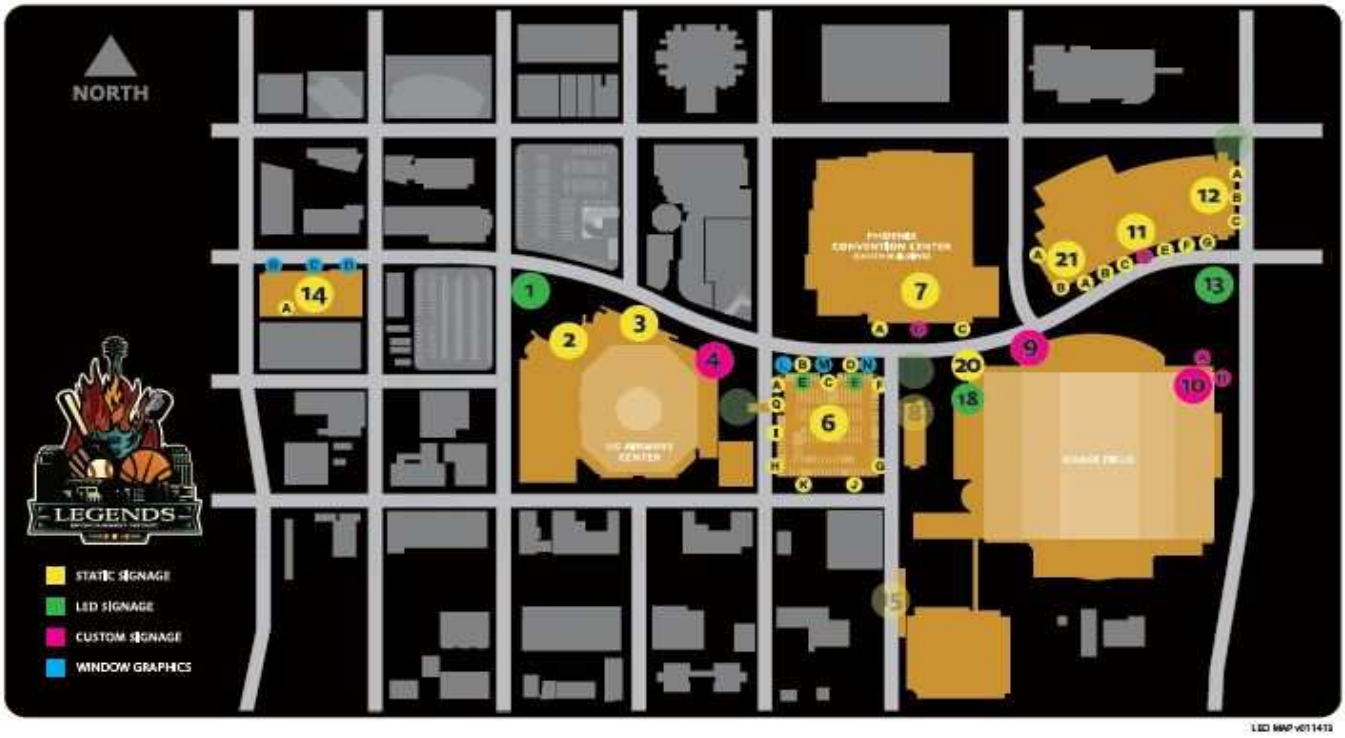
(I) Interpretation. The parties acknowledge and confirm that each of their respective attorneys has participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

(J) Severability. If any provision of this Agreement is determined to be illegal or unenforceable by an arbitrator, court or government agency of competent jurisdiction, this Agreement shall remain valid as though such provision had not been contained herein.

Partner Initials: _____

Exhibit A

(Location of Advertising and Promotion Elements)



Flagstaff
flagstaffarizona.org
The destination for all seasons
MistAMERICA
MistAMERICA
COOL ZONE

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Nicole Woodman, Sustainability Manager

Co-Submitter: Barney Helmick, Airport Director

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of Contract: Consideration and approval of the Agreement with Mead and Hunt, Inc. for the Federal Aviation Administration grant funded (AIP 37) Airport Sustainability Master Plan ***(Approve an agreement with consulting firm Mead and Hunt, Inc. in the amount of $271,097.65 for preparation of an Airport Sustainability Master Plan).***

RECOMMENDED ACTION:

1) Approve the Agreement between Mead & Hunt, Inc. and the City of Flagstaff in the amount of $271, 097.65, subject to approval by the Federal Aviation Administration (FAA) and Arizona Department of Transportation (ADOT) Multimodal Planning.
2) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Compliance with the FAA grant requires the completion of a Sustainability Master Plan at the Flagstaff Airport.

Subsidiary Decision Points: Award of the agreement is contingent upon approval by FAA and ADOT.

Financial Impact:

The total available grant is $296,508 (Federal share $270,000, State share $13,254 and City share $13,254). Of available funding, $278,830 is direct costs and $17,678 is indirect costs.

Connection to Council Goal:

Effective governance.

Has There Been Previous Council Decision on This:

The City Council ratified the FAA Sustainability Master Plan grant agreement in the amount of $270,000 on 10/01/2013.

Options and Alternatives:

1. Approve the Agreement with Mead and Hunt, Inc.
2. Reject all proposals, do not approve Agreement with Mead and Hunt, Inc. and de-obligate the grant funds.

Background/History:

The FAA invited the City to submit an application for the new Sustainable Master Plan Pilot Program which is helping airports incorporate sustainability into long-term planning. Initiated in 2010, the Sustainable Master Plan Pilot Program's goal is to help airports achieve their planning and operational objectives while achieving economic benefits, reducing environmental impacts, and improving relationships with local communities.

Key Considerations:

There are numerous benefits of airport sustainability planning, including reduced energy consumption, reduced hazardous and solid waste generation, reduced greenhouse gas emissions, improved water quality, improved community relations, and cost savings. As part of an FAA pilot program on airport sustainability planning, this grant will promote design, project implementation and financial decisions that will assist the Flagstaff Airport to identify ways to reduce energy consumption and environmental impacts, implement better business practices and improve neighbor relations.

The Sustainability Master Plan project is timely as the airport prepares to update its Master Plan in FY 2016. The Sustainability Master Plan will address the new sustainability chapter within the Master Plan update.
Six (6) firms submitted statement of qualifications for performing the master planning study. A five (5) person evaluation committee independently reviewed each qualifications statement and scored the firms on the following criteria: qualifications/expertise of the firm, knowledge and experience, and project approach/service strategy. The initial scoring resulted in a short-list of four (4) firms to be invited to perform a presentation/interview with the evaluation committee.

The presentation/interview component provided for additional points to be calculated as an aggregate total with the statement of qualifications scoring results. Mead and Hunt, Inc. was the highest ranked firm.

Aggregate Results:

Scoring Categories	**Coffman & Associates**	**Mead & Hunt**	**Ricondo & Associates**	**VHB Engineering**
Presentation	40.0	37.0	18.0	47.6
Question & Answer	72.4	80.8	49.0	93.0
Presentation/Q&A Total	**112.4**	**117.8**	**67.0**	**140.6**
RSOQ Written Submittal	440.0	490.0	439.0	450.0
Total	**552.4**	**607.8**	**506.0**	**590.6**

Expanded Financial Considerations:

The total available grant is $296,508 (Federal share $270,000, State share $13,254 and City share $13,254). Of available funding, $278,830 is direct costs and $17,678 is indirect costs. The City's share is paid for through the Airport Fund - account number 221-07-222-3296-0.

Community Benefits and Considerations:

Including sustainability principles in the planning process, the airport can create a road map before making final planning and management decisions. This will in turn promote design, project implementation and financial decisions that will help our airport identify ways to reduce energy consumption, environmental impacts, and carbon footprint. As a result, the airport incorporating sustainability in the master planning process will become a more environmentally friendly business and neighbor.

Community Involvement:

Collaborate - A member of the Sustainability Commission participated on the evaluation committee.

Involve - Bring together various stakeholders to become involved in the sustainability plan through, for example, visioning meetings, diverse advisory committee meetings, outreach sessions, airport tenant surveys, and small group discussions and breakout meetings.

Expanded Options and Alternatives:

1. Approve the Agreement with Mead and Hunt, Inc.
2. Reject all proposals, do not approve Agreement with Mead and Hunt, Inc. and de-obligate the grant funds.

Attachments: Agreement for Services Mead & Hunt, LLC

AGREEMENT FOR
PLANNING SERVICES FOR AIRPORT SUSTAINABILITY MASTER PLAN PROJECT

CITY OF FLAGSTAFF
and
MEAD & HUNT, INC.

This Agreement for a City of Flagstaff Planning Services for Airport Sustainability Master Plan Project ("Agreement") is made by and between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona, and Mead & Hunt, Inc., a corporation with an office at 133 Aviation Blvd., Suite 100, Santa Rosa, California 95403 ("Provider"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement for Planning Services for Airport Sustainability Master Plan Project and

B. Provider has available and offers to provide the personnel necessary to organize and provide said services in accordance with the Scope of Work, attached to this Agreement as Exhibits A and B;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER
Provider agrees to provide the services, as set forth in detail in Exhibits A and B attached hereto and hereby incorporated as part of this Agreement and adopted by reference.

2. COMPENSATION OF PROVIDER
The City agrees to make payment, in the amount of $271,097.65 to Provider to render the services set forth in Exhibits A and B.

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement. Provider is not obligated to accept all requests for services, depending on circumstances with other work being performed for other clients.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports if requested by the City to be provided by Provider to the City and the right of the City, and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative:	To Provider:
Barney Helmick Airport Director City of Flagstaff 211 W. Aspen Flagstaff, Arizona 86001	Jon Faucher Vice President Mead & Hunt, Inc. 133 Aviation Blvd., Suite 100 Santa Rosa, California 95403

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused in whole or in part, by the negligent, reckless or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent reckless or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims caused in whole or in part, negligent, reckless or willful acts or omissions of the Provider. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors, if any, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

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

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

1. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
   (Form CA 0001, ed. 12/93 or any replacement thereof.)
   Combined Single Limit Per Accident for Bodily Injury and Property Damage — $1,000,000

2. Professional Liability — $2,000,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles must be noted to the City. However, the Proposer shall be solely responsible for any self-insured and/or deductibles associated with the Proposer's insurance coverage.

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

1. Commercial General Liability and Automobile Liability Coverages:

   a. The City of Flagstaff, its officers, officials, and employees are additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Provider; including the City's general supervision of the Provider; products and completed operations of the Provider: and automobiles owned, leased, hired or borrowed by the Provider.

   b. The Provider's insurance shall contain broad form contractual liability coverage.

   c. The Provider's insurance coverage shall be primary insurance with respect to the City, its, officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.

d. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this contract.

f. The policies shall contain a waiver of subrogation (not including auto) against the City, its officers, officials, and employees for losses arising from work performed by the Provider for the City.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Provider for the City.

6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

6.3 Verification of Coverage. Prior to commencing work or services**,** Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Rick Compau, C.P.M., CPPO, CPPB, Purchasing Director, City of Flagstaff, Purchasing Division, 211 W. Aspen Ave., Flagstaff, AZ. 86001.** The City project/contract number and

project description shall be noted on the certificate of insurance. The City reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time**.** The City shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

8. GENERAL PROVISIONS

8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

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

8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the

court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the City or Provider without prior written consent of the other.

8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.8 Integration. This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 Non-appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City shall notify Provider of such occurrence, and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond these amounts appropriated and budgeted by the City to fund payments under this Agreement.

8.10 Compliance with Federal Immigration Laws and Regulations. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").
A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.11 Subcontractors. This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

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

8.13 Banning Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Message While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including working relating to a grant or sub-grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Sponsor must insert the substance of this clause on banning texting while driving in all sub-grants, contracts and sub-contracts.

9. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of three (3) years, beginning June 17, 2014 through June 16, 2017, unless sooner terminated as provided above.

.

City of Flagstaff	**Provider**
_____	_____
Kevin Burke, City Manager	Jon Faucher, Vice President
Attest:	
_____	
City Clerk	
Approved as to form:	
_____	
City Attorney	Date of Execution:_____

DESCRIPTION OF PROJECT AND
PROPOSED SCOPE OF CONSULTANT SERVICES
FOR
CITY OF FLAGSTAFF, FLAGSTAFF AIRPORT (FLG)
RSOQ #2014-41
Project #372900
AIP GRANT NO. 3-04-0015-037-2013

Introduction

This document includes the Project Understanding and DRAFT Scope of Work for the preparation of an **Airport Sustainable Master Plan (SMP)** for the City of Flagstaff, Flagstaff Airport (FLG) located at 6200 S. Pulliam Drive, Suite 204 of the City of Flagstaff, Arizona. The SMP will provide a framework to integrate sustainable practices into planning, design, construction, maintenance and operation of the Airport. Additionally, the SMP will be designed for integration into the City of Flagstaff, Flagstaff Airport Master Plan Update planning process anticipated in 2015, which is not included within this project Scope of Work. The SMP project is anticipated to be completed within 18 months from the Notice to Proceed date.

This Draft Scope of Work has been prepared in consideration of the Request for Statement of Qualifications prepared by the City of Flagstaff, the Statement of Qualifications submitted by the Mead & Hunt Team for the project, and published FAA guidance and lessons learned. This Scope of Work will be refined through discussions with City of Flagstaff staff and others such as the Federal Aviation Administration (FAA), as appropriate. The project will adhere to applicable FAA regulations, policies, and procedures.

This project is funded through the U.S. Department of Transportation, FAA, Airport Improvement Program, Grant #3-04-0015-037-2013 with an estimated budget of $285,000.00. A detailed budget and project schedule will be developed and negotiated based upon the refined draft Scope of Work. The SMP will be prepared in accordance with the FAA interim guidance titled “Airport Sustainable Master Plan Pilot Program” dated May 27, 2010 and with the FAA “Report on the Sustainable Master Plan Pilot Program and Lessons Learned” memo dated December 17, 2012.

The FAA’s objective for the these sustainability programs is to gain knowledge that will show how to achieve an airport’s forecast demand while meeting aviation standards, reducing an airport’s environmental impact, and maximizing the benefit to the community. The FAA’s Airport Sustainable Master Plan Pilot Program memorandum specifies that the agency is expecting to see the following in airport sustainability planning projects:

- Written Sustainability Policy or Mission Statement and a description of how it is communicated to airport employees, tenants, and the community.
- Define sustainability categories at the Airport (such as finance, facilities, environment, etc.).
- Conduct a baseline inventory or assessment of each defined sustainability category.
- For each sustainability category, establish measurable goals to minimize the impact or consumption to reduce the Airport’s overall environmental footprint.
- Identify and describe a range of specific sustainability initiatives to help the Airport achieve each set goal.
- Public Participation and Community Outreach.

As noted in the Request for Statement of Qualifications documentation, the City Flagstaff strives to create and foster a culture of continuous improvement and sustainability throughout the organization. Through the development of a SMP for the City of Flagstaff, Flagstaff Airport, the City seeks to ensure the integrity of the economic viability, operational efficiency, natural resource conservation and social responsibility of the Airport.

The City of Flagstaff, with appropriate input from the FAA and other interested stakeholders, will develop this SMP to help Flagstaff Airport develop an innovative sustainable, environmentally responsible, financially feasible SMP. The development of the SMP will be a partnership between the City of Flagstaff and the Mead & Hunt Team, with both contributing resources. The Mead & Hunt Team will assist the City of Flagstaff with accomplishing the following in accordance with this Scope of Work:

1. Crafting an airport sustainability mission statement/policy for the City of Flagstaff, Flagstaff Airport that is consistent with the City of Flagstaff Municipal Sustainability Program.
2. Instituting a stakeholder participation program that captures the maximum participation of key stakeholders.
3. Providing a description of what “sustainability” means in the context of airport master planning and be developed in a manner that maximizes economic viability, operational efficiency, natural resource conservation, and social responsibility of the airport, all while supporting operations.
4. Identifying core metrics for the City of Flagstaff, Flagstaff Airport to measure and track financial, social and environmental conditions.
5. Creating resources for use by the City of Flagstaff, Flagstaff Airport when operating and conducting planning, design, construction, and maintenance activities.
6. Preparing guidance for the City of Flagstaff, Flagstaff Airport to use when implementing components of the SMP.
7. Crafting guidance for the City of Flagstaff to use for collecting and analyzing information and reporting progress for the Airport.

The completion of the following elements and tasks have been prepared to meet the needs of the City of Flagstaff, Flagstaff Airport and adapt the program components suggested by the FAA to meet those needs.

Element One - STAKEHOLDER ENGAGEMENT AND PROJECT COMMITTEE MEETINGS

Task 1.1. Project Kickoff Meeting.

Description: A project kickoff meeting between the Mead & Hunt Team, Airport Management and Staff, City officials, other local officials or participants determined by the City, and the FAA will be held shortly after receipt of Notice to Proceed on the project. The purpose of the meeting will be to develop team relationships, establish early guidelines and expectations for the study effort, and develop a thorough understanding of the process. The scope of work will be reviewed by all the participants, and initial thoughts developed about the relative priority of work elements and specific sustainability criteria and topics. Additionally, the meeting will be used to discuss stakeholder engagement. The Mead & Hunt Team will prepare a meeting discussion outline to guide the meeting and will prepare meeting notes to summarize the discussion and identified action items.
Deliverables:

- One (1) on-site coordination meeting.
- Meeting discussion outline.
- Meeting notes.

Task 1.2. Project Coordination.

Description: Throughout the project, the Mead & Hunt Team will work closely with City of Flagstaff and the FAA to ensure that the SMP meets the needs of both, while maintaining the project Scope of Work, schedule, quality, and budget.

During the course of the 18-month project, regular meetings and discussions will be held between the Mead & Hunt Team and the City of Flagstaff. A total of three (3) coordination meetings will be held at City of Flagstaff and/or Airport offices specifically for project coordination. Additional monthly meetings will be held through teleconference/webinar meetings. The purpose of the coordination meetings will be to report on progress made on the study since the prior meeting, receive input from the participants, report on important tasks that have been completed, identify problems encountered for the purpose of resolution, evaluate and select SMP components, and generally afford an opportunity to review the work at various stages of the project.

The Mead & Hunt Team will develop a project schedule and will update it (as appropriate) subject to the approval of the City of Flagstaff.

Deliverables:

- Up to three (3) on-site coordination meetings with City of Flagstaff.
- Monthly teleconference/webinar meetings.
- Regular communication, verbal and written, during the course of the project.
- Meeting discussion outlines.
- Project schedule maintenance.

Task 1.3. Stakeholder Outreach Program.

Description: The Stakeholder Outreach Program will occur throughout the duration of the project (as needed) to facilitate coordination. The Mead & Hunt Team will work with the City of Flagstaff to identify key stakeholders.

Two primary levels of stakeholder engagement will be conducted as follows.

The **first level** of stakeholder participation is a project committee consisting of key internal stakeholders (Airport staff, City staff, representative tenants and the FAA are among the possibilities). This will represent the core “working group” that will participate in all steps of the process. Individuals invited to participate on the project committee will be identified by the City of Flagstaff or, if recommended by others, approved by the City and could include Sustainability Commissioners, near-by neighborhood representatives, university or college representatives (NAU or CCC), tenants or other stakeholders. The project committee will be responsible for providing the City of Flagstaff and the project team with feedback throughout the course of the project. In many ways, members of this group will become ambassadors for the City of Flagstaff, Flagstaff Airport. The Mead & Hunt Team will work with airport and City staff to develop the group who will participate in this working group; it is anticipated that the group will be kept relatively small to keep the “working group” feel.

Up to three (3) project committee meetings will be conducted at City of Flagstaff offices throughout the course of the project. The proposed timing of the working group meetings and the public meetings relative to the task/work product are outlined in the chart below. It is anticipated that the meetings will include participation by individuals in person and via teleconference/webinars.

The **second level** is a broad outreach to interested stakeholders as well as the surrounding communities. This outreach will include a discussion of their needs, desires and vision for what resources this project can provide to deliver the biggest benefit for the least cost. Our existing relationships with the City of Flagstaff, Flagstaff Airport, the FAA, and other organizations allow us to build our stakeholder involvement on a strong foundation. Three (3) separate outreach efforts to this broad group will be conducted with the specific methods refined during the budget development stage of this project. This scope assumes two in person, workshop-style public meetings, and one major electronic outreach effort via social media at the end, as well as 2 smaller efforts during the process to keep the public informed during "lag times." The two workshop-style, hands-on meetings will be completed at key points in the process, the first being completed during the identification of goals and key performance indicators, and the second one being completed during the identification of initiatives to meet the goals.

Deliverables:

- Description of stakeholder outreach plan.
- Up to three (3) project working group meetings.
- Up to two (2) workshop style meetings
- Up to three (3) social media updates
- Meeting notices, agendas, and materials.

ELEMENT	Working Group Meetings	Public Workshop Meetings/Outreach Efforts
Element 1. Stakeholder Engagement and Public Outreach	1 – Kick off Meeting	Kick-off Public involvement with social media description of project
Element 2. Define Sustainability Relative to the City of Flagstaff, Flagstaff Airport		
Element 3. Sustainability Goal and Performance Indicators	2 – Working meeting on goals and performance indicators	Interim social media outreach
Element 4. Baseline Inventory		1 –Introductory workshop on goals and performance indicators (completed after working group meeting comments have been addressed)
Element 5. Sustainability Initiatives	3 – Working meeting on initiatives	2 – Initiatives Workshop with public (same trip as working group meeting)
Element 6. Implementation Plan and Report		Roll out Report via Social Media

Element Two - DEFINE SUSTAINABILITY RELATIVE TO THE CITY OF FLAGSTAFF, FLAGSTAFF AIRPORT

Task 2.1. Develop Sustainability Mission/Policy Statement.

Description: The Mead & Hunt Team will work with the City of Flagstaff to define sustainability in terms that are relevant to the City of Flagstaff and Flagstaff Airport. Through discussions with the project committee, the Mead & Hunt Team will develop a customized interpretation of sustainability for the Airport, building on the City Sustainability and Regional Plan and document the values that led to the development of the definition.

During one of the meetings conducted under Task 1.3, the Mead & Hunt Team will conduct a working session to discuss the various definitions of sustainability and conclude with a definition deemed appropriate for the Airport. The definition will be consistent with the City of Flagstaff's definition as well as common definitions of sustainability from public agencies and airports, but tailored to meet the City of Flagstaff, Flagstaff Airport. It is anticipated that the Airport's definition for sustainability will include consideration of environmental, economic, and social factors. From the discussion, the Mead & Hunt Team will prepare a draft policy statement for approval that is unique to Flagstaff Airport while complementing the existing City sustainability program. The policy statement will then be used to guide the overall preparation of the SMP.

Deliverables:

- Policy statement, including a definition of sustainability, for the SMP.

Task 2.2. Define Categories and Resources to be Considered.

Description: Based upon the policies identified in Task 2.1 and the categories noted in the Request for Statement of Qualifications, the Mead & Hunt Team will prepare a refined list of categories and resources for possible consideration in the SMP. The terms "categories and resources" refer to attributes, facilities, and activities at the Airport that fit within the umbrella of sustainability. The project Request for Statement of Qualifications included a number of categories that are anticipated to be incorporated into the SMP, including:

- Air Quality
- Energy and Lighting
- Dark Skies
- Natural Resource Management
- Land Use and Transportation
- Planned Development
- Resiliency and Preparedness
- Waste Management
- Water

While all of these categories will be addressed in the plan, the specific details of what will be inventoried and tracked will be determined after reviewing the existing available information. The Mead & Hunt Team will review readily available plans in place at the Airport and from the City to identify base materials that will then be used to frame and focus the various categories that could be considered. From this review,

the Mead & Hunt Team will provide guidance for consideration by the City during the selection of the final categories for this project.

Deliverables:

- Identification of categories for possible consideration in the SMP.

Element Three - SUSTAINABILITY GOAL AND PERFORMANCE INDICATORS

Task 3.1. Identify Range of Sustainability Goals.

Description: During one of the meetings conducted under Task 1.2, the Mead & Hunt team will conduct a working group meeting to develop a preliminary list of goals for consideration by the City of Flagstaff, Flagstaff Airport for the SMP. The Mead & Hunt Team will draft specific goals for short- and long-term desired achievements. Goals could include achieving a specific outcome (e.g., reduce energy consumption) and initiating changes to an activity (e.g., public involvement), as well as targets and time frames for meeting applicable targets and will be developed in consideration of the Regional Plan and the City Sustainability Plan.

The Mead & Hunt Team will refine the goals based on input from the project committee under Task 1.3, as well as input received during the workshop-style public meeting, as detailed in the Task 1.3.

Deliverables:

- List of goals for use in the SMP.

Task 3.2. Identify Range of Sustainability Performance Indicators.

Description: The Mead & Hunt Team will propose performance indicators (i.e., units of measurement and metrics) for use when measuring parameters relative to the achievement of each goal. Metrics are important as they will allow the City of Flagstaff, Flagstaff Airport to track the existing baseline conditions compared with the implementation of their sustainability practices in order to quantify the success of their program and make any adjustments. In some cases, there will be one performance indicator for a goal and, in other cases, there may be several performance indicators that describe a particular outcome (such as measuring water quality). Performance indicators will be developed in relation to operational measures, such as total operations, staff levels, costs, revenue, etc. Also, when able, performance indicators that either match or are comparable to those being used by the City of Flagstaff sustainability plan will be selected to enable reporting and comparison with other City functions.

Deliverables:

- List of performance indicators applicable to the City of Flagstaff, Flagstaff Airport.

Element Four – BASELINE INVENTORY

Task 4.1. Collect Available Information and Data.

Description: This task includes a two-tiered approach to the inventory. The first tier will identify areas which would serve as the bedrock issues that would be monitored and for which an inventory is necessary. It the understanding of the Mead & Hunt Team that much of the first tier inventory information is already being collected by the City of Flagstaff and the Airport and is relatively available. Relative to the City of Flagstaff, Flagstaff Airport SMP, the second tier issues will be identified that should be measured on an ongoing basis and thus inventoried subject to the availability of time and resources. This second tier will serve as a "strive for" base of information.

When able, the Mead & Hunt Team will review and use existing baseline data currently available from the City of Flagstaff and the Airport. An initial list will be prepared that delineates the information needed to prepare the baseline inventory to be completed in Task 4.2. Once the initial list is completed, the City of Flagstaff will be responsible for indicating what information from the list is available and what information is not available. The Mead & Hunt Team will review readily available information through on-line sources, previous planning and financial assessments, storm water plans, existing Dark Skies information, and tenant records as appropriate. Information from the City of Flagstaff will be collected and reviewed. The existing information from the City's Resiliency and Preparedness Study will also be used. The Mead & Hunt Team will assist the City of Flagstaff during the compilation of needed information by drafting letters and indicating where information may be gathered. In many instances, it will be the City of Flagstaff's responsibility to provide the information to the Mead & Hunt Team, such as utility records for the Airport.

An identification of past and current sustainable practices will be completed using readily available information. The Mead & Hunt Team will conduct a site inspection of the facilities and services related to sustainability categories selected in Element Two in conjunction with a trip to conduct other meetings.

The Mead & Hunt Team will prepare a questionnaire for Airport staff/tenants to complete that collects information concerning current conditions. Working with Airport management, the Mead & Hunt Team will develop a questionnaire which will be used to gather baseline information to supplement information provided by the Airport. The goal of this effort is to gather information not provided by the Airport. It will be the responsibility of the Airport to distribute and collect the surveys. The Mead & Hunt Team will compile the information collected from the surveys.

Deliverables:

- List of information needed.
- Staff and tenant questionnaires.
- Site inspection visit conducted concurrent with other meetings.
- Copies of collected data and information.

Task 4.2. Prepare Baseline Inventory for Sustainability Categories and Resources.

Description: The Mead & Hunt Team, using the information collected in Task 4.1, will prepare a baseline inventory for each of the sustainability categories selected in Element Two. The Mead & Hunt Team will coordinate with the City of Flagstaff to determine the appropriate year for use as a baseline. The year selected will often depend upon the availability of information. Depending upon the categories that are selected, inventories could include, for example:

- Water (location of discharges, quality of receiving body, general quantities of use and of discharge)
- Air Quality/GHG Emissions
- Energy and usage
- Lighting
- Dark Skies
- Risk and Vulnerability Baseline
- Existing solid waste procedures
- Staffing
- Operation and Maintenance
- Financial
- Social (noise complaints, outreach, minority or local contracting and procurement, etc.): this scope assumes no new noise contours will be completed.
- Land use (noise exposure and land use compatibility)

Where possible, past and current inventory information will be categorized into current and short-, medium-, and long-term for time frames of relevance. In addition, data sources will be categorized as measured, estimated, or subjective to disclose levels of confidence. An Inventory working paper will be drafted for review by the City of Flagstaff. This task does not include the measurement or development of data that is not part of existing information available to Airport management currently (e.g., noise monitoring, water quality testing, etc.). Two specific areas of baseline information are highlighted as separate tasks below due to the specific work associated with those tasks.

Deliverables:

- Sustainability Inventory Section for integration in the SMP.

Task 4.3. Greenhouse Gas Inventory.

The Mead & Hunt Team will develop a Scope 1 and 2 (i.e., those sources owned and controlled by the Airport) Greenhouse Gas Inventory for the City of Flagstaff, Flagstaff Airport. This inventory will provide a baseline which will include elements critical for obtaining an understanding of Greenhouse Gas emissions associated with the Airport that are Airport-controlled. The report will include a summary table containing the emissions associated with the various sources. For the purpose of simplicity, the report will use the CO2 equivalency method.[1] This method of simplifying GHGs is represented by the symbol CO2e.

The Inventory will be completed following the guidance in the Airport Cooperative Research Program document titled "Guidebook on Preparing Airport Greenhouse Gas Emissions Inventories." The following list specifies the data required and the party responsible for gathering the information:

[1] The IPCC Fourth Assessment Report has assigned the following CO_2e values: 1 for CO_2, 25 for CH_4, and 298 for N_2O

Scope 1 and 2 – Airport Owned and Controlled

- Airport-owned and controlled electrical consumption – Airport to provide annual electrical usage.
- Airport-owned and controlled natural gas consumption – Airport to provide annual natural gas usage.
- Airport-owned and controlled vehicles' fuel consumption – Airport to provide annual gallons consumed by type of fuel.
- Airport-owned and controlled stationary generators or power plants – Airport to provide. Required information to be reported in annual runtimes by engine type, or by fuel consumed.
- Training fires occurring on Airport – Airport to provide by annual gallons of fuel consumed.
- Airport-owned aircraft, if any – Airport to provide by type of aircraft and number of operations.
- Average airport employee commute distance – Airport to provide.
- Water use and Waste generation – City of Flagstaff to provide.

After analyzing the data provided by the Airport and collected in the surveys completed in Task 4.1, the Mead & Hunt Team will apply the appropriate emissions factors to the Scope 1 and 2 sources and compile the results in a summary table.

Deliverables:

- Greenhouse gas narrative report.
- Greenhouse gas emissions summary table.

Task 4.4. Level II Energy Audit - Energy Efficiency Assessment and Dark Skies Assessment

The task includes a review of energy sources and rates of consumption at the City of Flagstaff, Flagstaff Airport relative to energy efficiency and Dark Skies. The Mead & Hunt Team will conduct an energy efficiency assessment of the passenger terminal facility, Aircraft Rescue and Fire Fighting (ARFF) Building, Maintenance Building, and airfield lighting.

The Mead & Hunt Team, through the utilization of local energy planners, shall conduct a **Level II** energy audit, which is an "energy survey and analysis" that consists of a detailed building survey, involving data collection to establish building trends. It provides a more detailed cost benefit analysis for energy conservation measures, including changes to operation and maintenance procedures (changing controls sequences/set points/scheduling, equipment repair/modification). It also identifies capital intensive energy conservation measures that require more thorough analysis (new equipment and controls).

The plan will prioritize recommendations for energy improvements that will help save money today, as well as plan for future capital improvements. Each recommendation will include a payback period to help assess the most cost effective initiatives as well as examining ways to decrease light pollution relative to the Dark Sky initiative.

The energy audit will include descriptions and analysis of the energy-using systems of the terminal building, resulting from on-site observation, measurement and engineering of the following:

- Building hot water systems
- HVAC & controls
- Process systems
- Envelope

- Lighting
- Common areas
- Utility providers & rates
- Other applicable systems

The energy audit will include an analysis summary that presents energy use and cost, a target for energy use and cost, savings from recommended measures, and comparison of current recommendations to the target.

Deliverables:

- Energy audit report.

Task 4.5. Resiliency and Preparedness Assessment

Description: The task includes a review of the information collected by the City of Flagstaff for the City's Resiliency and Preparedness Plan, and building upon the same qualitative methodology will create a risk assessment for the Airport. It is assumed in this scope that no additional modeling will be completed; however, it will follow the qualitative methodology set out in the City's plan to complement that plan and provide additional focus on the Airport as a unique element. The results of this assessment will be integrated into the inventory chapter, and will create a baseline to help identify specific initiatives relative to resiliency and preparedness in the Element 5 portion of this scope

Deliverables:

- Resiliency and Preparedness Assessment.

Element Five – SUSTAINABILITY INITIATIVES

Task 5.1. Develop Range of Initiatives for Meeting Goals.

Description: The Mead & Hunt Team will develop an initial listing of candidate airport sustainability initiatives and programs for achieving goals identified in Task 3.1 and based on the results found in the inventory. The initiatives may include operations, management, environmental, social, capital, or mixtures of types. The Mead & Hunt Team will prepare a matrix that identifies potential overlap and synergies in cases where candidate initiatives meet more than one goal, or can be shared with other parties such as tenants. The Mead & Hunt Team will reference City of Flagstaff initiatives, the Sustainable Aviation Guidance Alliance (SAGA), Airport Cooperative Research Program (ACRP) reports, programs at other airports, and industry best practices when developing the candidate initiatives. As detailed in Task 1.3, this step will include a working group meeting, as well as a public workshop meeting.

Deliverables:

- Matrix detailing the initial listing of candidate airport sustainability initiatives and programs.

Task 5.2. Evaluation of Initiative Effectiveness, Cost, and Effort.

Description: The list of candidate airport sustainability initiatives and programs developed in Task 5.1 will be screened to determine their viability and appropriateness for implementation at the City of Flagstaff, Flagstaff Airport. Screening of the options will first be conducted at a broad level to determine which ones are reasonably viable. After an initial screening, options will be evaluated to determine their effectiveness

for meeting the sustainability goals. Additionally, the staff resources and financial needs for a list of narrowed initiatives will be estimated.

The sustainability initiatives will be ranked by key criteria (effectiveness, cost, feasibility, and timeliness) and charted in a matrix for assessment. Return on investment will be calculated for a small number of projects (3-5) deemed to be most of interest based on the goals set out in previous tasks. First cost and total cost will be considered. All evaluations will be based on known results in other locations or estimates based on rules of thumb or spreadsheet calculations.

Deliverables:

- Revisions to the matrix developed in Task 5.1 to include evaluation criteria data.

Task 5.3. Recycling and Waste Management Plan.

Description: The recently passed FAA Reauthorization bill (FAA Modernization and Reform Act of 2012) includes a new requirement for Airport Master Plans to address recycling by:

- Evaluating the feasibility of solid waste recycling,
- Minimizing the generation of waste,
- Identifying operations & maintenance requirements,
- Reviewing of waste management contracts, and
- Identifying the potential for cost savings or revenue generation.

The Mead & Hunt Team will collect baseline information on the City of Flagstaff, Flagstaff Airport's waste management program. During meetings conducted in Task 1.2, the Mead & Hunt Team will meet with Airport staff to understand how waste is managed at the City of Flagstaff, Flagstaff Airport and what current education efforts for passengers, employees, contractors and tenants are already in place. In addition, the Mead & Hunt Team will collect information such as waste collection contracts, monthly waste/recycling invoices, and the waste-related costs for waste and recycling (containers, hauling, disposal, and labor).

The Mead & Hunt Team will seek to understand the sources, composition, and quantities of waste generated at the City of Flagstaff, Flagstaff Airport. This will be accomplished through a facility walk-through, and an examination of monthly waste/recycling invoices, a discussion with the current waste removal and recycling providers, and through a waste audit. The facility walk-through, collection of monthly waste/recycling invoices, and meeting with waste removal providers will take place in conjunction with the data collection site visit. The waste audit process will include interviewing Airport Management and waste removal and recycling providers to validate scope of existing efforts including estimated percentages of various waste streams and their final destinations, through both a verbal interview and site review.

Recommendations for improving recycling and minimizing waste generated at the Airport will be developed. Recommendations will include identification of potential cost savings or revenue generation.

Deliverables:

- Recycling and waste management plan.

Task 5.5. Recommendation of Initiatives for Implementation and Inclusion in the Airport Capital Improvement Program.

Description: The Mead & Hunt Team will prepare a listing of initiatives recommended for implementation based upon their ability to meet sustainability goals using available resources, as well as input received from stakeholders. The recommendations and rationale for the initiatives will be developed and documented. After the initial recommendations are provided, input will be solicited from the City of Flagstaff and FAA to develop the consensus recommendations for inclusion in the SMP.

The Mead & Hunt Team will prepare a listing of initiatives recommended for implementation to either supplement to be included in the Capital Improvement Program (CIP) as separate projects. The recommendations and rationale for the initiatives will be developed and documented.

A review of the recommended initiatives will be conducted to identify potential funding sources. Traditional sources (e.g., FAA, Department of Energy, etc.) will be examined as well as non-traditional sources such as EPA and foundations, or non-profits.

Deliverables:

- List of initiatives to be included in the Airport's CIP.
- List of potential funding sources available for initiatives.

Element Six - IMPLEMENTATION PLAN AND SUSTAINABLE MASTER PLAN REPORT

Task 6.1. Generalized Implementation Plan and Tool.

Description: The Mead & Hunt Team will develop a generalized implementation plan based on the recommendations developed in Task 5.3. This will include the general process for implementing initiatives, highlighting those initiatives that are the "low-hanging fruit" prioritized for implementation.

Simplified tools, such as a spreadsheet, will be developed for calculating and documenting metrics. The spreadsheet will be designed to perform basic calculations using information as generated during the study (e.g., total number operations, hours of equipment use, tons of waste, etc.) and provide an output in terms of the sustainability goals. The spreadsheet will include a summary sheet to provide a "report card" type format that can be exported or printed for the purpose of sharing with the community.

An emphasis will be placed on developing procedures and tools that do not require resources above what is currently available to the City of Flagstaff in terms of staff, time, or finances. The procedures will not include the use of detailed financial, social, or environmental modeling (EDMS, INM, etc.), but instead rely upon software already available to the Airport (MS Excel, Google Docs, etc.). This will also include recommendations for timing and options for future public outreach relative to sustainability.

Deliverables:

- Procedures for tracking goals and metrics.
- An MS Excel spreadsheet for use when calculating quantitative metrics and reporting progress.
- An initial staff orientation for the procedures and spreadsheet.

Task 6.2. Airport Sustainable Master Plan Document.

Description: The Mead & Hunt Team will document the process and results of the sustainability planning process and recommendations. The document will be organized in a format consistent with FAA guidance. An outline of the document will be submitted for review and approval before the preparation of a draft document.

A Draft Sustainability Management Plan document will be submitted to the City of Flagstaff and FAA concurrently for review and comments. Electronic copies and a maximum of 10 hard copies of the draft document will be produced. Upon receipt of comments on the draft, a Final Airport SMP document will be prepared and delivered to the City of Flagstaff. This task includes the production of 10 hard copy versions and electronic versions of the final document. At least three of the copies produced for the draft and final documents will be provided to the FAA.

Deliverables:

- Document outline.
- 10 hard copies and electronic versions of the Draft Airport Sustainable Master Plan document.
- 10 hard copies and electronic versions of the Final Airport Sustainable Master Plan document.

Task 6.3. Airport Sustainable Master Plan Outreach Materials.

Description: Concurrent with completion of the Final Airport Sustainable Master Plan document, the Mead & Hunt Team will prepare text and graphics outlining the Airport's sustainability policies and management plan. The materials will be provided in a format that can be easily posted to or adapted for a website. A general PowerPoint presentation will be prepared and provided for use by the City of Flagstaff for presenting the Airport's sustainability policies and management plan. The materials will be drafted and submitted to the City of Flagstaff for review, and revised based upon comments. This task does not include the preparation or revision of presentation materials after completion of this contract.

Deliverables:

- Text and graphics suitable for posting on websites.
- General project PowerPoint presentation for use by the Airport.

EXHIBIT B

DRAFT BUDGET
City of Flagstaff, Flagstaff Airport
Sustainability Master Plan
April 29, 2014

	Mead & Hunt Principal	Mead & Hunt Manager	Mead & Hunt Planner	Mead & Hunt Tech and Graphics	Mead & Hunt Administrative	Armstrong Manager	Armstrong Planner	KH Planner	KH Engineer	KH Engineer	PSM2 Project Specialist	PSM2 Project Specialist	PSM2 Graphic Designer	PSM2 Project Assistant	Total Person Hours	Total Labor Cost	Mead and Hunt Direct Expenses	Armstrong Direct Expenses	Kimley Horn Direct Expenses	PSM2 Direct Expenses	TOTAL COST
Hourly Billing Rates	*$236.00*	*$168.00*	*$121.00*	*$123.00*	*$66.00*	*$160.00*	*$120.00*	*$250.00*	*$232.00*	*$215.00*	*$97.61*	*$70.24*	*$57.47*	*$51.08*							
Element One / PROJECT MANAGEMENT AND ORGANIZATION	**6**	**124**	**92**	**22**	**6**	**80**	**30**	**48**	**0**	**0**	**52**	**10**	**4**	**4**	**478**	**$71,094.32**	**$16,000.00**	**$1,700.00**	**$800.00**	**$3,088.50**	**$92,682.82**
Task 1.1. Project Kickoff Meeting	2	12	4	2	4	8	2	4	0	0	8	0	0	0	46	$6,782.88	$1,600.00	$350.00	$0.00	$0.00	$8,732.88
Task 1.2. Project Coordination	2	48	32	8	0	32	16	20	0	0	0	0	0	0	158	$25,432.00	$4,800.00	$1,000.00	$0.00	$0.00	$31,232.00
Task 1.3. Stakeholder Involvement Program	2	64	56	12	2	40	12	24	0	0	44	10	4	4	274	$38,879.44	$9,600.00	$350.00	$800.00	$3,088.50	$52,717.94
Element Two / SUSTAINABILITY DEFINITION, POLICY, AND CATEGORIES	**2**	**16**	**20**	**0**	**0**	**14**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**60**	**$8,780.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$8,780.00**
Task 2.1. Develop Sustainability Mission/Policy Statement	2	8	8	0	0	4	0	0	0	0	0	0	0	0	22	$3,424.00	$0.00	$0.00	$0.00	$0.00	$3,424.00
Task 2.2. Define Categories and Resources to be Considered	0	8	12	0	0	10	8	0	0	0	0	0	0	0	38	$5,356.00	$0.00	$0.00	$0.00	$0.00	$5,356.00
Element Three / GOALS AND METRICS	**2**	**32**	**48**	**8**	**0**	**24**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**118**	**$16,960.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$16,960.00**
Task 3.1. Define Goals and Metrics for Each Category and Resource	2	12	8	0	0	12	2	0	0	0	0	0	0	0	36	$5,616.00	$0.00	$0.00	$0.00	$0.00	$5,616.00
Task 3.2. Prepare Procedures for Tracking Goals	0	20	40	8	0	12	2	0	0	0	0	0	0	0	82	$11,344.00	$0.00	$0.00	$0.00	$0.00	$11,344.00
Element Four / BASELINE INVENTORY FOR DEFINED CATEGORIES	**2**	**40**	**118**	**10**	**4**	**90**	**122**	**0**	**10**	**22**	**0**	**0**	**0**	**0**	**418**	**$59,054.00**	**$27,000.00**	**$0.00**	**$0.00**	**$0.00**	**$86,054.00**
Task 4.1. Collect Available Information and Data	0	6	20	0	0	30	52	0	4	4	0	0	0	0	116	$16,256.00	$0.00	$0.00	$0.00	$0.00	$16,256.00
Task 4.2. Prepare Baseline Inventory for Sustainability Categories and Resour	0	6	24	2	0	20	30	0	6	12	0	0	0	0	100	$14,930.00	$0.00	$0.00	$0.00	$0.00	$14,930.00
Task 4.3 Greenhouse Gas Inventory	0	8	40	0	2	0	0	0	0	0	0	0	0	0	50	$6,316.00	$0.00	$0.00	$0.00	$0.00	$6,316.00
Task 4.4 Level II Energy Audit and Dark Skies Assessment	0	8	10	4	2	0	0	0	0	6	0	0	0	0	30	$4,468.00	$27,000.00	$0.00	$0.00	$0.00	$31,468.00
Task 4.5 Resiliency and Preparedness Assessment	2	12	24	4	0	40	40	0	0	0	0	0	0	0	122	$17,084.00	$0.00	$0.00	$0.00	$0.00	$17,084.00
Element Five / SUSTAINABILITY INITIATIVES	**2**	**46**	**88**	**14**	**2**	**66**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**262**	**$36,542.00**	**$1,000.00**	**$0.00**	**$0.00**	**$0.00**	**$37,542.00**
Task 5.1. Develop Range of Initiatives for Meeting Goals	0	12	20	2	0	24	8	0	0	0	0	0	0	0	66	$9,482.00					$9,482.00
Task 5.2. Evaluation of Initiative Effectiveness, Cost, and Effort	0	12	20	8	0	20	12	0	0	0	0	0	0	0	72	$10,060.00	$1,000.00	$0.00	$0.00	$0.00	$11,060.00
Task 5.3 Recycling and Waste Management Plan	0	12	32	4	0	8	12	0	0	0	0	0	0	0	68	$9,100.00	$0.00	$0.00	$0.00	$0.00	$9,100.00
Task 5.4. Recommendation of Initiatives for Implementation/Inclusion in CIP	2	10	16	0	2	14	12	0	0	0	0	0	0	0	56	$7,900.00	$0.00	$0.00	$0.00	$0.00	$7,900.00
Element Six / IMPLEMENTATION PLAN AND SUSTAINABLE MASTER PLAN	**2**	**36**	**94**	**28**	**8**	**22**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**200**	**$26,878.83**	**$2,200.00**	**$0.00**	**$0.00**	**$0.00**	**$29,078.83**
Task 6.1. Generalized Implementation Plan and Tool	0	20	44	12	0	4	0	0	0	0	0	0	0	0	80	$10,897.61	$0.00	$0.00	$0.00	$0.00	$10,897.61
Task 6.2. Airport Sustainable Master Plan Document	2	8	30	8	6	16	8	0	0	0	0	0	0	0	78	$10,443.61	$1,000.00	$0.00	$0.00	$0.00	$11,443.61
Task 6.3. Airport Sustainable Master Outreach Materials	0	8	20	8	2	2	2	0	0	0	0	0	0	0	42	$5,537.61	$1,200.00	$0.00	$0.00	$0.00	$6,737.61
Total Costs	**$3,776.00**	**$49,392.00**	**$55,660.00**	**$10,086.00**	**$1,320.00**	**$47,360.00**	**$26,160.00**	**$12,000.00**	**$2,320.00**	**$4,730.00**	**$5,075.72**	**$702.40**	**$229.88**	**$204.32**	**1,536**	**$219,309.15**	**$46,200.00**	**$1,700.00**	**$800.00**	**$3,088.50**	**$271,097.65**

EXHIBIT C

GRANT PROVISIONS

Grant Project Title: **Airport Sustainability Master Plan**

Funding Agency: **U.S. Department of Transportation, Federal Aviation Administration**

Grant Agreement No.: **3-04-0015-037-2013**

City Project No.: **TBD**

FAA
Airports

Required Contact Provisions for Airport Improvement Program and for Obligated Sponsors

Contents

1. REQUIRED CONTRACT PROVISIONS. 2
2. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333) 4
3. AFFIRMATIVE ACTION REQUIREMENT. (Reference: 41 CFR part 60-4, Executive Order 11246) 5
4. BREACH OF CONTRACT TERMS. (Reference 2 CFR § 200 Appendix II(A)) 7
5. BUY AMERICAN PREFERENCE. (Reference: 49 USC § 50101) 8
6. CIVIL RIGHTS - GENERAL. (Reference: 49 USC § 47123) 13
7. CIVIL RIGHTS – TITLE VI ASSURANCES. 14
8. DEBARMENT AND SUSPENSION (NON-PROCUREMENT). (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility) 21
9. DISADVANTAGED BUSINESS ENTERPRISE. (Reference: 49 CFR part 26) 22
10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.) 23
11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference: 49 CFR part 20, Appendix A) 24
12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910) 25
13. RIGHT TO INVENTIONS. (Reference 2 CFR § 200 Appendix II(F)) 25
14. TERMINATION OF CONTRACT. (Reference 2 CFR § 200 Appendix II(B)) 26
15. TRADE RESTRICTION (Reference: 49 CFR part 30) 27
16. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c)) 28

1. REQUIRED CONTRACT PROVISIONS.

Federal laws and regulations require that specific contract provisions be included in certain contracts, requests for proposals, or invitations to bid ***whether or not*** the contracts are federally-funded. This requirement is established within the grant assurances. Other contract provisions are required to be in federally-funded contracts, including all subcontracts. For purposes of determining requirements for contract provisions, the term ***contract*** includes subcontracts.

The type and magnitude of a project determines whether a provision is required. Some Federal provisions have dollar thresholds that define when they are applicable. The majority of the Federal provisions may be incorporated within the contract itself. However, certain Federal notices are required to be identified within the Notice-to-Bidders.

1.1. GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

1) Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;

2) Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

3) Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

5) Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

1.2. GENERAL REQUIREMENT FOR REQUESTS FOR BIDS (ADVERTISEMENT) AND NOTICE TO BIDDERS

In general, the sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice. The provisions that can be incorporated by reference in the Request or Notice are:

1) Buy American Preference

2) Foreign Trade Restriction

3) Davis Bacon

4) Affirmative Action

5) Governmentwide Debarment and Suspension

6) Governmentwide Requirements for Drug-free Workplace

1.3. GENERAL REQUIREMENTS FOR ALL CONTRACTS ENTERED INTO BY OBLIGATED SPONSORS.

Where noted, the sponsor must include certain notifications in contracts or solicitations for proposals regardless of funding source.

1.4. FAILURE TO COMPLY WITH PROVISIONS.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1) Withhold progress payments or final payment,

2) Terminate the contract,

3) Seek suspension/debarment, or

4) Any other action determined to be appropriate by the sponsor or the FAA.

1.5. REQUIRED CONTRACT PROVISIONS.

The following list summarizes the contract provisions and to what types of contracts the provisions apply:

All Contracts Regardless of Funding Source

a. Civil Rights – General

Civil Rights – Title VI **All AIP Funded Contracts**

a. Access to Records and Reports
b. Affirmative Action Plan
c. Buy American Preferences
d. Civil Rights – General
e. Civil Rights - Title VI
f. Disadvantaged Business Enterprises
g. Energy Conservation Requirements
h. Federal Fair Labor Standards Act (Minimum Wage)
i. Lobbying and Influencing Federal Employees

j. Occupational Safety and Health Act
k. Rights to Inventions
l. Trade Restriction Clause
m. Veteran's Preference

Additional Provisions for AIP Funded Contracts that are $2,000 and greater

a. Copeland Anti-Kickback
b. Davis Bacon Requirements

Additional Provisions for AIP Funded Contracts that are $10,000 and greater

a. Affirmative Action
b. Equal Employment Opportunity
c. Nonsegregated Facilities
d. Termination of Contract

Additional Provisions for AIP Funded Contracts that are $25,000 and greater

a. Debarment and Suspension

Additional Provisions for AIP Funded Contracts that are $100,000 and greater

a. Breach of Contract
b. Clean Air and Water Pollution Controls
c. Contract Work Hours and Safety Standards

2. **ACCESS TO RECORDS AND REPORTS**.

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

2.1. **APPLICABILITY.**

Applies to all AIP-funded projects and must be included in all contracts and subcontracts.

2.2. **MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows:

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

3. **AFFIRMATIVE ACTION REQUIREMENT**.

(Reference: 41 CFR part 60-4, Executive Order 11246)

3.1. **APPLICABILITY**.

Incorporate in all AIP-funded construction contracts and subcontracts that exceed $10,000. This notice must be placed within the solicitation for proposals. The goals for minority participation are dependent upon the Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA). Refer to Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EA and SMSA and their associated minority goals. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors.

3.2. **MANDATORY CONTRACT LANGUAGE**.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

A. Timetables
B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
C. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

3.3. **AFFIRMATIVE ACTION PLAN**.

The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

4. **BREACH OF CONTRACT TERMS.**

(Reference 2 CFR § 200 Appendix II(A))

4.1. **APPLICABILITY.**

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at $100,000.

4.2. **MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(A). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

5. BUY AMERICAN PREFERENCE.
(Reference: 49 USC § 50101)

5.1. APPLICABILITY.

The sponsor must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable.

5.2. REQUIREMENTS.

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

1) applying the provision is not in the public interest;

2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;

3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening; or

4) applying this provision would increase the cost of the overall project by more than 25 percent.

5.3. NATIONAL BUY AMERICAN WAIVERS WEBSITE.

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

5.4. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a) Only installing steel and manufactured products produced in the United States; or
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States, or;
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a) Detailed cost information for total project using US domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

6. **CIVIL RIGHTS - GENERAL.**

(Reference: 49 USC § 47123)

6.1. **APPLICABILITY.**

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

6.2. **MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows:

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

7. CIVIL RIGHTS – TITLE VI ASSURANCES.

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

1) Title VI Solicitation Notice
2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
3) Title VI Required Clause for Land Interests Transferred from the United States
4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
6) Title VI List Of Pertinent Nondiscrimination Statutes And Authorities

7.1. APPLICABILITY.

The sponsor must insert the **Title VI Solicitation Notice** in:

1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and

2) All proposals for negotiated agreements regardless of funding source

The Sponsor must insert the **Title VI required contract clause** and the **Title VI list of Pertinent Nondiscrimination Statutes and Authorities** in every contract or agreement, unless the sponsor has determined and the FAA has agreed, that the contract or agreement is not subject to the nondiscrimination Acts and the Regulations.

The sponsor must insert the clauses of **Title VI Clauses for Deeds Transferring United States Property**, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

The sponsor must include the **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, Or Program**, the **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program,** and the **Title VI List of Pertinent Nondiscrimination Authorities**, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties:

1) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

2) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

7.2. **MANDATORY CONTRACT LANGUAGE.**

7.2.1. Title VI Solicitation Notice

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7.2.2. Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7.2.3. Title VI Clauses for Deeds Transferring United States Property

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (***Title of Sponsor***) will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), for the **(Airport Improvement Program or**

other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (***Title of Sponsor***) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (***Exhibit A attached hereto or other exhibit describing the transferred property***) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (***Title of Sponsor***) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***Title of Sponsor***), its successors and assigns.

The (***Title of Sponsor***), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (***Title of Sponsor***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

7.2.4. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7.2.5. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7.2.6. Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

8. **DEBARMENT AND SUSPENSION (NON-PROCUREMENT**).

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

8.1. **APPLICABILITY**.

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction".

Incorporate in all contracts and subcontracts that exceed $25,000.

8.2. **MANDATORY CONTRACT LANGUAGE**.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

9. **DISADVANTAGED BUSINESS ENTERPRISE.**

(Reference: 49 CFR part 26)

9.1. **APPLICABILITY.**

The Disadvantaged Business Enterprise requirements found in 49 CFR part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

9.2. **MANDATORY CONTRACT LANGUAGE.**

The mandatory language that must be used on AIP funded project contracts is as follows. Other than to insert appropriate Sponsor information into the noted spaces, the Sponsor must not modify these contract clauses:

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

10. **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

(Reference: 29 USC § 201, et seq.)

10.1. **APPLICABILITY.**

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act**.**

10.2. **MANDATORY CONTRACT LANGUAGE.**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference: 49 CFR part 20, Appendix A)

11.1. APPLICABILITY.

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

11.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**
(Reference 20 CFR part 1910)

12.1. **APPLICABILITY.**

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

12.2. **MANDATORY CONTRACT LANGUAGE.**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. **RIGHT TO INVENTIONS.**
(Reference 2 CFR § 200 Appendix II(F))

13.1. **APPLICABILITY.**

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

13.2. **MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(F).

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. **TERMINATION OF CONTRACT.**

(Reference 2 CFR § 200 Appendix II(B))

14.1. **APPLICABILITY**.

Incorporate in all contracts and subcontracts that exceed $10,000.

14.2. **MANDATORY CONTRACT LANGUAGE.**

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. **TRADE RESTRICTION**

(Reference: 49 CFR part 30)

15.1. **APPLICABILITY.**

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

15.2. **MANDATORY CONTRACT LANGUAGE.**

The mandatory language is as follows:

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. **VETERAN'S PREFERENCE**

(Reference: 49 USC § 47112(c))

16.1. **APPLICABILITY.**

The Veteran's preference clause found in 49 USC § 47112(c) applies to all AIP-funded projects and must be included in all contracts and subcontracts that involve labor

16.2. **MANDATORY CONTRACT LANGUAGE.**

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 49 USC § 47112(c) is as follows:

VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

    It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

    In carrying out planning projects:

    a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

    b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

    c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

    d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

    e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

    f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

    g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

    h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

    a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

   1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
    b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

U.S. Department
of Transportation

Federal Aviation Administration

Advisory Circular

Consolidated AC includes Change 1

Subject: Change 1 to AIRPORT MASTER PLANS

Date: May 1, 2007
Initiated by: APP-400

AC No: 150/5070-6B
Change: 1

1. PURPOSE. This Change adds a new drawing, the Runway Departure Surfaces Drawing, into the Airport Layout Plan drawing set. The requirement to add this drawing is based on the new 40:1 and 62.5:1 departure surfaces added to Appendix 2 under Change 9 of FAA Advisory Circular 150/5300-13, Airport Design. It also incorporates a reference to FAA Advisory Circulars 150/5300-16, 17, and 18, which is recently published guidance on conducting aeronautical surveys.

2. CHANGE TEXT. Changed text is indicated by vertical bars in the margins.

PAGE CONTROL CHART

Remove Pages	Dated	Insert Pages	Dated
iv	7/29/05	iv	5/1/07
79	7/29/05	79	5/1/07
80	7/29/05	80	5/1/07
135	7/29/05	135-136	5/1/07

Benito De Leon

Benito DeLeon, Director
Office of Airport Planning and Programming

U.S. Department
of Transportation

Federal Aviation Administration

Advisory Circular

Subject: AIRPORT MASTER PLANS

Date: July 29, 2005
Initiated by: APP-400

AC No: 150/5070-6B
Change:

1. PURPOSE. This Advisory Circular (AC) provides guidance for the preparation of master plans for airports that range in size and function from small general aviation to large commercial service facilities. The intent of this AC is to foster a flexible approach to master planning that directs attention and resources to critical issues. The scope of each master plan must be tailored to the individual airport under evaluation.

2. CANCELLATION. This publication cancels Advisory Circular 150/5070-6A, *Airport Master Plans*, dated June 1985. Chapter 10 and Appendix F of this document cancel Chapter 1, Section 5, *Airport Layout Plan*; Appendix 6, Section 2, *Typical Airport Layout Plan*; and Appendix 7, *Airport Layout Plan Components and Preparation*, of Advisory Circular 150/5300-13, *Airport Design*, dated September 1989.

Dennis E. Roberts, Director
Office of Airport Planning and Programming

This page intentionally left blank.

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

Table of Contents

PART I: THE PROCESS OF PREPARING MASTER PLAN STUDIES 1

CHAPTER 1 INTRODUCTION.....1
101. Purpose and Application 1
102. Intended Users 1
103. Need for New Guidance..... 1
104. Function of Master Plan Studies 1
105. Organization and Use of the Advisory Circular 2

CHAPTER 2 CONTENT OF MASTER PLANNING STUDIES.....5
201. Tailoring Studies to the Needs of Individual Airports..... 5
202. Types of Master Planning Studies 5
203. Level of Study Detail 7
204. Products of the Master Planning Process..... 7
205. Master Plan Reviews by the FAA..... 8

CHAPTER 3 PRE-PLANNING.....9
301. Initial Needs Determination 9
302. Request for Qualifications and Consultant Selection 9
303. Development of Study Design 10
304. Negotiating Consultant Contracts 12
305. Application for Federal Funding..... 13

PART II: ELEMENTS OF MASTER PLAN STUDIES 15

CHAPTER 4 PUBLIC INVOLVEMENT PROGRAM.....17
401. Timing..... 17
402. Tools and Techniques 18
403. Identify the Stakeholders 20
404. Identify Key Issues 20
405. Documentation Guidelines..... 20

CHAPTER 5 ENVIRONMENTAL CONSIDERATIONS.....23
501. General..... 23
502. Environmental Considerations in Master Planning Alternatives Analysis..... 24
503. Further Guidance on Consideration of Environmental Factors in Airport Master Planning 26
504. Documentation Guidelines..... 26

CHAPTER 6 EXISTING CONDITIONS 27
601. General 27
602. Background Section 27
603. Inventory and Description of Existing Facilities 27
604. Describe Regional Setting and Land Use 30
605. Environmental Overview 31
606. Develop Socioeconomic Data 32
607. Assemble Historical Aviation Activity 32
608. Financial Data 33
609. Documentation Guidelines 34

CHAPTER 7 AVIATION FORECASTS 35
701. General 35
702. Forecast Elements 36
703. Factors Affecting Aviation Activity 37
704. Steps in the Forecast Process 39
705. Documentation 43
706. Source Data 43

CHAPTER 8 FACILITY REQUIREMENTS 47
801. General 47
802. Emerging Trends 48
803. Design Hour Demand 49
804. Security Considerations 49
805. Airfield and Airspace Requirements 50
806. Commercial Service Passenger Terminal Complex 53
807. General Aviation Requirements 55
808. Air Cargo Requirements 56
809. Support Facilities 57
810. Ground Access, Circulation, and Parking Requirements 58
811. Utilities 60
812. Other Requirements 60
813. Documentation Guidelines 60

CHAPTER 9 ALTERNATIVES DEVELOPMENT AND EVALUATION 63
901. General 63
902. Alternatives Analysis Process in Airport Master Planning 65
903. Identification of Alternatives 68
904. Evaluation of Alternatives 70
905. Selection of a Recommended Alternative 72
906. Airport Site Selection 73
907. Documentation Guidelines 73

CHAPTER 10 AIRPORT LAYOUT PLANS 75
1001. General 75
1002. Airport Layout Plan Drawing Set 76
1003. Computer-Aided Design Standards 79
1004. Geographic Information Systems Applications 79
1005. Base Mapping and Data Sources 80
1006. Checklists 81
1007. Approvals 81
1008. Documentation Guidelines 82

CHAPTER 11 FACILITIES IMPLEMENTATION PLAN 83
1101. General 83
1102. Formulation of the Capital Improvement Plan 84
1103. Project Sequencing and the Comprehensive Master Schedule 85
1104. Key Activities and Responsibilities 86
1105. Documentation Guidelines 87

CHAPTER 12 FINANCIAL FEASIBILITY ANALYSIS 89
1201. General 89
1202. Sources of Funding 89
1203. Financial Feasibility 91
1204. Revenue Enhancement 94
1205. Benefit Cost Analysis 95
1206. Documentation Guidelines 95

APPENDIX A GLOSSARY 97

APPENDIX B USEFUL REFERENCE MATERIALS 103
1. FAA Advisory Circulars 103
2. FAA Orders 106
3. Federal Aviation Regulations 107
4. Transportation Security Regulations 107
5. Security-Related Publications 107
6. FAA Reports 108
7. General Airport Publications 108

APPENDIX C LIST OF POTENTIAL STAKEHOLDERS 111

APPENDIX D CONSIDERATION OF ENVIRONMENTAL FACTORS IN AIRPORT MASTER PLANNING 113
1. Introduction 113
2. Practice and Process 114
3. Tools 119
4. NEPA Documents of Other Federal Agencies 122
Attachment D-1 Environmental Overview for Master Plan Purposes 123

APPENDIX E AIRPORT SITE SELECTION.....125
1. General..... 125
2. Site Selection Process Overview 125
3. Site Approval 126

APPENDIX F AIRPORT LAYOUT PLAN DRAWING SET 129
1. Airport Layout Drawing 129
2. Airport Airspace Drawing..... 132
3. Inner Portion of the Approach Surface Drawing 133
4. Terminal Area Drawing 134
5. Land Use Drawing 134
6. Runway Departure Surface Drawing……...135
7. Airport Property Map……. 135

List of Figures

Figure 4-1: Public Meeting 17

Figure 6-1: Timeline of Events 28

Figure 7-1: Sample of FAA Forecast Graphs 35

Figure 7-2: Aviation Demand Elements 37

Figure 7-3: Sample Table from Terminal Area Forecast Summary Report 44

Figure 8-1: Commercial Service Terminal Complex.....54

Figure 9-1: Alternatives Analysis Process Example.....67

Figure 10-1: Airport Layout Plan Drawing 77

PART I: THE PROCESS OF PREPARING MASTER PLAN STUDIES

Chapter 1 Introduction

101. PURPOSE AND APPLICATION

This Advisory Circular (AC) provides guidance for the preparation of master plans for all airports. Its intent is to foster the development and adoption of a flexible approach to master planning that devotes resources and attention to critical issues. Planners should tailor an individual master plan to the unique conditions at the study airport. As a result, master plans for individual airports will vary in what elements they include and in the level of detail.

An airport master plan is a comprehensive study of an airport and usually describes the short-, medium-, and long-term development plans to meet future aviation demand. The category of study that includes master plans and master plan updates can therefore be thought of as a continuum that varies by level of detail and associated effort.

The elements of a master planning process will vary in complexity and level of detail, depending on the size, function, issues, and problems of the individual airport. The technical steps described in this AC are generally applicable, although each step should be undertaken only to the extent necessary to produce a meaningful product for a specific airport. However, study elements for large and/or complex airports may involve unique technical analyses beyond those detailed in this AC. The sponsor, the sponsor's consultant, and FAA representatives must carefully prepare a scope of work that reflects the circumstances of the individual airport.

102. INTENDED USERS

This publication is intended primarily for use by members of the aviation community, especially those directly involved in preparing master plans: airport sponsors, airport staff, airport consultants, FAA representatives, and state aviation officials. It will also be useful to airport board members; municipal officials; state, regional, and local planning personnel; and the general public.

103. NEED FOR NEW GUIDANCE

Methods and techniques associated with airport master plan studies have evolved since the last version of this AC was published in 1985. This update incorporates current industry methods and procedures commonly employed in the preparation and documentation of master plan studies.

104. FUNCTION OF MASTER PLAN STUDIES

a. Airport master plans are prepared to support the modernization or expansion of existing airports or the creation of a new airport. The master plan is the sponsor's strategy for the development of the airport.

b. The goal of a master plan is to provide the framework needed to guide future airport development that will cost-effectively satisfy aviation demand, while considering potential environmental and socioeconomic impacts. The FAA strongly encourages that planners consider the possible environmental and socioeconomic costs associated with alternative development concepts, and the possible means of avoiding, minimizing, or mitigating impacts to sensitive resources at the appropriate level of detail for facilities planning.

c. Each master plan should meet the following objectives:

1) Document the issues that the proposed development will address.

2) Justify the proposed development through the technical, economic, and environmental investigation of concepts and alternatives.

3) Provide an effective graphic presentation of the development of the airport and anticipated land uses in the vicinity of the airport.

4) Establish a realistic schedule for the implementation of the development proposed in the plan, particularly the short-term capital improvement program.

5) Propose an achievable financial plan to support the implementation schedule.

6) Provide sufficient project definition and detail for subsequent environmental evaluations that may be required before the project is approved.

7) Present a plan that adequately addresses the issues and satisfies local, state, and Federal regulations.

8) Document policies and future aeronautical demand to support municipal or local deliberations on spending, debt, land use controls, and other policies necessary to preserve the integrity of the airport and its surroundings.

9) Set the stage and establish the framework for a continuing planning process. Such a process should monitor key conditions and permit changes in plan recommendations as required.

105. ORGANIZATION AND USE OF THE ADVISORY CIRCULAR

a. **Structure of the Advisory Circular** – The Advisory Circular is presented in two parts:

1) ***Part I – The Process of Preparing Master Plan Studies*** provides an introduction to the Advisory Circular, an overview of master plan studies, and a summary of the pre-planning process.

2) ***Part II – Elements of Master Plan Studies*** provides a detailed discussion of the various elements of master plan studies, including the components of master plan technical reports and the plan drawings that accompany them.

b. As noted above, Part II of the AC details the individual elements of a master plan study. Although they are presented in the order found in a typical master plan report, issues in some chapters may have a direct bearing on those in other chapters. Environmental and financial feasibility considerations, for example, must be considered throughout the process. These cross-linkages are explicitly identified in the relevant chapters of Part II.

c. The AC includes several appendices of supplemental materials. Appendix A presents a glossary of terms that are commonly used in airport master planning. Appendix B provides a list of useful reference materials, including other advisory circulars, FAA orders, appropriate Code of Federal Regulations, Transportation Security Regulations, security-related publications, FAA reports, and general airport publications. Appendix C provides a listing of potential stakeholders in the public involvement program of the master planning process. Appendix D provides a discussion of environmental factors in airport master planning. Appendix E provides guidance on the site selection process. Appendix F shows the general guidelines in preparing the airport layout plan drawing set.

This page intentionally left blank.

Chapter 2 Content of Master Planning Studies

201. TAILORING STUDIES TO THE NEEDS OF INDIVIDUAL AIRPORTS

The guidance in this AC covers planning requirements for all airports, regardless of size, complexity, or role. However, each master plan study must focus on the specific needs of the airport for which a plan is being prepared and the scope of a study must be tailored to the individual airport. Therefore, in a given study certain master planning elements may be emphasized while others may not be considered at all. Although the FAA does not require airports to prepare master plans, it strongly recommends that they do so.

The intent of this AC is to foster a flexible approach in the preparation of airport master plans, enabling planners to focus their resources and effort on critical issues. As a scope of work is developed, the planners and airport sponsors must make decisions regarding two key questions: (1) what type of study should be conducted, and (2) what level of detail should be assigned to the individual elements of the study?

202. TYPES OF MASTER PLANNING STUDIES

a. The master planning process will vary with the size, complexity, and role of the study airport and may include a variety of supporting studies. However, all master planning studies will fall within one of two basic types: Airport Master Plans or Airport Layout Plan (ALP) Updates.

b. **Airport Master Plans** – An airport master plan is a comprehensive study of the airport and typically describes short-, medium-, and long-term plans for airport development. Master planning studies, that address major revisions are commonly referred to as "Master Plans," while those that change only parts of the existing document and require a relatively low level of effort tend to be known as "Master Plan Updates." In common usage, however, the distinction refers to the relative levels of effort and detail of master planning studies. In most cases, the master plan will include the following elements:

1) ***Pre-planning*** – The pre-planning process includes an Initial Needs Determination, Request for Proposal and Consultant Selection, Development of Study Design, Negotiation of Consultant Contract, and Application for Study Funding.

2) ***Public Involvement*** – Once the consultant team is under contract and has been issued a notice-to-proceed, establish a public involvement program and identify and document the key issues of various stakeholders.

3) ***Environmental Considerations*** – A clear understanding of the environmental requirements needed to move forward with each project in the recommended development program.

4) ***Existing Conditions*** – An inventory of pertinent data for use in subsequent plan elements.

5) ***Aviation Forecasts*** – Forecasts of aeronautical demand for short-, medium-, and long-term time frames.

6) ***Facility Requirements*** – Assess the ability of the existing airport, both airside and landside, to support the forecast demand. Identify the demand levels that will trigger the need for facility additions or improvements and estimate the extent of new facilities that may be required to meet that demand.

7) ***Alternatives Development and Evaluation*** – Identify options to meet projected facility requirements and alternative configurations for each major component. Assess the expected performance of each alternative against a wide range of evaluation criteria, including its operational, environmental, and financial impacts. A recommended development alternative will emerge from this process and will be further refined in subsequent tasks. This element should aid in developing the purpose and need for subsequent environmental documents.

8) ***Airport Layout Plans*** – One of the key products of a master plan is a set of drawings that provides a graphic representation of the long-term development plan for an airport. The primary drawing in this set is the Airport Layout Plan. Other drawings may also be included, depending on the size and complexity of the individual airport.

9) ***Facilities Implementation Plan*** – Provides a summary description of the recommended improvements and associated costs. The schedule of improvements depends, in large part, on the levels of demand that trigger the need for expansion of existing facilities.

10) ***Financial Feasibility Analysis*** – Identify the financial plan for the airport, describe how the sponsor will finance the projects recommended in the master plan, and demonstrate the financial feasibility of the program.

c. **Airport Layout Plan Updates** – An update of the airport layout plan (ALP) drawing set should be an element of any master plan study. In fact, keeping the ALP current is a legal requirement for airports that receive Federal assistance. An update of the ALP drawing set will reflect actual or planned modifications to the airport and significant off-airport development. An accompanying ALP Narrative Report should explain and document those changes and contain at least the following elements:

1) Basic aeronautical forecasts.

2) Basis for the proposed items of development.

3) Rationale for unusual design features and/or modifications to FAA Airport Design Standards.

4) Summary of the various stages of airport development and layout sketches of the major items of development in each stage.

An ALP drawing set update is an appropriate alternative to a full master plan whenever the fundamental assumptions of the previous master plan have not changed. If there have not been any major changes in airport activity or improvements that have had unanticipated consequences, a master plan update is not necessary. Another situation where only an ALP update would be appropriate is the examination of a single development item, such as runway safety area improvements. As indicated above, an ALP update will typically involve fewer elements than a full master plan study, including only the aviation demand forecasts, an assessment of facility requirements, a facility implementation and financing plan, and an airport layout plan drawing set. If additional steps are required to complete the ALP update, a full master plan study is probably a better choice.

203. LEVEL OF STUDY DETAIL

Although almost every master plan includes the full list of elements discussed above, the complexity of the individual elements will vary, depending on an airport's size, function, and particular issues and problems. Each element should be analyzed only to the extent required to produce a meaningful product for that particular airport. The planning process should consider the facility planning needed to enable a seamless transition to subsequent projects.

The scoping process used by the airport sponsor, the sponsor's consultant, and the FAA to develop a work program for the planning study should determine the appropriate level of detail for each study element. The availability of planning information from Federal, state and local organizations may eliminate the need for developing similar information in a study effort. Chapter 3 contains additional information on the scoping process, while Part II provides greater detail on the various elements of an airport master plan.

204. PRODUCTS OF THE MASTER PLANNING PROCESS

a. The products of the master planning process will vary with the complexity of the effort. Master plans can include the following deliverables:

1) ***A Technical Report*** contains the results of the analyses conducted during the development of the master plan. For complex studies, interim reports may be produced to facilitate coordination with various government agencies, tenants, users, the general public, and other interested parties. At the conclusion of the study, the interim reports are assembled into the final technical report.

2) ***A Summary Report*** is useful in bringing together pertinent facts, conclusions and recommendations for public review. Such a report is an excellent place to highlight the economic benefits that flow from the airport to the communities it serves.

3) ***An Airport Layout Plan Drawing Set*** contains a graphical representation of the proposed development in the master plan and is typically produced as a separate set of full-sized drawings. In addition, the ALP drawing set is typically included in the Technical Report in reduced form.

4) ***A Web Page*** – Many airport sponsors maintain a public access web page with general information about the governmental unit involved and specific information regarding

the airport or airports operated by the sponsor. The Internet provides an excellent forum for the distribution of information on the progress of the study and its final findings and recommendations.

5) ***Public Information Kit*** – Throughout the master plan study, airport sponsor representatives may be asked to speak to community associations, civic clubs, and other organizations with an active interest in the airport. Visual aids such as models, summary brochures, or computer presentations are excellent tools to use at these events to maintain support for the airport development program.

b. The master plan technical report, summary report, and airport layout plan may be produced as paper versions and/or in an electronic format, as determined by the airport sponsor and FAA. The electronic format will ease distribution of the final reports after the initial printing is exhausted.

c. It is again emphasized here that the level of complexity of each of these products should be determined during the development of the study design. The airport sponsor and the FAA have the flexibility to assess the level of detail that is appropriate for the individual airport and may identify other deliverables that should be produced to support the study effort.

205. MASTER PLAN REVIEWS BY THE FAA

a. The recommendations contained in an airport master plan represent the views, policies and development plans of the airport sponsor and do not necessarily represent the views of the FAA. Acceptance of the master plan by the FAA does not constitute a commitment on the part of the United States to participate in any development depicted in the plan, nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public law. The FAA reviews all elements of the master plan to ensure that sound planning techniques have been applied. However, the FAA only approves the following elements of airport master plans:

1) ***Forecasts of Demand*** – The master plan forecast should be reviewed to ensure that the underlying assumptions and forecast methodologies are appropriate. Paragraph 704.h of this guidance should be used to determine consistency of the master plan forecast levels and the Terminal Area Forecast (TAF). Inconsistencies between the master plan forecast and TAF must be resolved, and the forecast approved, before proceeding with subsequent planning work.

2) ***Airport Layout Plan*** – All airport development at Federally-obligated airports must be done in accordance with an FAA-approved ALP. Furthermore, proposed development must be shown on an approved ALP to be eligible for Airport Improvement Program (AIP) funding. FAA approval of the ALP indicates that the existing facilities and proposed development depicted on the ALP conforms to the FAA airport design standards in effect at the time of the approval or that an approved modification to standard has been issued. Such approval also indicates that the FAA finds the proposed development to be safe and efficient.

Chapter 3 Pre-planning

Planners, along with airport sponsors, must make two major decisions in tailoring a study to the needs of an individual airport: what type of study to conduct and what level of detail to use for the individual elements of the study. This chapter outlines these and other steps of the pre-planning process.

301. INITIAL NEEDS DETERMINATION

a. **Identifying General Need for Study** – The airport sponsor usually identifies the need for a planning study, based on existing or potential shortcomings in the existing plan or airport. These deficiencies may be the result of demand exceeding capacity, the introduction of new aircraft types, or the emergence of a critical environmental problem. The airport sponsor's strategic vision or business plan for the airport may drive the need for a planning study. In addition, national, state, or regional planners may have identified issues requiring the airport sponsor's attention. Alternatively, airport users, such as the scheduled airlines and general aviation pilots, may have identified needs that prompted the airport sponsor to undertake a study. The airport sponsor should formulate priorities to establish which issues are most important. Periodic meetings between the airport sponsor and FAA representatives offer an excellent opportunity to review these issues.

b. **Determining Type of Study** – Deciding whether the study in question will lead to a master plan or to an ALP update largely determines the elements to be included and the required level of effort. Even at this early stage of the process, the airport sponsor and the FAA should be able jointly to determine what type of study is appropriate. The sponsor usually will not make decisions regarding specific variations on the basic study type until the consultant has come on board. Although a master plan study will always include a technical report and an airport layout plan drawing set, supplemental products, which may often be related to public outreach efforts, will usually be determined during the scoping process.

302. REQUEST FOR QUALIFICATIONS AND CONSULTANT SELECTION

a. The current version of AC 150/5100-14 *Architectural, Engineering and Planning Consultant Services for Airport Grant Projects* provides important guidance for consultant selection, and its use is recommended. Another useful reference is "Guidelines to Selecting Airport Consultants" published by the Airport Consultants Council, an aviation industry trade association.

b. As a general rule, airport sponsors hire a consultant to prepare planning studies. Before soliciting statements of qualifications (SOQs) from consultants, the airport sponsor should have a clear understanding of the issues that have defined the need for the study. This information should be provided in the Request for Qualifications (RFQ) that the airport sponsor will issue.

c. The sponsor should assemble an unbiased and technically qualified selection panel to conduct the consultant selection. The qualifications of a firm should be judged on its

experience in similar work and its staff's professional credentials. The planning team that is proposed by the consultant should include firms with relevant experience that can commit to complete the study in the amount of time specified. It is not uncommon for several firms to join together in a master planning effort for the purpose of providing specialized skills or local knowledge and expertise.

d. The sponsor should avoid the use of elaborate submittal requirements or interviews, which add substantially to the cost of the selection process for both the sponsor and the prospective consultants. If the sponsor determines that interviews or requests for additional information are necessary, the sponsor should limit this activity to a short list of three to five firms selected by the evaluation panel.

e. If sponsors anticipate an Environmental Assessment (EA) or Environmental Impact Statement (EIS), they should consult with the local FAA Airports office to determine the appropriate time to begin the consultant selection process. If a sponsor or the local FAA Airports office anticipates the need for an Environmental Assessment, the sponsor should select a qualified environmental contractor to prepare the EA. Sometimes, it may be appropriate for the sponsor to expand the scope of the master plan consultant's responsibilities to include the EA. When the sponsor or the FAA have substantial concerns that the EA may suggest that an action may cause significant impacts, the appropriate FAA Airports office should select the contractor to prepare the EA. This is because if the EA shows that significant impacts would occur, the FAA must select the contractor to prepare its EIS. FAA's selection of the EA contractor in this case saves time by eliminating the need for later contractor selection to prepare the EIS.

303. DEVELOPMENT OF STUDY DESIGN

a. The second decision in designing an effective planning study is to determine the level of detail or depth of analysis for each element. The airport sponsor and the selected consultant should negotiate these basic decisions as the work program is established.

b. The airport sponsor, the consultant, the FAA, and others (as appropriate) begin this process by (1) identifying the airport development issues to be addressed in the master plan and (2) determining the types of analyses and level of effort needed to address each issue individually. Known as "scoping," this is an important step in designing any planning study.

c. The sponsor and the selected consultant should address a broad range of topics during the scoping process. As the scoping process proceeds, the planners must remember that each master plan study is unique and the appropriate scope of work will vary from airport to airport. The airport sponsor is encouraged to develop a scope of work that is appropriate to the circumstances of the individual airport. Some of the specific topics that should be addressed at this time include:

1) ***Goals and Objectives*** – Discuss key airport development issues that the master plan will attempt to resolve. This discussion should answer questions such as: "Why is this master plan study being conducted?," "What are the key issues that need to be addressed in the future development of the airport?," and so forth.

2) ***Data Availability*** – Review the availability of activity forecasts and capacity assessments produced by state and regional system plans and FAA Terminal Area Forecasts and decide how to use them. If these data are not used, the reasons should be discussed with and accepted by all parties, including the FAA. This is especially true for low activity airports where demand/capacity relationships are usually not a critical consideration. Current inventory data may also be available to the consultant as a result of continuous planning efforts by the airport sponsor. Use of these data may reduce the need for new data collection efforts or surveys by the consultant.

3) ***Forecast Horizons*** – Although 5-, 10-, and 20-year time frames are typical for short-, medium-, and long-term forecasts, some studies may want to use different time frames. For any forecast horizon, the short-term forecast should support a capital improvement program, the intermediate-term a realistic assessment of needs, and the long-term a concept-oriented statement of needs. Schedules for airport development that are directly related to demand levels should be tied to those demand levels, rather than dates, since the actual demand will often vary from that forecast, particularly as the time frame increases. At some airports, it may be necessary to look beyond the 20-year time frame to protect the airport from incompatible land use development. The need to do longer range planning must clearly be justified during the scoping process.

4) ***Environmental Considerations*** – Identify the level of environmental documentation that is likely to move forward with the recommendations of the completed master plan study. Sponsors, in consultation with the appropriate FAA Airport's environmental specialist, should identify whether an Environmental Assessment (EA) or Environmental Impact Statement (EIS) may be required or whether categorical exclusions may apply. As noted previously, if sponsors anticipate an EA or EIS, they should consult with the local FAA Airports office to determine the appropriate time to begin the consultant selection process. Consideration should also be given to the appropriate state environmental regulations and the need to develop applicable documentation.

5) ***Schedules*** – Agree upon schedules showing milestones for the completion of technical products and for coordination and review. The schedule should clearly indicate decision points beyond which work should not proceed without FAA or airport sponsor approval, such as FAA review and approval of the master plan forecast.

   Realistic schedule development is important. From a practical standpoint, adhering to the schedule for a complex study, such as a long-range plan for a high activity airport, is very difficult. Less complex studies should not have such a problem. In any case, the schedule for a master plan study should be firm so that all reviewers are aware of their responsibilities with respect to it. The airport sponsor should emphasize the importance of meeting planning process deadlines.

6) ***Deliverables*** – The specific draft and final products of the planning process, and the general level of detail, should be listed in the scope of work and include the number, type, and format of paper reports, drawings, and electronic files.

7) ***Coordination and Public Involvement Program*** – For less complex studies, the FAA, the airport sponsor and the consultant may be the only participants as long as they coordinate with appropriate local officials, stakeholders, and ensure citizen participation through public information sessions. These sessions may be conducted separately or in conjunction with other public meetings. Often written updates for regional or state aviation, transportation and comprehensive planning agencies will be sufficient.

   For complex studies, it may be necessary to organize formal policy, technical, and review committees that meet regularly and use structured communications systems, including public hearings, public information workshops, and web-based information sharing tools. The committee membership may consist of representatives of local, state, and Federal government agencies as well as airport tenants, user groups, community associations, and business organizations. In addition, the active participation of the FAA concerning airspace management, navigational aid and approach aid installation, designation of instrument runways, potential financing of planning and development, and safety and security matters is essential.

   The local FAA Airports office can coordinate the involvement of the FAA organizations that are interested in the development of the airport. Advice from the airlines concerning aircraft types they plan to use and other operational and financial matters will also be essential to the development of an effective plan.

   The airport sponsors staff probably will participate in the day-to-day activities of the planning study. A large airport sponsor will likely have a more extensive management and staff structure than the sponsors of smaller airports.

8) ***Budget*** – Development of the work scope and the associated fees is usually an iterative process. The work scope contemplated in early draft narratives may require fees that exceed a sponsor's budget. Planners must adjust the scope of work, the proposed fees, or the available budget until all three components have been balanced to the satisfaction of the sponsor, the consultant, and the FAA.

d. Careful attention to the development of the scope of work for the master plan study sets the stage for a successful study. Establishing a sound scope of work will also allow the sponsor, consultant, and the FAA to develop a budget that meets the goals and objectives of the study. Failure to do so may result in a study that is lacking vital details that affect the decision making process. It is important to note that Federal planning grants cannot be amended to cover increased costs. If additional work is needed beyond the original scope of work, an additional grant would probably be required. Many of the decisions made at this point will have an impact on the degree of difficulty that is encountered as the development program moves from planning to implementation.

304. NEGOTIATING CONSULTANT CONTRACTS

After scoping the study and negotiating a price for the consulting services, a contractual arrangement must be negotiated.

a. The recommended type of agreement between the airport sponsor and the consultant is a firm, fixed price contract. This is advisable whenever the level of effort can be fairly well predicted and where reasonable fees can be established at the outset. This type of contract imposes a minimum administrative burden and provides incentives for effective cost control and contract performance.

b. Where the level of effort or duration of the study is uncertain, a cost plus fixed-fee contract or a time and materials contract may be required. Also, some airport sponsors, recognizing that master planning often uncovers unanticipated issues that need study, add an on-call component to their consultant contract, which allows the scope and fees to be developed as new tasks are identified. These contract provisions typically provide for payment on a time and materials basis, but not to exceed a specified amount. The use of such contracts must be well justified if Federal financial assistance will be provided. The FAA does not recommend contracts based on a cost-plus percentage of cost and they are not permitted if Federal financial assistance will be provided for the study.

c. Advisory Circular 150/5100-14, *Architectural, Engineering and Planning Consultant Services for Airport Grant Projects*, is also a good reference for guidance on the options for a contract format. The procedures in this AC must be followed if Federal funds are involved.

305. APPLICATION FOR FEDERAL FUNDING

Almost all master planning studies for public airports receive Federal funding. The point at which a sponsor submits a grant application to the FAA varies with the individual study. For large and complex master plans, the sponsor should divide the total grant funding into two phases. The initial phase can fund early tasks such as the definition of issues, inventory of existing conditions, preparation of forecasts, and determination of facility requirements. The second phase grant application could be prepared after the study team has gained a better grasp of the key issues and a more precise cost estimate of the effort needed to complete the master plan. The FAA should be involved in the overall process as early as possible. The FAA can advise the sponsor on the best strategy for obtaining funding and on questions of the eligibility of the elements of the proposed scope of work.

This page intentionally left blank.

PART II: ELEMENTS OF MASTER PLAN STUDIES

Part II of this Advisory Circular provides detailed discussions of the elements of a typical master plan study. As noted in Chapter 1, the elements to be included in a particular study will vary depending on the size, function, and challenges facing the study airport. The following key elements of master plan studies are discussed in Part II of this Advisory Circular:

- Chapter 4: Public Involvement Program
- Chapter 5: Environmental Considerations in Airport Master Planning
- Chapter 6: Existing Conditions
- Chapter 7: Aviation Forecasts
- Chapter 8: Facility Requirements
- Chapter 9: Alternatives Development and Evaluation
- Chapter 10: Airport Layout Plans
- Chapter 11: Facilities Implementation Plan
- Chapter 12: Financial Feasibility Analysis

Each chapter in Part II ends with a section titled "Documentation Guidelines." These guidelines are not mandatory, and planners should use their discretion in adopting only the guidelines that are consistent with their negotiated scope of work. Planners also have the flexibility to adopt other documentation guidelines that they feel are better suited to the particular circumstances of a study. Appendix B contains a comprehensive listing of other planning documents and guidelines that may be helpful.

This page intentionally left blank.

Chapter 4 Public Involvement Program

The first task in a master plan study, after the consultant receives a notice-to-proceed, is the creation of a public involvement program. The level of public involvement in airport planning should be proportional to the complexity of the planning study and to the degree of public interest. Most planning studies will fall between the minimal requirements of a small airport study and extensive public involvement required of a large and complex study. Particularly complex studies may merit the use of a consultant experienced in the public involvement process.

Figure 4-1: Public Meeting

Source: Portland Airport Project Advisory Committee

Over the course of the study, the public involvement program will encourage information-sharing and collaboration among the airport sponsor, users and tenants, resource agencies, elected and appointed public officials, residents, travelers, and the general public. Collectively, these various groups form the stakeholders who have an interest in the outcome of the study. An effective public involvement program should provide these stakeholders with an early opportunity to comment, before major decisions are made; provide adequate notice of opportunities for their involvement; and should provide for regular forums throughout the study.

401. TIMING

Public involvement has its greatest impact during the early stages of the planning process, before irreversible decisions have been made and while many alternatives can be considered. When the stakeholders become involved before major decisions or commitments are made, the planners can better deal with issues of community concern and improve the chances of reaching a consensus on controversial matters. If stakeholders become aware that the important decisions were made before they were invited to participate, they may distrust the planners. In addition, when public involvement opportunities are not provided until late in the planning process, there may not be enough time to make significant changes. The tendency, instead, will be for planners to merely defend previously determined courses of action, rather than exploring any new alternatives. An effective public involvement program will usually avoid such an undesirable outcome.

402. TOOLS AND TECHNIQUES

The study team may use a variety of forums, such as committees, public information meetings, small group meetings, and public awareness campaigns in a public involvement program. The selection of a specific platform depends on the particular complexities associated with the airport, the expected public interest in the master plan, the practices and policies of the airport sponsor, and budget considerations. In addition, it may be necessary to consider the special needs and sensitivities of low income and minority populations, consistent with the provisions in Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*. Although the public involvement program is important to the master plan effort, planners must balance the need for stakeholder involvement with the costs of such a process. Complex, large, or unfocused stakeholder groups can impede meaningful input, unnecessarily raise study costs, and frustrate participants as they struggle to communicate with the study group.

a. **Committees** – Committees that facilitate the public involvement program often include a Technical Advisory Committee (TAC) and a Citizen's Advisory Committee (CAC). The TAC is responsible for providing input and insight on technical issues. Committee members typically have a high level of technical competency associated with some aspect of aviation or airport operations and are major stakeholders in the airport's operation. The CAC serves as a sounding board and information exchange group for stakeholders, reviews the planning team's plans and proposals, interacts with the planning team members during the review, makes consensus recommendations to the planning team, and finally gives its recommendations on the finished plan to the airport sponsor. The membership of the CAC should be representative of all stakeholders.

   In reviewing the master plan, the TAC will evaluate its technical merit, while the CAC will weigh the recommendations against community goals, values, and needs. The committees are advisory, however, and have no decision making power of their own. In establishing these committees, the airport sponsor does not delegate its authority and responsibilities to them. The specific roles of such committees should be clearly defined at the outset and carefully explained at the initial meeting to prevent later misunderstandings. The size of both the TAC and CAC should be kept manageable. In some cases, it may be appropriate to combine the committees into a single group.

   The public involvement program should also include a management/policy/oversight committee to advise the planning team on policy decisions that will likely need to be made throughout the study. Committee members would typically include senior airport or airport sponsor staff that have the responsibility for decision making for the airport.

b. **Public Information Meetings** – Traditional public hearings, where stakeholders are given the opportunity to make public statements about the study, are not a good forum in which to conduct a continuing discussion of issues and alternatives because of the formal and inflexible nature of such hearings. An "open house" format with interactive information stations staffed by knowledgeable staff or consultants is more informal, yet a very effective method by which to engage the public and stakeholders in soliciting their opinions on development options. A public information meeting using the open house format will permit stakeholders to visit a meeting site at their convenience and visit with

planners on an informal one-on-one basis. A short slideshow or videotape, which all attendees can view upon arrival at the open-house site, may be a useful introduction to the study process. If a more formal meeting is desired, starting with an open house and moving into a more formal forum can be effective.

The number of public information meetings to be held over the course of the study can vary depending on the complexity of the study. It may also be necessary to hold meetings in more than one location to provide adequate geographic coverage for communities affected by the planning proposals. Public information meetings are typically held in the evening to provide most people the opportunity to attend. In some unique conditions, such as with a large elderly population, a day meeting may be needed. Complex projects may require that these meetings be scheduled throughout the day.

c. **Small Group Meetings and Briefings** – Small group meetings may be held throughout the study to provide opportunities for detailed discussions of plan alternatives. These informal sessions allow study team members to learn about local concerns. Such meetings may be scheduled with community boards, elected officials, civic organizations, and other interested organizations.

d. **Public Awareness Campaign** – An effective public awareness campaign is an essential part of the public involvement program. It is instrumental in generating initial stakeholder involvement, in maintaining stakeholder interest throughout the program, and in keeping the general public informed of the progress of the study.

1) ***Informational and Educational Materials*** – Informational materials designed to educate a broad audience about all aspects of the study may be distributed to stakeholders. These materials might include fact sheets, flyers, press releases, newspaper ads, and general information packets. Planners should provide translations of this material if the airport is located in an area where English is not the first language for a large percentage of the residents. A mechanism should be provided for individuals or organizations to add their names to a mailing list to receive these materials.

2) ***Web Pages*** – Web pages, with interactive or self-guided presentations, as well as electronic copies of study documents, are increasingly used as part of a public awareness campaign. Planners often link the master plan web page to the airport's web site.

e. Public involvement programs can place special requirements on an airport planning team. The team must be sensitive to the interests of stakeholders and have a positive attitude toward their participation in the planning process. The members of the team must also be aware of the extra time and personal effort that will be required, since they will have to meet regularly with the stakeholders at committee and public information meetings.

The same planners who work with the stakeholders at the various stakeholder forums should do the actual planning. Experience shows that planners must gain the confidence of the stakeholders and overcome their initial concerns before any real progress can be

achieved. Extensive public involvement from start to finish in the planning process enhances all plans and proposals and satisfies the goals of long-range planning.

403. IDENTIFY THE STAKEHOLDERS

The types of stakeholders will vary at each airport, depending on the size of the airport and the complexity of the planning issues. The following is a list of the general categories of potential stakeholders, from which a list of appropriate participants can be developed:

- Users and tenants
- Groups and individuals from within the sponsor's organization
- FAA personnel from the appropriate Regional and Field offices
- Resource agencies and other governmental units with regulatory or review authority
- Other interested groups

The individuals from a particular stakeholder group must be able to effectively represent their interests in discussions with the master plan preparation team. Furthermore, they should present the consensus view of the stakeholder group and not a special interest minority opinion. Although planners should make every effort to identify and communicate with all appropriate stakeholders early in the master plan process, it may also be necessary to add stakeholders as the study progresses. They must also be able to take study information back to their group to keep them informed throughout the planning process. Appendix C contains a more detailed list of potential stakeholders.

404. IDENTIFY KEY ISSUES

a. The identification of key issues is an early product of a well-designed public involvement program. Recall that the pre-planning activities identified in Chapter 3 included establishing which issues are of greatest concern to the airport. The results of that effort are essential in determining the type of study to be completed and in developing the scope of work. These will probably not include all issues that are of concern to each of the stakeholders. Discussions with the stakeholders (through use of the tools and techniques described earlier in this chapter) will help identify a broader set of problems, challenges, and opportunities that should be examined. These key issues will shape policy decisions, influence technical criteria and standards, and help identify development alternatives.

b. Once the key issues are identified, the sponsor may want to modify the study approach to address any important issues that had not been previously included in the proposed study. Some issues may be raised during this process that are not appropriate to include in the master plan study; these should be addressed outside of the master plan effort. The airport sponsor may establish a separate forum to handle such issues.

405. DOCUMENTATION GUIDELINES

a. Document Key Issues – Accurate documentation of the key issues is essential, because stakeholders will track how the planning team addresses them throughout the study. Grouping the critical issues into major functional categories, such as facilities, business,

operational, properties, and environmental issues, will help planners understand the stakeholders' concerns. The documentation should divide issues into those that will be addressed by the master plan study and those that will be addressed in a different forum.

b. Document Public Involvement Program – Documentation of the public involvement program should appear in an appendix to the Master Plan. Copies of committee rosters, meeting minutes, advertisements, newsletters, and other elements of the Public Awareness Campaign can be placed in an appendix as the official record of the public involvement program. This documentation should be revised regularly over the course of the study rather than being prepared at the end of the process.

This page intentionally left blank.

Chapter 5 Environmental Considerations

501. GENERAL

a. The purpose of considering environmental factors in airport master planning is to help the sponsor thoroughly evaluate airport development alternatives and to provide information that will help expedite subsequent environmental processing. By using existing maps of the airport area, prior environmental documents, and the Internet, planners and environmental specialists can get an excellent overview of sensitive environmental resources in and around the airport. The planner should understand that the consideration of environmental factors in the evaluation of alternatives should be tailored to each airport's size, unique setting, and operating environment, and will typically not be as detailed as that in subsequent environmental reviews. The consideration of environmental factors in the planning process will typically result in an inventory (overview) of the airport's environmental setting, the identification of potential environmental impacts of airport development alternatives, and the identification of environmentally related permits that may be required for recommended development projects.

b. The FAA recommends that the planning process consider the needs of subsequent environmental review processes. The master plan should include thoroughly supported project justifications and thorough documentation of alternatives that meet the planning need and are reasonable and feasible (environmentally as well as technically); and should note any affects of the airport development alternatives on sensitive environmental resources. Considering environmental factors in master planning provides useful information and planning principles that will help expedite the environmental review of projects.

c. Planners should develop each chapter of the master plan with environmental considerations in mind. Normally the environmental considerations should not be in a stand-alone chapter, but should be incorporated into the appropriate chapters, such as existing conditions and alternatives development and evaluation.

d. When considering environmental factors in master planning, the planner and environmental specialist do not need to follow the specific impact categories outlined in FAA Order 5050.4, FAA Airports guidance for complying with NEPA. Rather, FAA Order 5050.4 should be consulted as a guide to help planners identify potential environmental impacts specific to the study airport that should be considered as planning continues.

e. During the master plan scoping process, planners and environmental specialists should attempt to identify key environmental issues that will be involved in analyzing airport development alternatives to ensure that the master plan budget provides enough resources to analyze them. If such early identification is not possible, planners should propose an initial budget for the issues that may be identified during the master planning inventory and data collection process. If additional environmental issues are uncovered later in the planning process, the planner can prepare a separate scope and budget for a more detailed

analysis. However, sponsors and planners should be aware that Federal planning grants cannot be amended and the more detailed analysis would need to be accomplished in a separate study.

f. Planners, in consultation with environmental specialists, should consider appropriate Federal environmental laws and regulations when analyzing proposed airport development alternatives. There are approximately 40 Federal laws, executive orders, and regulations protecting particular parts of the environment, such as the Clean Air, Clean Water, Endangered Species Acts, and an Executive Order on Protection of Wetlands. There are also many state and local environmental laws and regulations that should be considered in the master planning process.

g. During the master plan scoping process, planners should try to identify any potential short-term capital development projects that might be recommended in the master plan that are known to trigger additional environmental processing, such as safety related projects. For such projects, the airport sponsor should consider beginning the environmental processing before the master planning process is completed. Otherwise, the various agencies and public involved may perceive that the NEPA analysis is biased because a recommended alternative was selected in the master plan before the NEPA process began. This guidance can be extended to longer-term projects in the case of new airports or major reconfigurations of existing airports.

h. Planners should recognize the need to achieve a balance between the manmade and the natural environment. Although every proposed development project will have some impact on the natural environment, the use of prudent planning criteria, along with sound environmental data and analysis, will help minimize unavoidable environmental impacts and the delay of project design and construction.

502. ENVIRONMENTAL CONSIDERATIONS IN MASTER PLANNING ALTERNATIVES ANALYSIS

a. In the airport master planning process, the planner, along with an environmental specialist, should identify potential key environmental impacts of the various airport development alternatives so that those alternatives that avoid or minimize impacts on sensitive resources are considered. The planner should understand that the consideration of environmental factors in the evaluation of alternatives should be tailored to each airport's size, unique setting, and operating environment, and will typically not be as detailed as that in subsequent environmental reviews. The evaluation of potential environmental impacts should only be done to the level necessary to evaluate and compare how each alternative would involve sensitive environmental resources

b. Project justifications and the analysis and selection of alternatives, including an explanation of why certain alternatives were not carried forward, should be completed and documented in the master plan before the NEPA process is started. Only those alternatives that could solve the identified problems and have aeronautical utility should be forwarded for NEPA analysis. (See Appendix E, "Consideration of Environmental Factors in Airport Master Planning," for additional discussion of this topic.)

c. Environmental factors should be considered during the development and analysis of airport project alternatives. This can help an airport sponsor propose recommended alternatives that FAA may eventually select as its preferred alternative during the NEPA processes. This in turn greatly facilitates the decision making process FAA must complete as part of its project approval process. It also reduces or eliminates the prospect of having to later update the Airport Layout Plan if the sponsor's recommended alternatives are not selected as the preferred alternative during the NEPA processes.

1) The facility requirements and alternatives analysis chapters of the master plan should provide sufficient documentation regarding the justification for each project so that these chapters may serve as the basis for the purpose and need section of any environmental document.

2) Planners and environmental specialists should identify the potential key environmental impacts of each development project as part of the master plan alternatives analysis. Categories of potential impacts are defined in FAA Order 1050.1, *Environmental Impacts: Policies and Procedures* and FAA Order 5050.4, FAA Airports guidance for complying with NEPA. A matrix showing each alternative and its potential environmental impacts may be useful for subsequent environmental processing.

3) For some airports, only a few of the environmental impact categories will need to be discussed in the alternatives analysis (such as noise, wetlands, and social impacts), based on location-specific environmental issues identified in the environmental overview. Planners do not need to list each specific impact category mentioned in FAA Order 5050.4, but only those resources the alternatives would likely affect. In many cases, a simple environmental screening will be sufficient to identify those impacts. Detailed impact analyses will be conducted in any Environmental Assessment or Environmental Impact Statement that follow the master plan.

d. Permits that may be needed for each proposed project should be identified in the alternatives analysis. Although such requirements can vary greatly from state to state and within each locality, some of the permits that are usually necessary include:

- Clean Water Act, Section 404 Dredge and Fill Permit
- Air Quality Permit for on-site batch plants or other construction-related activities
- Local government construction permits
- Growth Management Permits
- United States Fish and Wildlife Service, National Marine Fisheries Service opinions, or State Wildlife and Game Commission Permits, if protected and endangered species could be impacted
- Clean Water Act, National Pollution Discharge Elimination System Permits

503. FURTHER GUIDANCE ON CONSIDERATION OF ENVIRONMENTAL FACTORS IN AIRPORT MASTER PLANNING

Appendix D, "Consideration of Environmental Factors in Airport Master Planning," contains recommendations on how to evaluate environmental factors for large or complex projects in airport master planning. It contains a discussion of the interaction of the airport planning and environmental processes and recommendations on how to effectively integrate these processes. The appropriate treatment of environmental factors in airport master planning can make subsequent detailed environmental processing more efficient and speed the completion of airport development. Although Appendix D is primarily intended for large and complex projects, many of the techniques in the guide can be applied to all levels of master planning.

504. DOCUMENTATION GUIDELINES

a. The existing conditions chapter should document the airport's environmental setting. The alternatives analysis chapter should document the potential environmental impacts associated with each development project alternative. In addition, the master plan should identify potential Federal, State, and local permits that may be required for each project alternative. Planners, with the help of environmental specialists, should include a matrix in the alternatives analysis chapter of the master plan that lists each development project alternative and its associated potential environmental impacts and required permits. This will be beneficial in subsequent environmental processing.

b. Planners should use appendices for the majority of the technical documentation, such as noise analysis, wetland mapping, and threatened and endangered species reports to improve the readability and organizational flow of the alternatives analysis chapter.

c. The potential environmental impacts of the proposed airport development alternatives should be addressed in a candid manner and written so that the public easily understands them.

Chapter 6 Existing Conditions

601. GENERAL

a. Most data gathering for a master plan study takes place when planners evaluate existing conditions. Typical broad categories of information to be collected include: the history of the airport; physical facilities on the airport; the regional setting of the airport and surrounding land uses; the environmental setting of the airport; socioeconomic and demographic data for the airport service area; historical aviation activity; and airport business affairs.

b. To initiate data collection, planners should carefully review the scope of work and verify the type and quantity of data needed for subsequent analyses. It is easy to collect information that is not really necessary or to fail to gather critical information needed for later analyses. Planners can avoid these mistakes by carefully reviewing the scope of the study.

c. To avoid unnecessary data gathering, planners should use existing data as much as possible. Previous master plans, other recent planning studies, and regional planning agencies can provide useful information that should be reviewed before any data gathering begins. However, planners should ensure the validity of the existing data before using them for the master plan study.

602. BACKGROUND SECTION

a. The background section should provide a brief overview of the history of the airport, describe its aeronautical role in the national aviation system, and identify its role in the community's infrastructure. Many sponsors periodically assemble information about the economic benefits of their airport, such as employment, direct salaries, and air service, which can be summarized in the background section.

b. Major milestone events in the history of the airport, such as ownership changes, construction of significant facilities, and the introduction of air service can be identified. A timeline, like that shown in Figure 6-1, may be used to present this information.

603. INVENTORY AND DESCRIPTION OF EXISTING FACILITIES

a. A significant portion of the inventory will be devoted to identifying the existing physical facilities at the airport. Drawings and other documents in FAA databases and on file with airport management are a good source of data and should be reviewed early in the inventory effort. These data may need to be supplemented with field observations, personal interviews with tenants and users, Internet searches, and surveys of passengers and employees.

Figure 6-1: Timeline of Events

1928 – Original land donation

1934 – Airport officially opened

1937 – First commercial airline flight

1941 – Additional 40 acres donated

1934

1953 – Dedication of new terminal building and ATCT

1960 – VORTAC installed

1975

1970 – Passenger terminal expanded

1975 – New ATCT constructed

1987 – Airport Authority established

1990 – Airport master plan updated

1998 – Terminal expansion began

1998

b. Classifications that are commonly used to organize this information include the following:

1) ***Airfield/Airspace*** – The functional use and geometry of runways, taxiways, and holding aprons; lighting, marking, and signing of runways and taxiways; navigational aids; visual approach aids, and instrument approach procedures. Information on the use of the airspace and how air traffic is managed should also be collected, including operational limitations resulting from traffic interaction with other airports or reserved airspace, obstructions to air navigation, noise abatement procedures, and airfield or navigational aid shortcomings. Planners should also compile historical data on weather conditions, such as prevailing wind direction and speed, as well as the occurrence of critical combinations of ceiling and visibility. The existence of, and the need for, Remain-Overnight-Parking (RON) should also be determined.

2) ***Commercial Passenger Terminal Facilities*** – Inventory of terminal building space by functional use and size: ticket counters, number of gates, lineal feet of gate frontage, aircraft parking apron area, restaurants and other concession space, and passenger security screening procedures. Surveys conducted in hold rooms are often used to gather information about passenger characteristics that can be useful in determining future facility requirements.

3) ***General Aviation Facilities*** – The quantity and type of hangars; transient aircraft parking apron areas, tie-down positions; general aviation terminal facilities; aircraft parking aprons; fixed base operators; flight schools; pilot shops; and the number and mix of based aircraft.

4) ***Cargo Facilities*** – The quantity and area of air cargo buildings and aircraft parking aprons. At airports with significant air cargo activity, freight forwarders and other support functions are often located in areas adjacent to the airport. These should be identified on the airport layout plan.

5) ***Support Facilities*** – The quantity and type of support facilities at an airport that encompass a broad set of functions that ensure smooth and efficient airport operation, include Aircraft Rescue and Fire Fighting stations, airport administrative areas, airport maintenance facilities, airline maintenance hangars, flight kitchens, aircraft fuel storage, heating and cooling systems, FAA facilities. For airport towers, determine their hours of operation.

6) ***Access, Circulation and Parking*** – The quantity and type of ground access systems and commercial areas that serve the airport, or are served by it, such as on-airport access roads, circulation and service roads, parking and curb space, including information on their alignment, condition and capacity. Also include information on public transportation services, such as bus, rail, taxi and limousine, and the split between personal and public transportation. Consultation with state and local transportation agencies responsible for planning and operating surface transportation systems should produce data on proposed highway and transit plans, as well as traffic density statistics relative to surface systems leading to and from the airport. Furthermore, include information on rental car facilities and activity. It may difficult

to obtain information from rental car companies, but rental car facility planning is typically a critical element of planning for the terminal area and parking facilities, even at smaller airports.

7) ***Utilities*** – Description of major elements of the infrastructure that service the airport's utility demands for water, sanitary sewer, communications, heating and cooling, and power. Historical consumption data may be necessary to quantify future utility loads. Storm-water drainage, deicing and industrial waste disposal systems should also be included.

8) ***Other*** – Non-aeronautical uses such as recreational facilities and parks, industrial parks, agricultural or grazing leases, and retail businesses.

c. The inventory of existing facilities need not include all the classifications described above. That list is a general outline that should be modified to conform to the specific circumstances of an individual airport. For example, a general aviation master plan does not need a section on commercial passenger terminal facilities. Similarly, a plan for a large commercial service airport with little general aviation or air cargo activity could include the inventory of those facilities in a subsection describing support facilities.

d. Whatever format is used to describe existing conditions should be followed in subsequent chapters, using a parallel structure, to describe demand/capacity and determination of facility requirements, identification and evaluation of alternatives, presentations of estimated capital costs, and the airport plans chapter.

e. The inventory of existing conditions at an airport is a critical task in a master plan study, so this effort must be closely managed. Data should be collected only when there is a clear understanding of the need for the information to support the demand/capacity analyses and determination of facility requirements.

604. DESCRIBE REGIONAL SETTING AND LAND USE

a. A master plan study should examine the regional setting of an airport and the land use patterns around it. This is a critical task, because the impact of airport planning decisions can extend well beyond the airport property line.

b. Collect information on the political boundaries of the airport and the political entities with jurisdiction over the operation of the airport and adjacent land uses. Identify the airport service area and the presence and role of airports that might compete with the study airport.

c. Collect all applicable documents, such as official maps, the latest area-wide comprehensive land use and transportation plan, applicable municipal zoning ordinances and other land use controls and unusual building code provisions, including height zoning ordinances, noise overlay zones, and airport overlay districts. The development of practical land use strategies requires an understanding of the political context and local preferences regarding land use.

d. Identify the land uses in areas that will be exposed to airport operations. Land use is a continuously changing process, particularly in urban environments, so the land use inventory should collect information on planned and proposed land uses, as well as on existing uses. Note if there are any governmental programs designed to direct land use patterns in the area under review. For example, if the airport sponsor has completed a noise compatibility-planning program, it should contain valuable information on land use.

e. Identify land uses that may affect the safe operation of the airport or influence its expansion. Structures that could obstruct air navigation, or the presence of other airports that may interfere with the study airport, are the principal safety concern. Also identify areas located near the airport that may represent a potential hazard to aircraft, such as flood control areas, stockyards, and sanitary landfills.

f. Use geographic information systems (GIS), aerial photographs, topographical maps, obstruction charts, aeronautical charts, approach plates and other mapping tools to examine and display land use details. Many local governments have comprehensive GIS systems that contain electronic files for land use analysis and zoning.

g. Consider off-airport drainage and flood control issues, which may be affected by airport development.

605. ENVIRONMENTAL OVERVIEW

a. The principal objective of an environmental overview is to document environmental conditions that should be considered in the identification and analysis of airport development alternatives. In the past, master plan studies often focused only on the environmental consequences of the recommended development plan. In those cases, much of the environmental overview would be conducted while other technical analyses were already underway and the environmental data would not be considered in the formulation of alternative development concepts. Current practice is to develop the alternatives with the subsequent environmental processes in mind and to consider environmental data in the evaluation of the alternatives. As a result, the master plan may aid in the formation of the purpose and need statements in subsequent environmental documents.

b. Noise levels and air and water quality are the most common environmental concerns. However, other environmental conditions in and around the airport should also be examined, including: solid waste generation and disposal; toxic material disposal; floodplains and wetlands; endangered and threatened species of flora and fauna; biotic communities; parklands and recreational areas; historic, architectural, archaeological and cultural resources; and prime and unique farmland. Planners should refer to the current version of FAA Order 1050.1, *Environmental Impacts: Policies and Procedures*, for a complete list of environmental impact categories that may need to be examined. In addition to NEPA requirements, planners should consider appropriate state environmental regulations. Past and current uses of airport property should be examined to identify areas that may be contaminated, including fuel farms, chemical or agricultural aerial application refilling stations, and hangar areas used for various industrial processes such as aircraft maintenance and plating.

c. Planners should ask local resource agencies to provide any information they think should be considered in the process of identifying and evaluating alternative development options.

d. Any existing airport noise or environmental programs should be discussed in the environmental overview.

e. When cost effective, data collected in the environmental inventory can be placed in a GIS database for better data visualization, communication, and analysis.

606. DEVELOP SOCIOECONOMIC DATA

a. Socioeconomic data serve two purposes in a master plan study: to ascertain the nature of the community and market the airport serves and to provide specific inputs for the preparation of aviation demand forecasts, particularly econometric demand models.

b. An effective understanding of the community is helpful in ensuring that the planning is responsive to its long-term needs. Planners should focus on those socioeconomic factors that affect the community's need for air transportation. For example, an economy based on tourism would have air transportation needs that would be quite different from those of an agricultural region.

c. A vast array of socioeconomic data are available from many different sources, including a number of commercial vendors; the U.S. Bureau of the Census; metropolitan planning commissions; and state, county, or local agencies. Planners should be careful when using different sources of socioeconomic data to ensure compatibility.

607. ASSEMBLE HISTORICAL AVIATION ACTIVITY

a. The historical data necessary for forecasting aviation demand are generally available in the records maintained by the airport. At airports with control towers, FAA records of operations by commercial service, air taxi, military, and general aviation aircraft and revenue passenger enplanements are available in the Air Traffic Activity Data System (ATADS) on the FAA Policy Office's data system website at http://www.apo.data.faa.gov/. At airports without control towers, airport records, FAA Form 5010, *Airport Master Record*, and airport system plan study are a good source of information.

For commercial service activity, planners should collect data that identify the air carriers; the proportion of operations and enplanements by each; markets served; the number of originating, terminating, and connecting passengers; the proportions of domestic and international passengers; and air cargo activity. It will also be useful to have a breakdown of the fleet mix of aircraft using the airport.

For general aviation activity, planners should collect data that identify the category and class of aircraft, types of fuels those aircraft use, the type of airport services used, and the availability of hangars for tenant and transient aircraft.

b. Master plans for large airports often involve the use of computer simulation models. For an airfield simulation, planners will need a detailed schedule of arrival and departure times for all commercial operations. Records for average or peak days can often be obtained from airport tower records, radar tapes, or noise monitoring systems. Commercial vendors such as the *Official Airline Guide* can also be helpful. For terminal and landside simulations, planners will need the passenger flow volumes in each terminal associated with the aircraft schedules.

608. FINANCIAL DATA

Airport master planners must examine an airport's financial resources, including its basic business model, operating revenues and expenses, and sources and uses of capital funds.

a. **Airport Business Model** – Summarize the airport's basic business model to help planners organize the vast amount of financial data available at most airports. The business model summary should describe the financial operations of the airport, including how its costs and revenues are charged or credited to airport users and how any operational surplus or deficit is handled. In addition, the business model summary should outline how the airport typically funds capital projects (i.e., with AIP and other grants, Passenger Facility Charges, airport revenue bonds, and so forth). If the airport sponsor owns and operates a multi-airport system, the business model summary should discuss how the financials for the study airport are addressed in relation to the whole airport system. For instance, AIP funds may be proportioned among airports, based on funding priorities rather than by the ratios of activity.

b. **Operating Revenues and Expenses** – Summarize broad categories of operating revenues and expenses. The FAA requires all commercial service airports to submit financial information to the FAA annually on FAA Form 127 and these reports may provide a good starting point. Airport managers often divide operating revenues into airline revenues and non-airline revenues. Non-airline revenues are often subdivided into categories such as terminal concessions; rental car; parking; hangar, land, and other rentals; other; and tax revenues. Operating expenses are often divided into broad categories such as personnel, maintenance, utilities and supplies, other, and debt service.

c. **Capital Funding** – Summarize the airport's ongoing capital improvement program and how it funds its capital development program. The capital improvement program can be funded from many sources, including revenues from the airlines, concessionaires, other airport tenants, tax levies (if applicable), passenger facility charges, AIP grants, other federal and state grants-in-aid, and airport revenue bond proceeds.

   The financial feasibility of the capital improvement program will be determined largely by the magnitude and reasonableness of the charges, rents, and taxes paid by airport users, tenants, and others. The information collected in this inventory will be used to prepare a financial plan for the recommended development program.

   Much of the information discussed in the preceding paragraphs relates primarily to the financial data for commercial service airports and larger general aviation airports. Many

smaller general aviation airports will not have such data readily available; however, such information may be part of the financial records of the sponsor.

609. DOCUMENTATION GUIDELINES

a. The documentation of existing airport conditions should make liberal use of drawings, tables, aerial photographs, and exhibits produced from geographic information system databases. Presented in this manner, such information is easy to understand, interpret, and locate for later reference.

b. Planners do not need to include all collected information in the report. Some should simply remain in work files until needed to support the technical analyses.

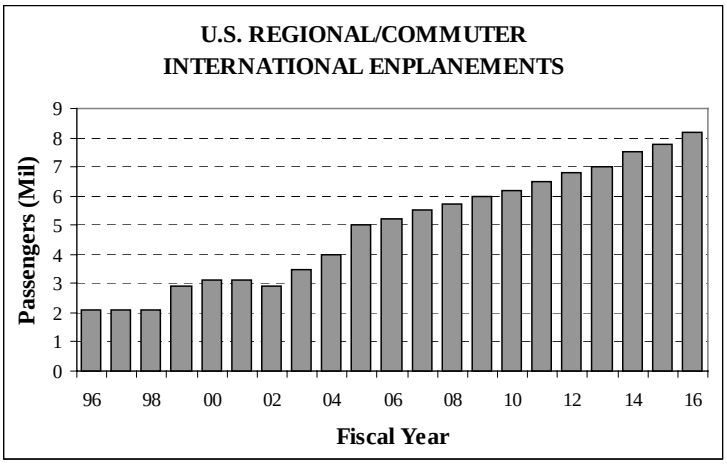
Chapter 7 Aviation Forecasts

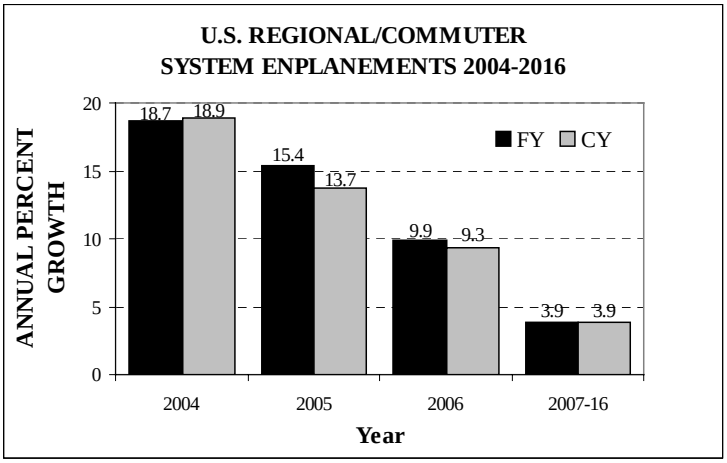
701. GENERAL

a. **Purpose of aviation forecasts** – Forecasts of future levels of aviation activity are the basis for effective decisions in airport planning. These projections are used to determine the need for new or expanded facilities. In general, forecasts should be realistic, based upon the latest available data, be supported by information in the study, and provide an adequate justification for airport planning and development. Any activity that could potentially create a facility need should be included in the forecast.

Planners should prepare a reliable activity baseline, select an appropriate forecast methodology, develop a forecast, compare it to other forecasts for reasonableness, and submit the forecasts to the FAA for approval. The planning agency should use appropriate statistical techniques to estimate activity where actual operations counts are not available.

Figure 7-1: Sample of FAA Forecast Graphs





Source: FAA Aerospace Forecasts, Fiscal Years 2005-2016, U.S. Department of Transportation, Federal Aviation Administration, Office of Aviation Policy & Plans, March 2005

b. **Level of forecast effort** – The level of effort required to produce a planning forecast will vary significantly from airport to airport. Considerable effort, including the use of elaborate forecasting tools and techniques, may be warranted in the case of more complex projects. An existing forecast, on the other hand, may be all that is required for simpler projects. Planners should determine the appropriate level of forecasting effort in the course of pre-planning and scoping the study.

   A number of forecasts are readily available for use in developing and evaluating the master plan forecast. These include the Terminal Area Forecast (TAF), state aviation system plans, and other planning efforts.

c. **Use of the forecasts** – Prior to use in the master plan, the proposed forecasts must be submitted to the FAA for review and approval. Once approved, the forecasts may be used to provide an initial timetable for facility improvements, as a basis for the development of alternatives to meet the projected demand, and as a basis for environmental analyses and economic and financial plans

702. FORECAST ELEMENTS

a. **Types of aviation activity** – To establish the demands likely to be placed on airport facilities, forecasts should include all relevant aviation demand elements, including both the type and level of aviation activity expected at the airport over the planning horizon. The specific activity elements to be forecast will vary depending on the size and category of an airport and the objectives of the master plan study. Planners should note if the forecast projects the introduction of jet aircraft at the study airport, since this will be important to the future environmental review process.

   Aviation demand forecasts typically include aircraft operations and identify the critical aircraft. Forecasts for commercial service airports will also include, at a minimum, passenger enplanements, while forecasts for general aviation airports will include the number and type of based aircraft. The aviation demand elements to be forecast are shown below in Figure 7-2.

Figure 7-2: Aviation Demand Elements

Required	Included Where Appropriate
Operations (annual) Itinerant Air Carrier Air Taxi and Commuter (Regional) General Aviation Military Local General Aviation Military	Domestic vs. International Annual Instrument Approaches IFR vs. VFR Operations Air Cargo Aircraft Operations Touch and Go Operations (Training) Helicopter Operations Average Load Factor Fuel Use
Passengers (annual) Enplanements Air Carrier Commuter Enplanements Originating Connecting	Passenger and Cargo Data Domestic vs. International General Aviation Passengers Helicopter Air Taxi Other Number of Student Pilots Number of Hours Flown
Aircraft Based Aircraft Aircraft Mix Critical Aircraft	Average Seats/Aircraft

b. **Term of aviation forecasts** – Prepare forecasts for short-, medium- and long-term periods and specify the existing and future critical aircraft. Short-term forecasts, for up to five years, are used to justify near-term development and support operational planning and environmental improvement programs. Medium-term forecasts (a 6- to 10-year time frame) are typically used in planning capital improvements and long-term forecasts (beyond 10 years) are helpful in general planning.

c. **Peak period forecasts** – Forecasts of annual aircraft operations or passenger activity may not adequately describe the needs of individual airport facilities. Because they average demand levels over the course of an entire year, annual metrics are only useful when activity tends to be evenly distributed over the hours, days, and months of a particular airport facility's operation. However, most airports have peak periods where demand far surpasses those averages. Stresses arising from activity peaks are critical at commercial service airports serving as hubs or that have substantial international traffic. Master plan forecasts must include appropriately defined peak period activity levels for facilities planning, such as terminal buildings and ground access systems.

703. FACTORS AFFECTING AVIATION ACTIVITY

Planners preparing forecasts of demand or updating existing forecasts should consider socioeconomic data, demographics, disposable income, geographic attributes, and external factors such as fuel costs and local attitudes towards aviation.

a. **Economic Characteristics** – The economic characteristics of a community will affect the demand for air traffic. In addition to national and regional economic activity, these include specific, identifiable, local activities that distinguish the geographic area served by the airport. The type of industry in an airport's service area also will affect aviation demand, with manufacturing and service industries tending to generate more aviation activity than resource industries such as mining.

b. **Demographic Characteristics** – The demographic characteristics of an area's population also affect the demand for aviation services. Demographic characteristics influence the level, composition, and growth of both local traffic and traffic from other areas. Factors such as leisure time and recreational activity are important in estimating activity, but can be difficult to measure. Another important demographic characteristic is the level of disposable income, usually measured on a per capita basis, which is a good indicator of the propensity to travel and general aviation aircraft purchases and use.

c. **Geographic Attributes** – The geographic distances between populations and centers of commerce within the airport's service area may have a direct bearing on the type and level of transportation demand. The existence of populations and centers of commerce beyond an airport's service area may indicate the need for additional airports that serve transportation demand. The physical characteristics of the area and the local climate may also be important, since they may stimulate holiday traffic and tourism. The role of the airport within the airport system and its relationship to other airports may also have an effect on the services that are demanded at the airport.

d. **Aviation-related Factors** – Business activity, changes in the aviation industry, and local aviation actions can markedly affect the demand for airport services. Business developments in the airline industry, such as consolidations, mergers, and new marketing agreements, can affect airline operations at a particular airport, while fractional ownership can affect others. Wider industry trends, such as the introduction of new low-fare service, the introduction of new classes of aircraft, and the growth or curtailment of airline hubbing, may also alter the level and pattern of demand. To the extent that such actions affect all aviation activity in a region or the country, their effects will be captured in the FAA's forecasts. If, however, only the demand at a particular airport is affected, appropriate adjustments should be made in that airport's forecast. Actions taken by local airport authorities, such as changes in user charges, ground access policies or their support services can also stimulate or hinder the demand for airport services. Investment decisions made as a result of the planning process itself can also produce change by removing physical constraints to airport growth, which should be reflected in the forecasts.

e. **Other Factors** – External factors may also influence the demand for airport services. These include economic actions such as fuel price changes, availability of aviation fuels, currency restrictions, and changes in the level and type of aviation taxes. Political developments, including rising international tensions, changes in the regulatory environment, and shifting attitudes toward the environmental impacts of aviation, may also impact future demand and should be considered in developing or updating airport forecasts.

704. STEPS IN THE FORECAST PROCESS

The forecast process for airport master plan studies consists of a series of basic steps that may vary from airport to airport, depending on the issues to be addressed and the level of effort required to develop the forecast. Steps in this process include the identification of parameters and measures to forecast, review of previous forecasts, determination of data needs, identification of data sources, collection of the data, selection of the forecast methods, preparation of the forecasts, and evaluation and documentation of the results.

Planners should refer to a report prepared by the FAA's Office of Aviation Policy and Plans (APO-110), *Forecasting Aviation Activity by Airport*, dated July 2001, to help them determine what approach to use. That report can be accessed at http://www.faa.gov/data_statistics/aviation_data_statistics/. The APO data systems web site, at http://www.apo.data.faa.gov, provides historical traffic counts, forecasts of aviation activity, and delay statistics. The forecast process can be summarized as follows:

a. **Identify Aviation Activity Measures** – The aviation activity measures that planners need to forecast are the level and type of activities that are likely to affect facility needs. For airfield planning, the most important activities are aircraft operations and the fleet mix, since these define the runway and taxiway requirements. As a general rule, plans for general aviation airports require forecasts of aircraft operations and based aircraft. Airports with commercial service require forecasts of aircraft operations, fleet mix, and passenger enplanements. Passenger levels are particularly important, since they determine the size of the terminal building and other important elements of airport infrastructure such as parking facilities and access roads. Planners should forecast instrument operations and instrument approaches, since these data will be needed if they expect to add or upgrade navigational aids and instrument landing systems. For some airports, additional forecast elements may be required, including peak hour operations and peak hour passenger flows.

b. **Review Previous Airport Forecasts** – Planners should review the latest published FAA Terminal Area Forecast for the study airport and any forecasts from an earlier master plan. Contact regional planning bodies and state aviation agencies to determine whether they have conducted airport system planning studies that included forecasts of demand for the study airport.

c. **Gather Data** – Determine what data are required to prepare the forecasts, identify the data sources, and collect historical and forecast data. What data to gather, and for what time period, will depend not only on the parameters to be forecast but also on what data are available from previous airport forecasts. In some cases, it may be necessary to conduct additional activity counts.

d. **Select Forecast Methods** – There are several appropriate methodologies and techniques for forecasting aviation activity at a specific airport. The selection and application of appropriate methodologies and techniques requires professional judgment. A forecast effort may involve a number of different techniques. The FAA report referenced above provides a detailed discussion of several forecasting techniques. The most common techniques include the following:

1) ***Regression analysis*** – A statistical technique that ties aviation demand (dependent variables), such as enplanements, to economic measures (independent variables), such as population and income. Regression analysis should be restricted to relatively simple models with independent variables for which reliable forecasts are available.

2) ***Trend analysis and extrapolation*** – Typically uses the historical pattern of an activity and projects this trend into the future. This approach is useful where unusual local conditions differentiate the study airport from other airports in the region.

3) ***Market share analysis or ratio analysis*** – This technique assumes a top-down relationship between national, regional, and local forecasts. Local forecasts are a market share (percentage) of regional forecasts, which are a market share (percentage) of national forecasts. Historical market shares are calculated and used as a basis for projecting future market shares. This type of forecast is useful when the activity to be forecast has a constant share of a larger aggregate forecast.

4) ***Smoothing*** – A statistical technique applied to historical data, giving greater weight to the latest trend and conditions at the airport; it can be effective in generating short-term forecasts.

e. **Apply Forecast Methods and Evaluate Results** – After the list of activities to forecast has been identified, the appropriate forecast methods have been selected, and necessary data have been assembled, the actual forecasts can be prepared. If several methods are used to project specific aviation activities, they will probably produce different estimates. Therefore, an evaluation of the reasonableness of the results and their consistency with other forecasts should be conducted.

A useful procedure in such an evaluation is to prepare a time line showing both forecast results and historical trends. Similarly, one might compare the history and forecast for the airport with the FAA national history and forecast for the same activity parameter. If the comparison of the growth rates shows a significant difference, the planners must be able to explain it. Forecast results may also be evaluated by comparing them with other forecasts prepared for the airport, such as those contained in state or regional aviation system plans. One might also review the operational factors and events implicit in the forecast to determine if differing assumptions regarding those factors have affected the forecast results. For example, a constraint on operations associated with runway and apron limitations at the airport could affect the results. Therefore, it is useful to evaluate forecasts both with these constraints and with the constraints removed, i.e., a constrained and an unconstrained forecast.

If demand levels are likely to be particularly sensitive to one or more factors, the planner should estimate the impact of reasonable changes in the underlying assumptions about those factors. For example, if expected growth in aircraft operations is highly dependent on the continued operation of a fixed base operator (FBO) and there is a reasonable possibility that the FBO will close, the planner should estimate how much that closing would change the predicted demand. The planner should also examine general aviation hangar activity, including the airport hangar waiting list, and estimate how much increased hangar space would change predicted demand.

If the timing of important demand-generating factors (specific local or national events or activities resulting in an increased demand for aviation services) is uncertain, the forecaster can construct a time line showing the period of uncertainty, during which demand constraints or the diversion of traffic to another airport may be needed. In this respect, the actual number of operations or enplanements in any specific future year is less important than the certainty that a particular threshold will be reached during the planning period. This approach acknowledges that demand is expected to exceed the airport's capacity, but that there is a range of time (with a range of forecast error costs, i.e., costs in terms of delays and reduced service levels as a result of airport capacity not keeping up with aviation demand because of forecast inaccuracy) during which this problem needs to be considered.

When preparing forecasts for airports with declining activity, the forecast should identify the underlying cause for the decline, including a review of national and local trends. A sudden decrease in activity may be temporary, particularly if local income and population are steady or advancing. If the drop in activity takes place more gradually and is sustained, the decline is more likely to continue during the forecast period.

To document an expected upward trend in activity, planners should get letters of support from airlines, fixed base operators, or other users; information from the *Official Airline Guide*, general aviation associations, news articles that document changes at nearby airports, survey data for aircraft activity, and trend data for based aircraft. Such letters should state that the writers plan changes in their operations at the study airport.

Most forecasts should include a sensitivity analysis to measure likely variations in activity if the factors influencing activity change. One method of measuring the uncertainty in the forecast is to use a number of alternative assumptions in preparing it. The use of alternative scenarios should be discussed with FAA staff during master plan study scoping.

It is often useful to provide a range of activity forecasts, that is, to forecast a high level of activity as well as a lower level and to try to determine where within this range the most likely forecast will be found. If a plan uses scenario forecasting and other techniques that develop alternative projections, the airport sponsor can then provide the most likely forecast projections to the FAA for its approval. Having a range of forecast activity allows airport planners to develop flexibility in facilities to accommodate different activity levels.

It may also be useful to develop Planning Activity Levels (PALs) based on the forecast. PALs are selected activity levels that the planner believes may trigger the need for additional airport capacity or other development and may be used for analyzing the benefits of proposed development alternatives. They may also be used to establish thresholds for the implementation of airport development projects. The use of PALs focuses the airport sponsor and the public on the need to plan for aviation activity levels rather than specific timelines.

f. **Compare Forecast Results with the FAA' s Terminal Area Forecasts** – Planners should compare their forecast results with those contained in the most recent Terminal

Area Forecast. To facilitate this comparison, the FAA recommends completing the template in Appendix C of the document titled *Forecasting Aviation Activity by Airport*.

g. **Approval of the Forecasts** – The general requirement for FAA approval of the master plan study's forecasts is that they are supported by an acceptable forecasting analysis and are consistent with the TAF. Master plan forecasts for operations, based aircraft, and enplanements are considered to be consistent with the TAF if they meet the following criteria:

1) Large, Medium, and Small Hub Airports

a) Forecasts differ by less than 10 percent in the 5-year forecast and 15 percent in the 10-year period, or

b) Forecasts do not affect the timing or scale of an airport project.

2) Other Commercial Service Airports

a) Forecasts differ by less than 10 percent in the 5-year forecast and 15 percent in the 10-year period, or

b) Forecasts do not affect the timing or scale of an airport project, or

c) Forecasts do not affect the role of the airport as defined in the current version of FAA Order 5090.3, *Field Formulation of the National Plan of Integrated Airport Systems*.

3) General Aviation and Reliever Airports

Where the 5- or 10-year forecasts exceed 100,000 total annual operations or 100 based aircraft:

a) Forecasts differ by less than 10 percent in the 5-year forecast and 15 percent in the 10-year period, or

b) Forecasts do not affect the timing or scale of an airport project, or

c) Forecasts do not affect the role of the airport as defined in the current version of FAA Order 5090.3, *Field Formulation of the National Plan of Integrated Airport Systems*.

When the 5- or 10-year forecast is for less than 100,000 total annual operations or 100 based aircraft, the forecast does not need to be reviewed at FAA Headquarters, but the data should be provided to the FAA for the annual update of the TAF.

Further guidance on FAA review and approval of aviation forecasts is defined in a memorandum dated December 23, 2004 that can be found at http://www.faa.gov/airports_airtraffic/airports/planning_capacity/.

Any substantial differences between the master plan forecasts and the TAF must be resolved before moving onto subsequent parts of the master plan. If the planner expects the master plan forecasts to be inconsistent with the TAF for any reason, the FAA's Project Manager should be contacted early in the forecast development process to discuss the implications of the variance.

Locally prepared forecasts may contain a more detailed analysis of local economic conditions or development that is not considered in preparing the TAF. Therefore, airport sponsors should review the FAA's TAF for their airport on a regular basis and notify their FAA Planner/Planning Program Manager when they believe local conditions merit a revision to the TAF. When requesting a change to the TAF, the airport sponsor should provide reliable historical data and letters from individuals with the authority to affect operations, which document planned changes in operations.

705. DOCUMENTATION

Present the results of the forecast process and a description of the process itself as a separate chapter in the master plan report. The forecast chapter should contain extensive documentation. The level of detail provided should be sufficient to enable both the FAA to analyze the results, for planners to use them later in the planning and environmental process, and so the forecast can be adapted for future planning efforts.

The master plan report should summarize each forecast element, explain the forecast methods used, highlight significant assumptions, clearly and concisely present the forecast results, and provide an evaluation of the forecast. Tabulations of historical and forecast data should be included for each forecast element; graphical presentations of key time series and forecasts are usually helpful. FAA recommends completing the template in Appendix B of the report titled *Forecasting Aviation Activity by Airport*. Explanations should be provided if major variances from historic trends are forecast. For complicated forecasts, an appendix to the technical report should provide detailed documentation of the methodology.

706. SOURCE DATA

The following sources may provide assistance for planners in preparing forecasts for master plan studies:

a. **Terminal Area Forecasts** – The FAA's Terminal Area Forecast (TAF) contains historical data for at least the past 10 years and forecast data for the next 15 years. The TAF summary report for each airport includes, as appropriate: aircraft operations (landings and takeoffs, local and itinerant; total operations; and air carrier, commuter/air taxi, general aviation, and military operations), enplanements (total, air carrier and commuter), and total instrument operations. The TAF presumes an unconstrained demand for aviation services.

b. **National Forecasts** – The FAA's Office of Aviation Policy and Plans publishes two other major forecasts, the FAA Aerospace Forecasts and the FAA Long-Range Aerospace Forecasts. The FAA Aerospace Forecasts are estimates of national aviation demand for the next 12 years.

Figure 7-3: Sample Table from Terminal Area Forecast Summary Report

Summary of Enplanements and Airport Operations at FAA Towers and Contract Towers

Enplanements at Towered Airports

					Annual Compound Growth Rate	
	Count	2003	2010	2020	2003-2010	2010-2020
Large Hubs	33	460,486,763	623,735,048	832,432,922	4.43	2.93
Medium Hubs	35	113,930,143	146,148,406	191,273,310	3.62	2.73
Small Hubs	66	43,914,690	63,050,236	80,139,022	3.69	2.43
Non Hub Towers	351	17,122,217	19,602,930	23,380,002	1.95	1.78
Total	485	635,453,813	852,536,620	1,127,225,256	4.17	2.83

Operations at Towered Airports

					Annual Compound Growth Rate	
	Count	2003	2010	2020	2003-2010	2010-2020
Large Hubs	33	14,356,535	17,766,287	22,010,896	3.09	2.17
Medium Hubs	35	6,972,068	7,846,402	9,413,334	1.70	1.84
Small Hubs	66	8,217,052	8,788,618	9,838,151	0.97	1.13
Non Hub Towers	351	33,230,486	35,369,207	40,008,626	0.90	1.24
Total	485	62,776,141	69,770,514	81,271,007	1.52	1.54

Source: Terminal Area Forecast Summary Report, Fiscal Years 2004 – 2020, Prepared March 2005, U.S. Department of Transportation, Federal Aviation Administration, FAA-APO-05-1

c. **Historical Data** – The FAA's Air Traffic Activity Data System (ATADS) contains historical aviation operations data for operations at Air Route Traffic Control Centers and FAA- and contract-towered airports. Monthly and annual counts of aircraft operations and instrument operations by user group are available at the facility, state, regional, and national level. These data can also be accessed at the APO website.

d. **Historical Data at Non-towered Airports** – Estimating current activity at non-towered airports can be difficult. The traditional method of using operations data from a similar towered airport to estimate the activity at a non-towered airport has been found to be unreliable. Records of fuel sales at the non-towered airport may be a more reliable indicator. However, the most reliable method has been found to be using a relatively inexpensive acoustical aircraft activity counter to obtain a series of cluster samples systematically drawn throughout the year and estimating the annual activity from these samples. The samples not only provide information on total annual operations, but also on the seasonal variability and peaking characteristics of the activity. For further information on this subject, see Transportation Research Record 958: "Ford-Shirack Study," *Estimating Aircraft Activity at Non-towered Airports: Results of the Aircraft Activity Counter Demonstration Project*.

The characteristics of operations at a non-towered airport, such as whether the operations are local or itinerant and what type of aircraft are using the airport, are as important as the number of operations. Visual surveys to determine these and other observable

characteristics can be expensive. A statistical sample can greatly reduce the cost. In 1987, the Oregon Department of Transportation published the results of a study in which the characteristics of operations at non-towered airports were determined through statistical sampling. See *Statistical Sampling and Estimating Procedure for Aircraft Activity Characteristics*, Oregon Aeronautics Division, Oregon Department of Transportation, April 1987.

e. **State and Regional Airport System Planning Data** – State and regional airport system plans can provide information, direction, and policy guidance for airport master planners. An airport system plan (at least for all NPIAS airports) provides forecasts and describes the roles of the various airports in the area and the distribution of traffic among them.

f. **Socioeconomic Data** – Planners should use recognized sources of socioeconomic data available from local, regional, state, and federal planning organizations. Key data elements include population, employment, income, and other measures. If possible, data should be presented on an historical basis and projected into the future.

g. **Other Data Sources** – Additional sources of data that should be reviewed are the *Official Airline Guide (OAG)*, FAA Form 5010, Airport Master Record, and other existing studies or reports.

The local FAA Airports office can provide additional guidance on using forecasting tools, techniques, and methods. Whether the aviation forecasts are being prepared by the airport planning staff or by consultants, early consultation and periodic discussion with FAA airports and forecasting staff are encouraged. Such discussions are particularly important when planners are considering using significantly different forecast assumptions and methods in developing the basis for a specific airport master plan or where there are differences between existing forecasts. These early discussions will be especially useful when the forecasts indicate that federal grants for airport improvements at the study airport would be justified sooner than called for in the existing TAF.

This page intentionally left blank.

Chapter 8 Facility Requirements

801. GENERAL

a. Planners should determine what, if any, additional facilities will be required to accommodate forecast activity. This task begins with an assessment of the ability of existing facilities to meet current and future demand. If they cannot, planners must determine what additional facilities will be needed to accommodate the unmet demand.

In some cases, the airport sponsor may decide that it is in the community's best interest for the airport not to continue to grow to accommodate forecast activity, or to accommodate forecast activity only up to a point. In these cases, the master plan should document this decision and indicate the probable consequences of the decision (e.g., demand will be capped, the demand will go unmet, or the demand will be diverted to another airport).

This analysis needs to clearly define the aviation problems and why the airport needs to resolve them. Findings supporting a problem, and the potential solutions to that problem, must be clearly documented. Planners should ensure that this needs analysis provides information sufficient to provide a basis for describing the purpose and need for proposed Federal actions. Care should be taken that the facility requirements are not so narrowly defined that they point to a single solution.

b. Although this AC provides guidance on the facilities commonly found at airports of all sizes, planners should limit their efforts to those elements that are applicable to the study airport. Preparation of an appropriate scope of work in the pre-planning process will ensure that both the airport sponsor and the planners understand what elements should be studied.

c. The requirements for new or expanded facilities reflect the unique circumstances of each airport, such as, but not limited to the following:

1) Capacity shortfalls, which are commonly driven by growing demand.

2) Enhanced security requirements mandated by the Transportation Security Administration, including the flexibility to respond to changes in threat levels.

3) Updated standards developed and adopted by the FAA or other regulatory agencies, to correct existing non-standard conditions and eliminate existing modifications to standards. If there are approved modifications to standards, planners should review the reasoning that led to those adjustments. The facility requirements chapter should indicate if those deviations will continue or will be eliminated in the new master plan.

4) The airport sponsor's strategic vision for the airport. Such needs are typically associated with a sponsor's strategic business plan, mission statement, or similar plans that will require modification of the airport.

5) The outdated condition, arrangement, or functionality of existing facilities.

d. At some airports, planners can use simulation models to help determine facility requirements. For large airports, simulations can model major components of an airport, including the airfield system, airspace environment, passenger and baggage flows in the terminal, and ground access networks. For smaller airports, simulations can model usage projections, passenger flows, and other support requirements including fixed base operator, maintenance, flight school, and fuel support requirements.

e. Many of the significant improvements needed at an airport are actually driven by the demand level, not a time frame or a specific year. Therefore, planners should identify what demand levels will trigger the need for the expansion or improvement of a specific facility. In this way, the sponsor can monitor growth trends and expand the airport as demand warrants. (For a discussion of the use of Planning Activity Levels, see Section 704.e.)

f. The findings of the capacity analyses and facility requirement determinations form the foundation for the identification of development alternatives and the selection of the alternatives that can best meet future demand. Since critical investment decisions will be based on these analyses, the planner, airport sponsor, and FAA should consider the cost of inadequate analysis in determining the level of effort and sophistication of the capacity and delay analyses. If the analyses are not sophisticated enough, development funds could be wasted on alternatives that do not meet future demand. On the other hand, planning funds can be wasted by capacity and delay analyses that are more sophisticated than they need to be. Future facility needs are to be based on these analyses and it is critical that these analyses be adequate, supportable, and defendable. Therefore, this is a critical issue to discuss during master plan scope of work development.

802. EMERGING TRENDS

a. The aviation industry is changing rapidly and the changes may have a significant impact on the size, quantity, and type of facilities needed to accommodate future demand. For example, airfield and airspace capacity may be affected by the implementation of free flight, the use of global positioning systems for navigation, the continued use of regional jets, the introduction of new aircraft types (large commercial and very light jets), and changes in air traffic procedures. Airline mergers, the introduction of self-serve kiosks, advances in information technology, and new security procedures will affect terminal facility requirements. Cargo facility needs have been changed by the improved logistics of the distribution industry.

b. The rapid pace of change in the aviation industry is expected to continue for years to come. All master planning efforts should examine industry trends and identify those that will influence their capacity needs. An important consideration in airport planning is to encourage flexible concepts that can be adapted to the rapidly changing environment.

803. DESIGN HOUR DEMAND

a. For many master plan studies, estimates of annual demand for air passengers, aircraft operations, cargo, or vehicle trips will be sufficient to identify future facility needs. Planners should be aware, however, that such general estimates can mask substantial seasonal and time-of-day variations in demand; failing to consider these can result in high congestion and low levels of service during peak hours.

b. In the U.S., the evaluation of peak hour demand is often based on the peak hour of the average day of the peak month. This approach provides sufficient facility capacity for most days of the year, but recognizes there will be some very busy days that experience congestion, queues, and delays and that it is important that facilities are neither under- nor overbuilt. However, for some critical airport systems, the peak hour of the average day of the peak month can substantially understate the demand at peak times, resulting in unacceptable levels of service or overloading of systems to a point that may approach gridlock. Some components of the passenger terminal complex, such as baggage handling systems and security checkpoints, are particularly sensitive to this issue.

c. To address these problems, planners may wish to consider alternate methodologies for determining peak hour demand, such as the percentile of busy hours throughout the year (for example, 90th or 95th percentile). A facility sized to meet such demands should have sufficient capacity and service levels during 90 percent or 95 percent of the hours throughout the year. The specific percentile will depend on the facility being evaluated, the desired level of service, and the unique demand characteristics of the study airport.

804. SECURITY CONSIDERATIONS

Security requirements have become very important in planning airport facilities. Planning for security early in the development process can produce designs that accommodate security requirements in a more efficient, less costly, and less intrusive manner. However, specific measures for implementing security requirements will vary in response to shifting threats, evolving technology, and the physical and operational circumstances of individual airports. Planners should meet with representatives of the Transportation Security Administration (TSA) early in the process and be familiar with the current versions of applicable documents, including TSA's *Recommended Security Guidelines for Airport Planning, Design, and Construction* and relevant sections of the Transportation Security Regulations (TSRs). Appendix B, Useful Reference Materials, has a list of applicable TSRs and other security-related publications.

Security requirements will vary depending on the role and service provided at the airport. The information contained in 49 CFR Part 1542, *Airport Security*, describes the security rules and requirements for commercial service airports. Operators of general aviation airports are encouraged to use the recommended guidelines in appropriate TSA publications discussing security at general aviation airports to enhance the security of their facilities. Both commercial service and general aviation airports are extremely diverse and appropriate security measures can only be determined only after careful examination of an individual airport.

Terminal facilities also have extensive security requirements, particularly with regard to the location of passenger and baggage screening. Ground access facilities, such as roadways and parking structures, may be subject to security-based siting considerations, including terminal proximity limitations. Security requirements are also becoming an increasingly important element in planning air cargo and general aviation facilities.

805. AIRFIELD AND AIRSPACE REQUIREMENTS

The determination of airfield and airspace requirements includes an assessment of the airports' ability to handle forecast activity levels, analysis of its compliance with design and safety standards, and a determination of design standards for new facilities or the improvement of existing facilities.

FAA Advisory Circular 150/5300-13, *Airport Design*, is a key resource for the planner in virtually all analyses to determine airfield requirements and is frequently referenced in this chapter.

a. **Airfield Capacity Analysis** – Airfield capacity is expressed in terms of the number of aircraft operations that can be conducted in a given period of time. Capacity is most often expressed as annual capacity (or annual service volume) and hourly capacity (or throughput capacity) for a particular runway and taxiway configuration.

   At low activity airports, airfield capacity often exceeds the anticipated level of demand and only a minimal analysis is necessary. For airports with higher activity levels, several techniques for determining airfield capacity are available to airport planners. The methodology in FAA Advisory Circular 150/5060-5, *Airport Capacity and Delay*, commonly referred to as the "handbook methods," yields hourly capacities and annual service volumes (ASV) and permits the estimation of aircraft delay levels as demand approaches and exceeds the throughput capacity of each airfield configuration. The handbook methods are typically used for long range planning and the results should be discussed with FAA representatives.

   Although the handbook methodology is adequate for many master plans, congested airports may incur higher levels of delay than are typically used in the ASV definitions. ASVs may not be appropriate to use at airports with a 24-hour operation, such as late night cargo operations. For such airports, computer simulation modeling may be necessary to provide the depth of analysis necessary to support major airfield investment decisions. There is no universally adopted simulation tool that must be used in airfield capacity analyses. The FAA's Technical Center supports the simulation engine for the most current version of the FAA Airport and Airspace Simulation Model, which is available to the public free of charge. Both public domain software and proprietary software developed by the private sector are also available for modeling. If simulation modeling is employed, planners must be careful to explain modeling capabilities and limitations, and review key assumptions, inputs, operating configurations and results with appropriate representatives of the FAA.

   Aircraft operational delay costs or savings are often used as the measure for comparing various airfield development alternatives. Delay is typically expressed in minutes per

aircraft operation, which can be translated into hours of annual delay and easily converted into dollar estimates to be used as a basis for comparison. Traditionally, four to six minutes of average delay per aircraft operation is used in ASV calculation. This can be considered as an acceptable level of delay. When the average annual delays per aircraft operation reaches four to six minutes, the airport is approaching its practical capacity and is generally considered congested.

The selection of a particular airfield capacity analysis technique should be made in the pre-planning phase of the master plan study. The selected technique should be clearly defined in the negotiated scope of work. At the conclusion of the airfield capacity analysis, planners will have a sense of whether an additional runway or taxiway should be included in the alternatives analysis.

b. **Runway Requirements** – Existing and future runways should be examined with respect to dimensional criteria, orientation, length, width, and pavement design strength:

1) ***Dimensional Criteria*** – FAA guidance on dimensional standards is based on a coding system known as the Airport Reference Code (ARC). This system is used to relate airport design criteria to the operational and physical characteristics of the aircraft that will operate at the airport. Existing and future ARC classifications are determined from a review of the aviation demand forecasts and an understanding of the airport's existing and future role in the air transportation system. While an ARC classification is assigned to the overall airport, it is sometimes advisable to apply a less demanding ARC to particular areas of the airport that will not be used by the primary critical aircraft. See FAA AC 150/5300-13, *Airport Design*, for more information on appropriate ARC codes and dimensional criteria requirements.

2) ***Orientation*** – Runway orientation is primarily a function of wind coverage requirements for the existing and projected aircraft fleet mix. Historical wind and weather data can be obtained from the National Oceanic and Atmospheric Administration (NOAA). This analysis is used to determine if additional runways are needed to provide the necessary wind coverage. See FAA AC 150/5300 13, *Airport Design*, for guidance on wind coverage analysis techniques.

   Planners should also review runway designation. Periodic changes in magnetic declination may necessitate renumbering the runways. A declination calculator can be found at http://www.ngdc.noaa.gov/seg/geomag/jsp/Declination.jsp. The existence of obstructions and environmental and physical features, either man-made or natural, in approach and departure routes should also be considered in determining runway orientation.

3) ***Length*** – The length of a runway is a function of many factors, the most notable of which are the selection of an appropriate design aircraft and the longest nonstop distance to be flown by the design aircraft from the airport. Aircraft-specific runway length requirements are a function of aircraft physical characteristics at time of flight, weather conditions, and runway conditions. See FAA AC 150/5325-4, *Runway Length Requirements for Airport Design*, for guidance on this analysis. Other common resources for runway length assessments are the aircraft characteristics

information published by aircraft manufacturers, consultation with aircraft operators at the airport, and the FAA document, *Best Practices: Planning Airports for Business Jets*. Aircraft manufacturers may be able to provide airport-specific runway length requirements for their aircraft, especially at airports with severe conditions such as high temperatures or high airport elevations.

4) ***Width*** – The required width of a runway is a function of the approach minimums, airplane approach category, and airplane design group for the design aircraft using the runway and is discussed in FAA AC 150/5300-13, *Airport Design*.

5) ***Pavement Design Strength*** – What aircraft types and the critical aircraft expected to use the airport should be used to determine the required pavement design strength, or weight bearing capacity, of airfield surfaces. The required pavement design strength is an estimate based on average levels of activity, and is expressed in terms of aircraft landing gear type and geometry (i.e., load distribution). The pavement design strength is not the maximum allowable weight. Limited operations by heavier aircraft than the critical aircraft may be permissible. Pavement design and load distribution assumptions can be found in FAA AC 150/5320-6, *Airport Pavement Design and Evaluation*.

c. **Taxiway Requirements** – The taxiway system must provide safe and efficient aircraft movement to and from the runways and the aprons that serve passenger terminals, cargo, and general aviation facilities. The ARC designations from the runway requirements also apply to appropriate dimensional criteria for taxiways. As traffic increases, the taxiway system can become the limiting operational factor, especially if the airfield configuration results in frequent runway crossings by taxiing aircraft, or does not provide sufficient access or bypass capability. The location of taxiway exits may also reduce runway occupancy time, thereby increasing capacity. Planners should examine the location and type of runway exit taxiways as well as the location of parallel taxiways, crossover taxiways, bypass taxiways, perimeter taxiways, and holding pads. At congested airports, computer simulation can aid this analysis.

d. **Electronic, Visual, and Satellite Aids to Navigation** – Aids to navigation provide pilots with information to assist them in locating the airport and to provide horizontal and/or vertical guidance during landing. Navigational aids also permit access to the airport during poor weather conditions. The need for new or additional navigational aids is a function of the fleet mix, the percentage of time that poor weather conditions are present, and the cost to users of not being able to use the airport when it is not accessible. Important navigational aids include instrument landing systems (ILS), approach lighting systems (ALS), Precision Approach Path Indicators (PAPI) or other visual approach slope indicators, and global positioning systems (GPS), such as the Wide Area Augmentation System (WAAS). Airport users can assist planners in identifying the need for navigational aids and the development of WAAS approaches. The installation of new navigational aids may require airspace coordination.

e. Air traffic control facilities include air surveillance radars, airport surface detection equipment, remote transmitters and receivers, wind shear detectors, weather observing equipment, and others. The general siting of future air traffic control facilities should take place during the master plan process so that adequate space is reserved for them and their critical areas are protected from development that would interfere with their operation.

f. **Airspace Requirements** – For complex master plans, particularly for a commercial service airport located near another commercial service airport, determining airspace requirements may require a detailed investigation, often using computer simulations. Such efforts need to be carefully coordinated with FAA air traffic representatives so as to reach agreement regarding key modeling assumptions. In addition, if the airfield capacity analyses call for new runways or major airfield reconfigurations, significant airspace changes or redesign may be required and FAA air traffic representatives should participate in the discussions.

In most master plan studies, however, the focus will be on reviewing the airport's existing airspace classifications and determining if growth at the study airport or at neighboring airports could require an upgrade to a higher airspace classification.

At non-towered airports, the master plan should determine if the growth in aircraft operations will exceed threshold values for the establishment of an airport traffic control tower. For towered airports, line of sight investigations may reveal that the airport traffic control tower should be relocated. See FAA Order 6480.4, *Airport Traffic Control Tower Siting Criteria*, for help in making such a determination.

Planners should identify penetrations of imaginary surfaces (as defined in 14 CFR Part 77, *Objects Affecting Navigable Airspace)* to determine their disposition. Obstacle clearance surfaces associated with *United States Standard for Terminal Instrument Procedures (TERPS)*, and obstacle clearance requirements found in FAA AC 150/5300-13, *Airport Design*, should be evaluated as appropriate. In some cases, the TERPS surface may be the controlling airspace surface.

806. COMMERCIAL SERVICE PASSENGER TERMINAL COMPLEX

a. The commercial service passenger terminal complex extends from the aircraft parking positions on the airside interface to the vehicle curbfront on the landside interface.

1) ***Gates and Apron Frontage*** – Planners should establish requirements that identify the number of aircraft parking positions that will be needed to handle future activity. The mix of aircraft expected during the design hour will determine the lineal feet of apron frontage and the dimensions of the required gates. The parking and storage of ground servicing equipment should also be considered in determining apron frontage requirements.

2) ***Passenger Terminal Building*** – Within the terminal building itself, requirements are commonly expressed in terms of square feet for major functional elements such as ticket counter area, security checkpoints, departure lounges, concessions, airline

operations, baggage claim, baggage makeup, circulation and public space, mechanical space, and the Federal Inspection Services (FIS). Understanding the space requirements of these elements will help planners in designing the configuration of the terminal complex. Planners should prepare estimates of the number of processing units needed for ticket counters, baggage claims, and security checkpoints. In some master plans, where terminal building expansion is projected for the long-term, it may be appropriate for the master plan to provide only a general location and footprint of the future terminal building, rather than specific functional area requirements.

3) ***Curbfronts*** – The length of curbfront required is a function of the modal splits of arriving and departing passengers, dwell time assumptions for the vehicles at the curbfront, and the assignment of different types of vehicles to the curbfront (management of the curbfront). The availability of convenient and inexpensive short-term parking, public transit, and door-to-door shuttles will reduce the amount of curbfront required.). To facilitate the flow of traffic in front of the terminal, an assessment of the number of lanes should be conducted.

The role of the study airport in the air transportation system will of course determine what passenger terminal facilities it needs. A major connecting hub, for example, will need terminals that are different from those of an origin and destination airport. Similarly, airports serving major tourist destinations will have special needs. The terminal building area requirements may be too specific for a master plan and it may be appropriate to provide only the general location and footprint of a future terminal complex. Figure 8-1 shows a typical passenger terminal at a large commercial airport.

Figure 8-1: Commercial Service Terminal Complex

Source: Philadelphia International Airport, Terminal F (opened in 2001), www.phl.org (Photo by Richard McMullin, Philadelphia Airport System)

b. **Methodologies** – Information on methodologies that can be used to determine passenger terminal facility requirements is available from several sources, including:

1) FAA Advisory Circulars 150/5360-13, *Planning and Design Guidelines for Airport Terminal Facilities,* and 150/5360-9, *Planning and Design of Airport Terminal Facilities at Non-Hub Locations*

2) *Airport Development Reference Manual*, published by the International Air Transport Association

3) *Measuring Airport Landside Capacity*, published by the Transportation Research Board

Proprietary computer simulation modeling tools are also available and can be used to evaluate passenger and baggage flow through airport terminals. .

807. GENERAL AVIATION REQUIREMENTS

a. General Aviation (GA) includes a variety of users and activities, such as corporate flight departments, cargo operators, recreational users, business flying, flight training, agricultural applications, law enforcement, and fixed base operators. These users need aircraft storage facilities, transient parking aprons, terminal facilities, auto parking, and vehicle access from adjacent roads.

1) ***Aircraft Storage Facilities*** – GA users' physical requirements vary from unpaved tie-down aprons to large conventional hangars with major maintenance services and aircraft aprons. Conventional hangars and T-hangars provide aircraft with protection from the weather and security against vandalism or theft. In general, aircraft owners prefer hangars. The demand for hangars is understandably higher in northern climates with severe winter weather conditions.

2) ***Transient Aircraft Parking Aprons*** – Temporary parking for visiting aircraft may be provided on a transient apron adjacent to the general aviation terminal building, or on aprons managed or leased by an FBO.

3) ***Terminal Facilities*** – General aviation terminal buildings range from very modest structures with little more than a waiting room and a telephone to multi-story buildings with extensive amenities such as pilot briefing rooms, restaurants, gift shops, pilot's lounges, conference and training rooms, and rental car counters. At general aviation airports, the terminal building may also house administrative offices. At commercial service airports, general aviation terminal facilities are often provided by one or more FBO. In such cases, the facilities are provided principally for customers of the FBO and access for the general public is limited.

b. The planner should identify future requirements for general aviation facilities, which will be primarily a function of the forecasts of aircraft to be based at the airport and of transient aircraft operations. The role of the airport in the region's transportation network will also influence facility requirements, as will the airport sponsor's vision of the strategic and economic value of the airport.

c. Planners should also be aware of factors that may influence the existing demand for these facilities. For example, if the facilities are in disrepair compared to facilities at neighboring airports with overlapping service areas, demand may shift away from the study airport. The airport sponsor's pricing policies may also affect the demand. A useful barometer of facility needs, particularly short-term needs, is the existence of waiting lists for hangars, T-hangars, or aircraft tie-down positions.

d. The number of business jets is increasing at a more rapid rate than other general aviation aircraft. This growth will become more pronounced with the introduction of the very light jets (VLJ) or micro jets. No matter their size, business jets have notable impacts on the facilities and services of a general aviation airport.

808. AIR CARGO REQUIREMENTS

a. For commercial service airports and larger general aviation airports, air cargo activity includes a diverse collection of companies with differing business strategies and market roles, including the following:

1) ***Integrated Carriers*** transport freight from door-to-door using their own fleet of trucks and aircraft.

2) ***Freight Forwarders*** act as brokers that link shippers with freight carriers; they coordinate the shipment of freight but do not transport it.

3) ***All Cargo Operators*** sell space to freight forwarders or individual companies and ship the air cargo on their aircraft.

4) ***Combination Carriers*** carry both passengers and freight on a single aircraft, typically with a reconfigured cabin.

5) ***Belly Freight Carriers*** carry cargo in the baggage compartment or belly of a passenger aircraft.

Airport planners should assess the capacity of existing cargo processing facilities and determine future requirements for buildings, aircraft parking aprons, and ground access facilities. Each type of cargo operation has somewhat different site requirements, so a range of spaces will need to be provided for cargo development. In planning for future air cargo facilities, planners should consider: (1) the type of cargo companies expected to expand or initiate operation; (2) annual air cargo operations projected for all operators; (3) the number of existing apron parking spaces; (4) projected growth in annual enplaned tonnage; (5) the availability of ground access for the heavy commercial trucks associated with cargo activity; and (6) any security needs and requirements. Planners should consider providing a means of separating cargo trucks from other airport traffic for security purposes.

b. For most general aviation airports, air cargo facilities are included in the broad category of general aviation facilities. Air cargo-related activities are accommodated in the hangar, apron, and ground access facilities of the general aviation tenants and operators. In those cases, an independent analysis of air cargo needs is unnecessary.

809. SUPPORT FACILITIES

a. Support facilities at an airport provide a broad set of functions that ensure the smooth, efficient, and safe operation of the airport. As applicable, the future requirements of the following support facilities should be examined:

1) ***Aircraft Rescue and Firefighting*** – For airports that require Part 139 certification, planners should review the forecast of aircraft operations to determine if the airport's Aircraft Rescue and Firefighting (ARFF) index will change during the planning period. If Part 139 certification is not currently provided at the study airport, but will be required at some time during the planning period, the applicable ARFF building and equipment requirements should be defined in the master plan. See 14 CFR Part 139 *Certification of Airports*, particularly sections 139.315 to 139.319, for ARFF Index definitions; and FAA AC 150/5210-15, *Airport Rescue and Firefighting Station Building Design*, for standards and guidance in planning an ARFF station. Planners should also consider if multiple ARFF stations will be required to meet response time requirements as defined in Part 139. For airports that do not require Part 139 certification, planners should identify any existing agreements with local authorities for emergency response services, or the lack thereof.

2) ***Airport Maintenance*** – The airport provides a wide variety of services to ensure that airport tenants and users have a safe, efficient, and reliable environment. The facilities needed to support these services include administrative offices; buildings for storage and maintenance of airport equipment; shop space; and buildings for supply storage. Northern airports, of course, need equipment for snow removal operations, see also AC 150/5220-18 *Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials*.

3) ***Fuel Storage*** – FBOs often provide fuel storage and supply at general aviation airports. At some airports, unattended self-serve facilities may be provided when activity levels do not warrant full-time attendants. For commercial service needs, fuel storage facilities ensure that jet fuel is available if supply services through pipelines or tanker trucks are interrupted. To support general aviation, planners should address the types of approved aviation fuels needed to meet current and future public demand, since new engine technologies permit the use of auto fuel and diesel in today's aircraft.

4) ***Aircraft Maintenance*** – For the general aviation community, aircraft maintenance is typically provided by an FBO. The types of services provided include, but are not limited to, airframe and power plant repair by an FAA-certified repair station. The facilities required to sustain these services include: (1) an aircraft maintenance hangar with sufficient work space for any aircraft upon which maintenance is being performed; (2) suitable storage and shop space for equipment and tools; (3) office space, customer lounge, restrooms, and telephone; (4) apron area with pavement type and strength adequate to support the expected aircraft; (5) auto parking and ground access to provide customers with adequate vehicle parking; and (6) proximity to the engine run-up area to limit taxi times and fuel cost. At larger airports, a tenant airline may have established a maintenance base for the periodic inspection and maintenance

of their aircraft. To determine the space requirements for such a maintenance facility, planners should ask airline representatives what types of aircraft they plan to service at the airport and their expected facility needs.

5) ***De-Icing*** - Airports with exposure to winter weather conditions that can cause accumulation of frost, snow, slush, or ice on aircraft surfaces must have aircraft deicing facilities. These airports should provide de-icing pads to maintain departure flow rates and avoid unacceptable delays. Any new aircraft deicing facility must have runoff mitigating structures to collect fluid runoff. See FAA AC 150/5300-14, *Design Of Aircraft Deicing Facilities,* for standards and guidance in planning deicing facilities.

Guidance for assessing the future needs of aviation support facilities is available from the referenced ACs. In many cases, the planner should rely on interviews with tenants and users, in combination with observation of the methods and procedures used at existing airport facilities.

810. GROUND ACCESS, CIRCULATION, AND PARKING REQUIREMENTS

One of the keys in choosing a mode of travel is the total trip time between points of origin and destination. If total trip time is under three hours, travelers are particularly sensitive to the duration of the ground access portion of an air travel trip. The regional roadway network, on-airport circulation roadways, and parking facilities are the principal components of the ground access system. The capacity and reliability of this system will determine the level of service provided to air travelers on the ground access segment of their trip.

a. **Regional Transportation Network** – With the exception of the busier commercial service airports where access is often a capacity constraint, airport access planning by local transportation agencies has historically been effective and probably will not emerge as a critical constraint of airport capacity expansion. Coordination with local transportation planning authorities during the review of existing conditions should produce enough information to allow an assessment of surface access capability, and to confirm whether the existing and planned network can accommodate projected aviation demand.

   At airports where ground access may be an issue, detailed discussions with local transportation planners may be needed to quantify the shortfalls in the capacity of the regional roads. A variety of analytical computer models and simulation models can be used by airport planners to assist with those determinations. As a general rule, large airports try to develop strategies that reduce the number of single-person private vehicle trips and to encourage greater use of high-occupancy vehicles. In major urban areas, the Metropolitan Planning Organization (MPO) may be able provide assistance to airport planners. Light rail systems, intermodal stations, or other alternate modes of transportation are often examined in these efforts.

b. **On-Airport Circulation Roadways** – This access system is shared by a wide range of users having different trip purposes, which include:

1) ***Originating and terminating air travelers*** most often arrive at the airport in a private vehicle, but may also use a taxi, limousine, courtesy bus, mass transit, charter bus, door-to-door van, or rental car.

2) ***Employees*** travel to and from the airport each day using private vehicles or public transportation.

3) ***Delivery vehicles*** supply the goods and materials consumed or purchased at the airport.

4) ***Other vehicles*** may require access to air cargo facilities, general aviation facilities, support facilities, and other activity centers.

Each user group has a different pattern of arrival and departure times for their airport trips. Analytical methods and computer models may be used to evaluate roadway capacities and the levels of service they provide. Such an analysis should also identify possible capacity increases in the form of additional lanes or operational modifications. Security provisions for vehicle screening may need to be provided. Other users of the roadway facilities that should be evaluated may include:

1) ***Taxi/Limo/Courtesy Van Staging Areas*** – Locations where vehicles can be parked and dispatched as needed to pick up passengers at the terminal curbfronts. A staging area is a critical resource at busy airports where terminal curbfront is scarce.

2) ***Rental Car Facilities*** – At smaller airports, the ready and return parking spaces for rental cars are often located in lots immediately adjacent to the terminal building or in the public parking garage. At larger airports, ready and return spaces may be provided in a consolidated rental car facility or at remote locations that are reached via courtesy vans or buses. Rental car operations also require space for cleaning, fueling, maintenance and vehicle storage.

3) ***Courtesy Vans and Buses*** – Courtesy buses and vans serving on- and off-airport rental cars, hotels, and parking facilities are major users of on-airport roadways. At the larger commercial airports, these are often provided with dedicated curbfront to pick up and drop off passengers.

4) ***Charter Bus Operations*** – Airports that are major tourist destinations must accommodate significant charter bus operations. Cruise ships, for example, impose extraordinary surges on facilities used by charter buses to transfer passengers between the air terminal and the marine port.

Planners should also pay attention to airport signing. Poor signing can reduce the level of service provided to the airport's patrons and cause increased traffic volumes because of recirculation. See AC 150/5360-12 *Airport Signing and Graphics* for instructions on obtaining the industry reference manual, *Guidelines for Airport Signing and Graphics*, which was jointly developed by the American Association of Airport Executives (AAAE), the Airports Council International-North America (ACI-NA), the Air Transport Association of America (ATA), and the Airport Consultants Council (ACC). Also see

Report No. DOT/FAA/PP/96-3, *Intermodal Ground Access to Airports: A Planning Guide.*

b. **Public Parking Facilities** – Public parking facilities at general aviation airports are generally small surface lots located next to the terminal building, while parking facilities at commercial service airports range from free surface lots next to the passenger terminal to a complex combination of garages and surface lots. Close-in parking may include separate areas for hourly and daily parking. At larger airports, remote parking lots with shuttle buses may need to be considered. The development of "cell phone lots" is gaining popularity at many commercial service airports.

c. **Employee Parking** – For most airports, employee parking is provided within individual tenant leasehold areas and is not a critical concern for planners. At small commercial service airports, parking for employees whose worksite is inside the commercial passenger terminal building can usually be accommodated in small surface lots near the terminal. At larger airports, however, public parking in surface lots or garages usually displace terminal area employee parking. In these cases, the planner should include an evaluation of terminal area employee parking and remote area employee parking in the future facility requirements.

811. UTILITIES

The master plan study should also address future need for utilities such as water, sanitary sewer, drainage and deicing, industrial waste, communications, and power supply. Existing systems should be evaluated and their capacity verified at the airport boundary. Historical ratios of utility demand to the level of enplanements or aircraft operations can form the basis for projecting future demand. Since an airport can be a large consumer of utility services, planners should discuss their projections with local utility providers to ensure that the airport's needs are included in their long-term service plans.

812. OTHER REQUIREMENTS

Many airports have significant acreage devoted to non-aeronautical uses, such as industrial parks, recreational uses, agricultural or grazing leases, or retail businesses. Some uses are considered temporary, to remain only until a higher aviation use materializes, while others are expected to remain as surplus to anticipated aviation needs. In either case, the revenue from these activities provides supplemental revenue to the airport and improve the airport's overall financial position. The planner should review the infrastructure needs of such activities and identify improvements that preserve the revenue-generating performance of a valuable asset.

813. DOCUMENTATION GUIDELINES

a. A stand-alone chapter of the technical report should describe the analyses and techniques used to determine future facility requirements. A summary at the beginning or end of the chapter and in the report's executive summary should highlight findings for key components.

b. Planners should use appendices to improve the readability and organizational flow of the documentation. However, they should avoid making the appendices a depository for unnecessary information, which can result in massive reports that may confuse and discourage the reader.

c. It is not necessary for the chapter documentation to mirror the outline of major sections provided in this chapter of the AC. However, it should follow the structure of the chapter of the technical report that describes existing conditions.

This page intentionally left blank.

Chapter 9 Alternatives Development and Evaluation

901. GENERAL

a. This chapter brings together many different elements of the planning process to identify and evaluate alternatives for meeting the needs of airport users as well as the strategic vision of the airport sponsor. Airports have a wide variety of development options, so an organized approach to identifying and evaluating alternative development options is essential for effective planning. The key elements of this process are:

   1) Identification of alternative ways to address previously identified facility requirements.

   2) Evaluation of the alternatives, individually and collectively, so that planners gain a thorough understanding of the strengths, weaknesses, and other implications of each.

   3) Selection of the recommended alternative.

   Planners should carefully organize the analysis because it is easy to consider alternatives that do not meet the airport's needs, or fail to consider certain long-term development options, particularly if one highly visible issue seems to overshadow other planning elements. Both of those outcomes can be avoided by the careful review of the scope of work, and by verifying that the facility requirements (including timing) are complete; that other considerations, such as the sponsor's strategic development objectives, unusual site or environmental consideration and other factors are documented and understood; and that there has been sufficient stakeholder participation.

b. Planners should also review the scope of work to ensure that the alternatives process conforms to the overall study design. In simple master plans, alternatives development may be limited. In these instances, facility improvements are simply an extension of existing land use patterns and can be best addressed in the Airport Layout Plan.

c. Planners should meet the airport's development needs in order to improve the airport as a system, while remaining responsive to environmental, fiscal, and other objectives. To do so, the planner must balance competing needs among the airport's various functional elements. Although the process varies by airport, planners typically consider the airside first; terminal, general aviation, and cargo facilities next; and then airport access. Since a master plan covers a 20-year time frame, planners should recognize that the recommended alternative should be functional through various stages of the plan. For example, it would not be a good idea to develop a new location for general aviation operations early on if the airside improvements needed to support it would not be provided until a later phase. A 20-year plan should also have the flexibility to meet unforeseen future conditions.

   In some cases where it is appropriate to identify major development alternatives, such as a new runway, that meet demand beyond a 20-year time frame. For example, if an airport is experiencing urban encroachment that would lead to land use incompatibility,

planners should assess alternatives that would help protect aviation assets from that encroachment, or to plan for long-term land acquisition. However, planning beyond the 20-year period should be general in nature and in much less detail than that for the short- or even mid-term development. For example, if planning for a future runway, the master plan might only indicate the general location and potential length of the runway. The alternatives analysis would only consider key evaluation criteria and would be at a low level of detail.

d. Effective facility planning must consider environmental issues in the alternatives identification, evaluation, and selection effort. The early consideration of the potential environmental impacts of alternatives can avoid later problems. Some master planning efforts will produce short-term recommendations that will require an Environmental Assessment or Environmental Impact Statement. In these situations, the master plan must provide a good technical foundation for the subsequent environmental process. In some complex situations, it may be helpful to include an environmental consultant or FAA Airports Environmental Specialist as an advisor to the master plan. However, the planner should carefully review the master plan scope of work to avoid undertaking tasks better suited for the follow-on environmental analysis, such as wetland delineation or cultural resources surveys. To better understand how a master plan alternatives analysis fits within the overall development process, planners should concurrently review the following FAA guidance:

1) FAA Order 5050.4, FAA Airports guidance for complying with NEPA,

2) FAA Order 1050.1, *Environmental Impacts: Policies and Procedures*

3) AC 150/5300-13, *Airport Design*

4) Chapter 5 of this AC, *Consideration of Environmental Factors in Airport Master Planning*

Master plans that address controversial undertakings, such as capacity projects at larger airports, should pay particular attention to environmental factors and the National Environmental Policy Act (NEPA) process during alternatives identification, analysis, and selection. The plan's environmental evaluation is intended to support the NEPA process. The planning and environmental review will be less likely to experience delays if the master plan supports the subsequent NEPA analysis.

Although master planning is not part of the NEPA process, the master plan alternatives development and evaluation can provide an important component of an efficient NEPA process. In complex cases, the careful scope of work preparation (with assistance from an environmental consultant or FAA Airports Environmental Specialist) can ensure that the master plan provides information useful to subsequent environmental analyses under NEPA. Items of particular interest during planning include the types of reasonable alternatives that the sponsor and FAA can implement. The analysis of these alternatives must be consistent and well documented.

e. The alternatives effort should also consider fiscal issues. Planners must be aware of the practical fiscal limitations imposed on the airport by the availability of FAA funding, passenger facility charges (PFCs), user fees and other sources of development dollars and their development options should reflect the fiscal capabilities of the airport. Cost should not be a factor in rejecting an alternative it makes the alternative infeasible. A plan that is not realistic in terms of what can be funded will not provide much benefit to the sponsor or airport users. Note, however, that under NEPA, cost alone is not necessarily a valid reason for rejecting an alternative.

f. The alternatives identification, evaluation, and selection process should be the most collaborative portion of the master plan study as part of an effective public involvement program. The foundation for a successful effort in the alternatives analysis process is careful consideration of this task in the pre-planning activities. The level of detail to be undertaken in this task will greatly affect the cost of the master plan study.

902. ALTERNATIVES ANALYSIS PROCESS IN AIRPORT MASTER PLANNING

a. A general process of identifying, analyzing, and recommending alternatives is illustrated in Figure 9-1. The steps shown are an example of a comprehensive process that can be used on large and complex projects. For many airport planning projects, some of the steps may not be applicable. The process should be adapted to the needs of the study airport and the level of detail may vary considerably from study to study. The alternatives analysis process may be adapted in several ways, but variations should be clearly described in the study's scope of work; they may include changes such as:

   1) What airport elements are included in the process

   2) How the elements are ranked in the planning hierarchy

   3) What type and level of analysis will be used to differentiate among the alternatives

b. Where a particular functional element does not exist, it can be eliminated from the alternatives analysis process; for example, planners need not consider an airline passenger terminal at general aviation airports. In addition, if there are no facility needs associated with a functional element, it is not appropriate to consider alternatives for that element. Thus, it is possible, if there are no facility improvements for primary elements and those for secondary elements are simply extensions of existing land use patterns, that the alternatives analysis process can be materially reduced or even skipped altogether.

c. The alternatives analysis process planning hierarchy that addresses the primary analysis first examines recommended alternatives for those elements that require large land areas and must be considered as a functional whole. For most airports, this will include the airside. For larger airports, airline passenger terminal and ground access elements may be included. For smaller airports, general aviation facilities may be included in the primary analysis.

   The secondary analysis addresses elements that have greater planning flexibility, however, not all airport planning will have secondary analysis. For example, the support

facilities at some airports will include an Aircraft Rescue and Fire Fighting (ARFF) building. While an ARFF building will have specific size, location, and functional requirements, these requirements are significantly easier to satisfy than those for a new runway or passenger terminal.

The order of the elements in the planning hierarchy may vary by airport. For example, at an airport with particularly complex airside, airline passenger terminal, and cargo situations, but a very simple ground access element, the alternatives analysis process would be adapted to make the ground access element a secondary analysis element while making the cargo element a primary analysis element.

d. Planners may also adapt the analysis to the unique circumstances of the study airport. For example, an airport may have ample airfield capacity, but significant terminal and ground access congestion. In such a case, planners might conduct a relatively simple airfield capacity analysis, or none at all, while the airline passenger terminal and ground access elements would get a more intensive analysis, including computer simulation.

e. The alternatives analysis process is an iterative process, intended to be flexible enough to permit creative thinking about the future of the airport, but sufficiently structured to ensure consideration of all pertinent factors. The planner, in following this process, should focus on issues that shape how the airport will function as a system, as well as on narrower technical analyses.

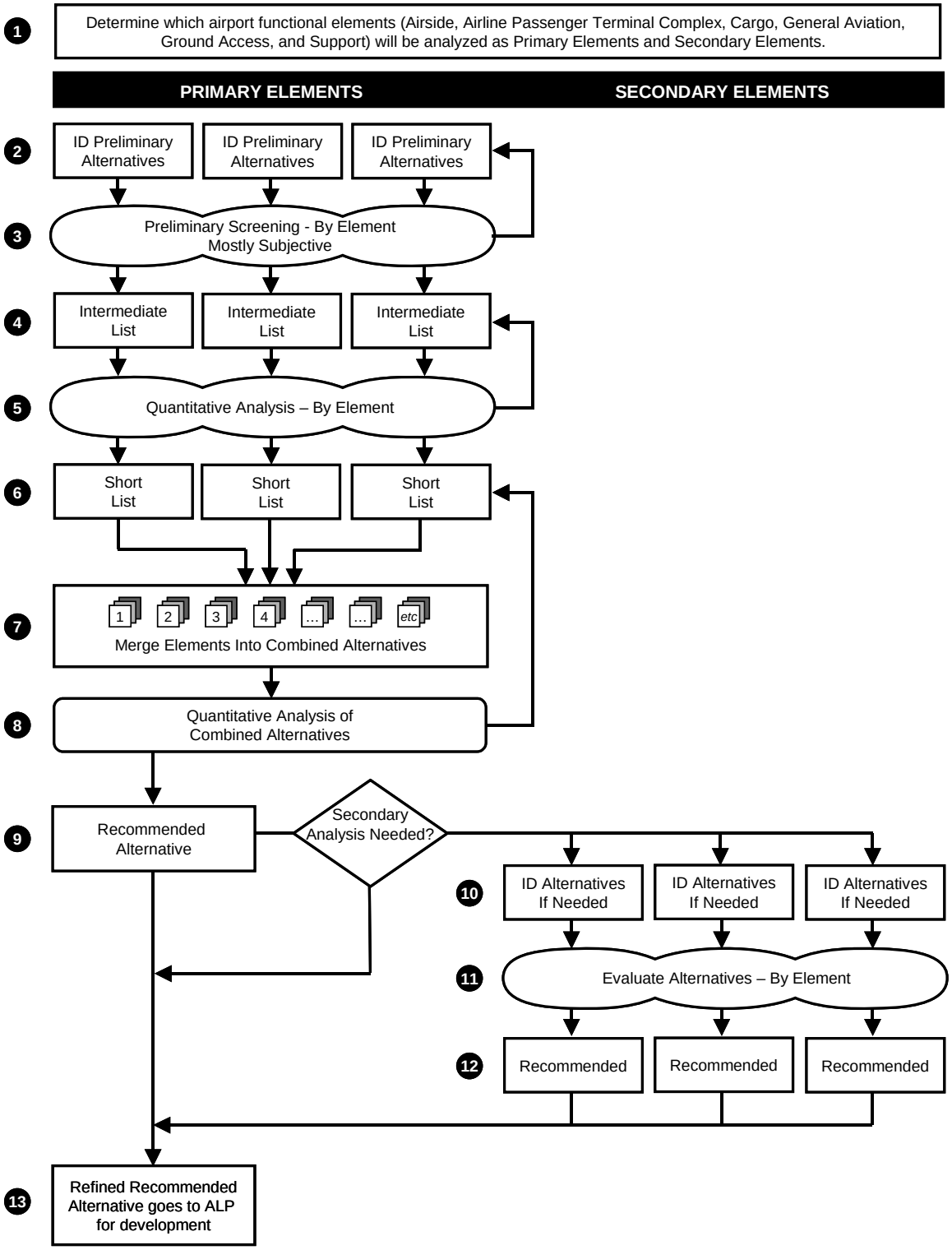
f. The alternatives analysis process should incorporate the public involvement program. Although the appropriate level of public involvement will vary, a meaningful involvement program is important and will provide a number of important benefits.

g. As shown in Figure 9-1, the alternatives analysis process should start with a broad group of alternatives for the primary elements and progressively screen them to produce reasonable alternatives that meet the planning need. The sponsor may identify a recommended single alternative.

1) ***Determine Primary and Secondary Elements (Step 1)*** – Determine which functional elements (airside, airline passenger terminal complex, cargo, general aviation, ground access, and support) should be considered in the primary analysis and which ones can be in the secondary analysis. Primary elements require large, contiguous land areas. Secondary elements have greater planning flexibility, can often be subdivided, and fill-in around the primary elements.

2) ***Identify Preliminary Primary Element Alternatives (Step 2)*** – After the principal elements for primary and secondary analysis are identified, select preliminary alternatives for the primary elements.

Figure 9-1: Alternatives Analysis Process Example



3) ***Screen Alternatives for Intermediate List of Primary Element Alternatives (Steps 3 and 4)*** – Screen the preliminary alternatives, using a mostly subjective, qualitative analysis, to make an intermediate list of alternatives. This screening will eliminate some alternatives for each of the primary elements, and may introduce others. Any subsequent environmental analysis will be aided by clear documentation of this screening, focusing on why alternatives were eliminated.

4) ***Quantitative Analysis for Short List of Primary Element Alternatives (Steps 5 and 6)*** – As appropriate, subject the selected alternatives to a more rigorous, and often quantitative, analysis to get a short list of alternatives by element. Again, clear documentation of this analysis will help in any subsequent environmental analysis.

5) ***Combine and Analyze Primary Element Alternatives (Steps 7 and 8)*** – Identify combined alternatives, consisting of the logical matching of the individual primary element alternatives, and subject them to a further analysis, based on previous work.

6) ***Select Preferred Primary Element Alternative (Step 9)*** – Select and document the recommended alternative for the primary elements. Note that subsequent environmental processing will materially benefit from clear documentation of this selection with a focus on why alternatives were eliminated.

7) ***Identify Alternatives for the Secondary Elements (Step 10)*** – Identify alternatives or options for the secondary elements. In some cases, the simplicity of the situation may eliminate the need for some or all of the secondary component alternatives.

8) ***Evaluate and Select Recommended Alternatives for Secondary Elements (Steps 11 and 12)*** – As appropriate, evaluate secondary elements alternatives, typically using a mix of qualitative and quantitative analysis, and select and document reasonable alternatives or options. Note that subsequent environmental processing will materially benefit from clear documentation of this analysis. It provides a focus on why some alternatives were eliminated and why reasonable alternatives were retained for consideration and environmental analyses.

9) ***Prepare Refined Recommended Alternative (Step 13)*** – The final step in the process is the combination of the recommended alternatives for the primary and secondary elements.

h. During the alternatives analysis process, planners will get new information and input that will help refine the alternatives or result in the introduction of new alternatives. Therefore, planners should view the alternatives analysis process as an iterative one.

903. IDENTIFICATION OF ALTERNATIVES

a. The alternatives identification (steps 2 and 10 in Figure 9-1) should consider only those alternatives meeting the sponsor's planning need and that the FAA or the airport sponsor will be able to implement. Planners should examine each identified alternative's technical feasibility, economic and fiscal soundness, and aeronautical utility (i.e., build and operated safely). Alternatives not meeting those criteria should be dismissed, while

providing reasons for their respective dismissals. The master plan should include reasons why planners rejected any alternative that would avoid environmentally sensitive resources or that would require extensive mitigation. This planning information is critically important to efficient project development. It is also critical to streamlining the subsequent NEPA process, since that process must consider the above master plan alternatives and those outside the FAA's or sponsor's jurisdiction.

b. To avoid an unnecessarily complex alternatives analysis process, the planner should carefully select different ways of addressing the identified need that are not simply variations on the same basic approach. Alternatives should have discrete, measurable, and materially different impacts on the established alternative evaluation criteria. Early work should consider a number of ideas, but these should be reduced to a manageable number of true alternative approaches through the initial steps of the process, taking care to adequately document what concepts were examined and why certain ones were dismissed. The need to work with a manageable number of alternatives in the master plan must be balanced with NEPA requirements to consider all reasonable planning alternatives to avoid or minimize impacts to environmental resources.

   Planners should understand the condition of the airport, the business relationships between the airport and tenants, the future vision of the airport sponsor, the environmentally sensitive features of the airport, and other factors that make each airport unique.

c. There should be a direct link between the facility requirements and the development alternatives. Not all facility requirements are related to capacity shortfalls, as some will improve operations, comply with standards, or meet the sponsor's strategic objectives. However, the basis for all facility requirements should be clearly documented.

d. The alternatives should address those airport elements that are the focus of the particular master plan (airside, airline passenger terminal, or ground access) and de-emphasize functional elements that are less important to the airport's overall function.

e. The process of identifying alternatives should be iterative. It should begin with the identification of a broad range of possibilities, often generated by using a collaborative brainstorming approach. The focus should be on the primary elements. The elements should be reviewed to ensure that necessary interrelationships are considered (i.e., make sure there is a ground access option and airside option that supports each terminal option). The elements may conflict (i.e., a terminal option may conflict with an airside option). Initial screening should narrow the range of possibilities to those reasonable alternatives that meet the planning need for each element, which will then undergo more intensive development and evaluation.

f. As the alternatives are evaluated, planners may need to apply more specialized skills. In some cases, they may need to conduct airspace reviews to determine an alternative's aeronautical utility. In very complex cases, they may need to conduct preliminary engineering studies and prepare cost estimates.

g. In many cases, the secondary element may not require the formulation and analysis of alternatives, but may be integrated directly into the recommended primary element alternative. This is particularly true when the secondary element can follow an extension of an existing land use pattern and no environmental resources are affected.

904. EVALUATION OF ALTERNATIVES

The evaluation of alternatives (steps 3, 5, 8 and 11 in Figure 9-1) should be adapted to each airport's unique situation. Sophisticated and expensive analyses should be done only when deemed necessary to differentiate among alternatives. In all cases, the analysis should follow generally accepted planning practices, be replicable, consistently applied, and well documented.

The alternatives analysis process uses increasing levels of detail as the evaluation of alternatives proceeds. The initial rounds of evaluation should be qualitative and more subjective, based on a combination of good planning judgment, relatively simple-to-use models and simplified calculations. However, subsequent rounds of analysis should be more rigorous.

Evaluation criteria should be determined in advance, but may be adjusted based on information uncovered as part of the alternatives analysis process. Since the selection of appropriate evaluation criteria involves a significant degree of subjectivity, planners must be careful to achieve a balanced evaluation, while still being responsive to the various study participants' points of view. The planner must carefully consider factors of particular importance at the study airport, but make sure that the evaluation addresses all aspects of the alternatives. Therefore, the planner should include a broad range of evaluation criteria to ensure the adequate consideration of all aspects of the alternatives.

Evaluation criteria are divided into four broad categories: operational performance, best planning tenets and other factors, environmental factors, and fiscal factors. For most airports with relatively straightforward planning issues, a simple analysis across a broad range of evaluation categories will be sufficient. The following evaluation criteria should be adapted for each airport to achieve a balance between the need for a thorough evaluation and the inefficiency of over-analysis:

a. **Operational Performance** – How well the airport functions as a system can be evaluated from several perspectives, including capacity, capability, and efficiency.

   1) ***Capacity*** – Test for the capability of accommodating future activity levels. Various capacity techniques can be applied to the airside, terminal, and ground access elements. Consistent application of the technique to each alternative will permit the planner to compare them.

   2) ***Capability*** – Test for the capability of meeting specific functional objectives, such as accommodating the design aircraft, providing the required number of aircraft parking positions or gates, or allowing space for the runway length requirement.

   3) ***Efficiency*** – Test how well the alternatives work as a system by examining combined alternative elements. For example, airfield taxiing efficiency can be evaluated by

combining terminal and airside alternatives to measure which combination yields the lowest weighted average aircraft taxiing time and the fewest runway crossings.

Several FAA offices have a role in assessing the aeronautical utility of various alternatives. These include the FAA's Air Traffic Organization (generally the terminal, technical operations, and planning units), Flight Procedures, and Flight Standards. Questions to be addressed may include the feasibility of approach procedures, navigational aid siting, and airspace interaction.

b. **Best Planning Tenets and Other Factors** – Planners should determine the relative strengths and weaknesses of the alternatives. The following best planning tenets will apply to the evaluation of alternatives at most airports, but others may be applicable at a specific airport:

1) Conforms to best practices for safety and security

2) Conforms to the intent of applicable FAA design standards and other appropriate planning guidelines

3) Provides for the highest and best on- and off-airport land use

4) Allows for forecast growth throughout the planning period

5) Provides for growth beyond the planning horizon, as applicable

6) Provides balance (typically capacity) between elements

7) Provides the flexibility to adjust to unforeseen changes

8) Conforms to the airport sponsor's strategic vision

9) Conforms to appropriate local, regional, and state transportation plans and other applicable plans

10) Technically feasible (limited site constraints)

11) Socially and politically feasible

12) Satisfies user needs

c. **Environmental Factors** – The potential environmental effects of the alternatives are an important consideration. The impact categories defined in FAA Order 1050.1, *Environmental Impacts: Policies and Procedures* and FAA Order 5050.4, FAA Airports guidance for complying with NEPA, offer significant insight about the likely impacts of various alternatives. At some airports, only a few of the items will be applicable, such as noise, wetlands, or social impacts and a simple approach will be sufficient to differentiate among the alternatives. Where an Environmental Assessment or Environmental Impact Statement is likely to be prepared, a more detailed evaluation of environmental factors will be useful. An environmental consultant may provide significant insight in such cases.

Early consideration of the environmental effects of the alternatives can help ensure that they remain responsive to the overall environmental objectives of the airport sponsor. If early examination indicates that the principal alternatives are likely to have extensive environmental effects, it may be appropriate to develop additional alternatives. If there are no additional alternatives, the decision to move forward with the existing alternatives should be made only after careful consideration by the airport sponsor.

d. **Fiscal Factors** – Preparing rough cost estimates is a very effective way to compare alternatives and should be done in all alternatives analyses. Cost estimates should account for any special differences among alternatives. For example, in comparing a green-field site versus the redevelopment of an existing site, the evaluation should consider the respective cost advantages and disadvantages. A green-field site might have cost premiums associated with site work, installation of support infrastructure, and access roadways. At the same time, redevelopment might have cost premiums associated with demolition, phasing, and relocations.

Early fiscal analysis may also be necessary to determine if the alternatives are responsive to the fiscal constraints of the study airport. The identification of likely funding sources and their funding potential are important factors in determining the feasibility of the alternatives. If early estimates indicate that the principal alternatives are beyond the realistic fiscal capability of the airport, planners should include that information in the master plan and develop more fiscally responsible alternatives.

Planners may also prepare a preliminary benefit-cost analysis, following the current benefit/cost analysis guidance from the FAA Office of Airports. However, for most alternatives reviews, a summary analysis using reasonable estimates and judgment will be sufficient. Planners should conduct any required benefit-cost analyses in accordance with FAA guidelines when the development and financing plans are sufficiently refined to allow a more accurate estimate of the costs, benefits, and other factors.

905. SELECTION OF A RECOMMENDED ALTERNATIVE

a. The selection of an airport sponsor's recommended alternative (steps 9 and 12 in Figure 9-1) will usually be based on a combination of efforts, including: summation of the alternative evaluation criteria, supplemental analyses and evaluations, stakeholder input through the public involvement process, and sponsor preferences. The level of complexity of the selection process typically reflects the complexity of the airport's situation. However, in all cases the reasons for the selection of the recommended alternative should be clearly documented.

b. Summation of the alternative evaluation criteria can take many forms. Because this effort typically relies heavily on the judgment of the planning team, particular care must be taken to ensure that the summation process is clear and understood by the airport sponsor and study participants. In simple situations with relatively few evaluation criteria, a recommended alternative can often be selected with little or no summation of the evaluation criteria. In more complex settings, a matrix of findings can be effective in selecting a recommended alternative. In addition, a matrix of findings can document

matters of judgment; facilitate the sponsor's, FAA's, and others' participation in the decision making process; and build consensus regarding the recommended alternative.

In master plans that are controversial or will lead to an Environmental Assessment or that may require an Environmental Impact Statement, the planner should ensure that the process used to select a recommended alternative is comprehensive, logical, well documented, and has meaningful public participation. The public involvement process during a master plan serves an important function, but it does not replace the public involvement process required by NEPA and described in FAA Order 1050.1, *Environmental Impacts: Policies and Procedures* and FAA Order 5050.4, FAA Airports guidance for complying with NEPA. If the master plan contains short-term development projects that are known to require additional environmental processing, the airport sponsor should consider beginning the environmental processing prior to selecting a recommended alternative. Selecting a recommended alternative prior to beginning the environmental processing may complicate the NEPA process because the various agencies and public involved may perceive that the NEPA analysis is biased.

906. AIRPORT SITE SELECTION

The emphasis in airport planning is normally on the expansion and improvement of existing airports. Sometimes, however, an existing airport cannot be expanded to meet the future demand and a new or supplemental airport is required. In these cases, a new airport site may be selected as part of the airport planning process. The process of identifying, evaluating, and selecting a potential site for a new airport is similar to the process of identifying, evaluating, and selecting alternatives for individual airport projects. Appendix E contains guidance on the airport site selection process. If planners want to use Federal financial assistance under the AIP for follow-on planning or site acquisition and development, the FAA must approve the selected site before any additional planning work is started.

907. DOCUMENTATION GUIDELINES

a. The documentation of the alternatives identification, evaluation, and selection process should be a separate chapter in the master plan technical report. The planner should provide a summary at the beginning of the chapter that describes the recommended alternative and its principal benefits.

b. Planners should move technical information to appendices to improve the readability and organizational flow of the documentation.

c. Since this documentation may be heavily relied upon in a subsequent Environmental Assessment or Environmental Impact Statement, the planner should ensure that the documentation is logical and thorough. It should make clear what alternatives were considered, why particular alternatives were discarded, and why the recommended alternative was selected.

This page intentionally left blank.

Chapter 10 Airport Layout Plans

1001. GENERAL

a. This chapter provides guidance in the preparation of the drawings that make up the Airport Layout Plan (ALP) drawing set. The ALP depicts existing airport facilities and proposed developments as determined from the planners' review of the aviation activity forecasts, facility requirements, and alternatives analysis. The process outlined in this chapter also applies to ALPs that are prepared without a master plan.

b. FAA Order 5100.38, *Airport Improvement Program Handbook*, provides supplemental guidance for the preparation of an ALP. United States Code (USC) 47107(a) requires, in part, a current ALP approved by both the sponsor and FAA prior to the approval of an airport development project. USC 47107(a)(16) requires that the airport sponsor maintain an ALP that ensures the safety, utility and efficiency of the airport. Grant assurance number 29 requires that the sponsor keep the ALP up to date at all times. As stated in Order 5100.38, an ALP remains current for a five-year period, or longer, unless major changes at the airport are made or planned.

c. The minimum elements of the ALP drawing set are defined in Appendix F, *Airport Layout Plan*, of this AC. This chapter complements the ALP drawing set requirements in Appendix F.

d. The ALP preparer must work closely with the airport sponsor, the responsible FAA office, and if appropriate, the applicable state agency, to define the requirements, standards, and criteria to be employed. To ensure that the ALP is comprehensive, all parties must agree to its content and standards.

e. The ALP graphically depicts current and future airport facilities. The remaining drawings included in the ALP drawing set are considered appended to the ALP and are a part of it.

f. The five primary functions of the ALP that define its purpose are:

1) An approved plan is necessary for the airport to receive financial assistance under the terms of the Airport and Airway Improvement Act of 1982 (AIP), as amended, and to be able to receive specific Passenger Facility Charge funding. An airport must keep its ALP current and follow that plan, since those are grant assurance requirements of the AIP and previous airport development programs, including the 1970 Airport Development Aid Program (ADAP) and Federal Aid Airports Program (FAAP) of 1946, as amended. While ALPs are not required for airports other than those developed with assistance under the aforementioned Federal programs, the same guidance can be applied to all airports.

2) An ALP creates a blueprint for airport development by depicting proposed facility improvements. The ALP provides a guideline by which the airport sponsor can

ensure that development maintains airport design standards and safety requirements, and is consistent with airport and community land use plans.

3) The ALP is a public document that serves as a record of aeronautical requirements, both present and future, and as a reference for community deliberations on land use proposals and budget resource planning.

4) The approved ALP enables the airport sponsor and the FAA to plan for facility improvements at the airport. It also allows the FAA to anticipate budgetary and procedural needs. The approved ALP will also allow the FAA to protect the airspace required for facility or approach procedure improvements.

5) The ALP can be a working tool for the airport sponsor, including its development and maintenance staff.

g. The ALP drawing set is a set of planning drawings and is not intended to provide design engineering accuracy. Individual items such as runway coordinates, obstruction survey data, and application of airport design standards must comply with Federal survey standards. The ALP preparer will need to define accuracy requirements for specific elements of the ALP in cooperation with the airport sponsor and approving agencies.

h. Airport Layout Plans are prepared either as first time ALPs, formal revisions based on changes to the airport, or informal revisions based on minor improvements to the airport. Informal revisions, often referred to as pen-and-ink revisions, can be made to individual sheets of the ALP drawing set, although the responsibility for review and approval must still be coordinated with the FAA. These and other requirements are discussed in FAA Order 5100.38, *Airport Improvement Program Handbook*.

1002. AIRPORT LAYOUT PLAN DRAWING SET

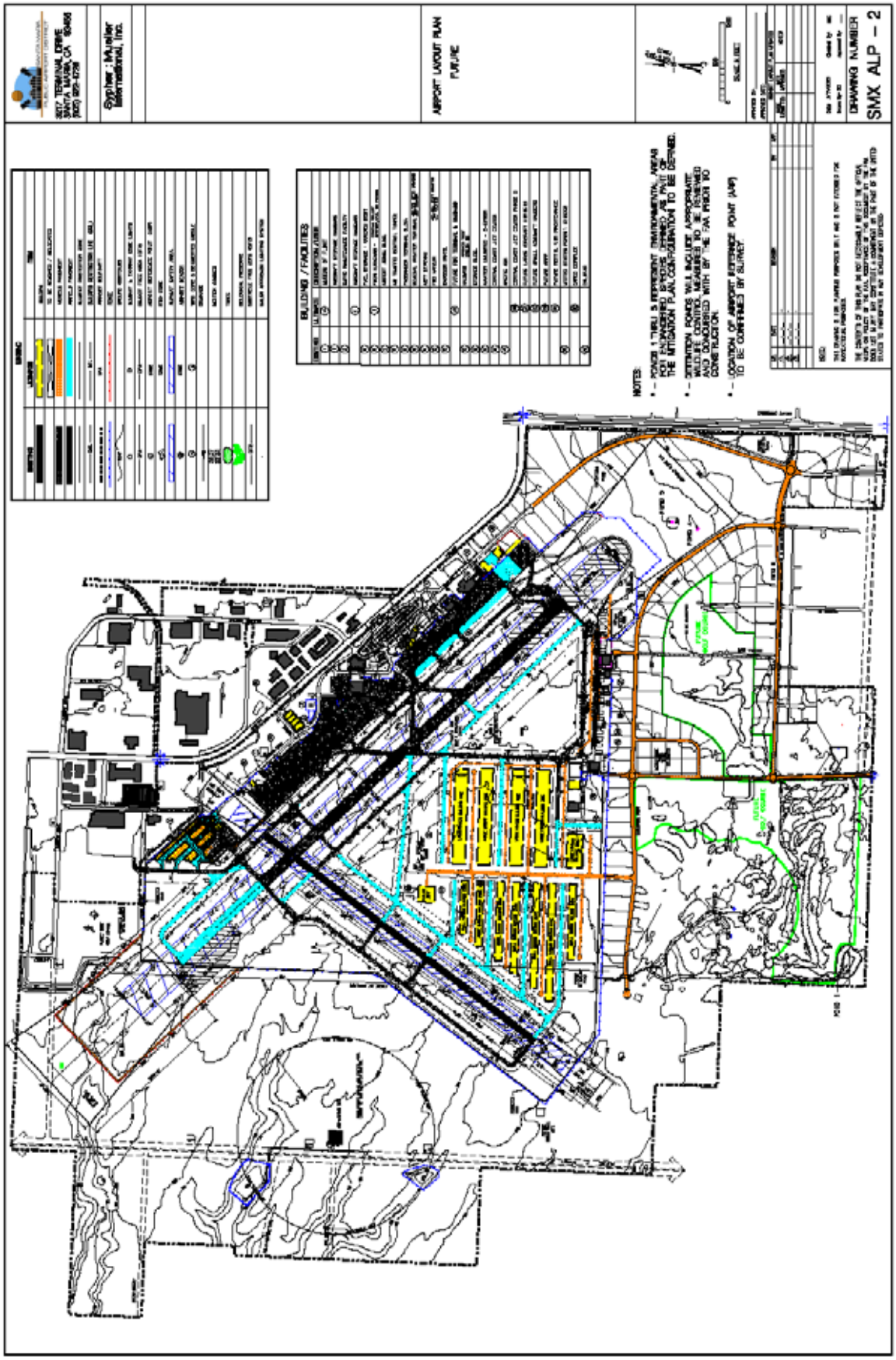
a. The individual sheets that comprise the Airport Layout Plan drawing set will vary with each planning effort. The ALP preparer, airport sponsor, FAA and any other approving agency must determine which sheets are necessary during the project scoping activities.

b. The required content of individual sheets is defined in Appendix F, *Airport Layout Plan*. Many state aviation agencies also have specific ALP requirements. Drawings that might be included in the Airport Layout Plan drawing set are described below and those that are required as minimum ALP drawings are identified as such:

1) ***Cover Sheet*** – A separate cover sheet, with approval signature blocks, airport location maps, and other pertinent information as required by the local FAA Airports office.

2) ***Airport Layout Plan*** – (Required) A drawing depicting the existing and future airport facilities. The drawing should include required facility identifications, description labels, imaginary surfaces, Runway Protection Zones, Runway Safety Areas and basic airport and runway data tables. It may be necessary to include the data tables on a separate sheet. Figure 10-1 is an example of an ALP drawing.

Figure 10-1: Airport Layout Plan Drawing



Source: Santa Maria Airport (SMX), prepared by Sypher:Mueller.
Note: This is a draft airport layout plan and has not yet been reviewed or approved by FAA.

3) ***Data Sheet*** – A separate sheet containing basic airport and runway data tables.

4) ***Facilities Layout Plan*** – A drawing that depicts existing and future facilities, and only critical, non-overlapping clearance criteria, with minimal text. It is essentially a simplified ALP.

5) ***Terminal Area Plan(s)*** – This plan consists of one or more drawings that present a large-scale depiction of areas with significant terminal facility development. Such a drawing is typically an enlargement of a portion of the ALP. At a commercial service airport, the drawing would include the passenger terminal area, but might also include general aviation facilities and cargo facilities.

6) ***Airport Airspace Drawing*** – (Required) 14 CFR Part 77, *Objects Affecting Navigable Airspace*, defines this as a drawing depicting obstacle identification surfaces for the full extent of all airport development. It should also depict airspace obstructions for the portions of the surfaces excluded from the Inner Portion of the Approach Surface Drawing.

7) ***Inner Portion of the Approach Surface Drawing*** – (Required) Drawings containing the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the obstacle identification approach surfaces contained in 14 CFR Part 77, *Objects Affecting Navigable Airspace*. The drawing may also depict other approach surfaces, including the threshold-siting surface, those surfaces associated with United States Standards for Instrument Procedures (TERPS), or those required by the local FAA office or state agency. The extent of the approach surface and the number of airspace obstructions shown may restrict each sheet to only one runway end or approach.

8) ***On-Airport Land Use Drawing*** – A drawing depicting the land uses within the airport property boundary.

9) ***Off-Airport Land Use Drawing*** – A drawing depicting land uses and zoning in the area around the airport. At a minimum, the drawing must contain land within the 65 DNL noise contour. For general aviation airports or low activity commercial service airports, where noise issues are less important, on-airport land use and off-airport land use drawings may be combined.

10) ***Airport Property Map*** – A drawing depicting the airport property boundary, the various tracts of land that were acquired to develop the airport, and the method of acquisition. This drawing is only required for those airports that have acquired land with Federal funds or through an FAA-administered land transfer program; however, it may be useful to all airport sponsors. If any obligations were incurred as a result of obtaining property, or an interest therein, they should be noted. Obligations that stem from Federal grant or an FAA-administered land transfer program, such as surplus property programs, should also be noted. The drawing should also depict easements beyond the airport boundary. An airport property map is not a substitute for an Exhibit A unless it is prepared in accordance with AC 150/5100-17, *Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects.*

11) ***Runway Departure Surface Drawing*** – This drawing depicts the applicable departure surfaces as defined in Appendix 2 of FAA AC 150/5300-13. The surfaces are shown for runway end(s) designated primarily for instrument departures. The one-engine inoperative (OEI) obstacle identification surface (OIS) should be shown for departure runway end(s) supporting air carrier operations.

12) ***Utility Drawing*** – This drawing depicts the location and capacity of major utilities on the airport and in the surrounding area.

13) ***Airport Access Plans*** – If access to the airport is a significant issue, a separate airport access drawing should be created, depicting the major routes of various modes of transportation that serve the airport. Such a drawing could also include proposed improvements to the system.

14) ***Other Plan(s)*** – Drawings that address a specific, unique need at the airport. The sponsor, FAA and other approving agencies must discuss and agree to include them.

1003. COMPUTER-AIDED DESIGN STANDARDS

a. ALP drawings may be produced electronically using design software. The sponsor and responsible reviewing agency will select what program to use. Design standards should be established and may include defined line types, line weight/thickness, lettering styles, symbols, and file-naming conventions. The sponsor, FAA and/or state agency must determine which standards must be followed in development of the Airport Layout Plan drawing set.

b. Following computer design standards will facilitate the review and approval of the drawings by the responsible agency, reduce the chance of someone misunderstanding the drawings, produce drawings that are useful for the reviewing agency and the airport sponsor, and produce drawings that may be used in subsequent planning and design efforts.

1004. GEOGRAPHIC INFORMATION SYSTEMS APPLICATIONS

a. Geographic Information Systems (GIS) are computer-based software that links geographic features on a map with various databases. GIS may be used by the airport sponsor for a number of purposes, including the inventory and maintenance of airport facilities, preparation for emergency services, planning for airport improvements, the inventory of airport property, and the inventory of sensitive environmental areas.

b. The ALP may be linked to an existing GIS or the airport sponsor may implement a new GIS incorporating the ALP. The ALP preparer should understand the intended use of the GIS and the associated ALP standards and requirements. The ALP standards may include specific computer aided design standards for GIS compatibility and ALP requirements may include specific facility and data needed for GIS applications. For example, a GIS database including the airfield lighting and signing will define a portion of the inventory and mapping effort. Similarly, a GIS used for emergency services or analysis of airport access may require mapping of the local road network.

1005. BASE MAPPING AND DATA SOURCES

Base mapping and data source issues should be discussed as part of the master plan scoping, since they may affect not only the ALP drawings, but also subsequent environmental matters. These issues might include the following:

a. **Base Mapping** – The level of detail required for the base mapping of the ALP must be determined by the airport sponsor, FAA, state agency, and the ALP preparer. Although some sponsors may already have the necessary data, new base mapping will often be required. Base mapping is typically done at the outset of the planning effort and is used in the facility requirements determination and alternatives analysis and selection. Since these processes ultimately establish the total area that will be depicted on the drawings, the preparer should establish the area that must be mapped by considering the following:

- Potential airport expansion beyond the existing boundaries
- The extent of noise contours
- Location of other potential environmental impact areas
- The area required to address ground access issues
- The area to be depicted on the Approach Surface Drawing
- Implications of the use of GIS

The ALP preparer will need to determine, based on topography, budget, and future uses of the base mapping, what intervals of topographical contours to use on the maps. Topographic issues may be important in the alternatives analysis, which may require that reduced contour intervals be used. The ALP preparer should also consider how to analyze airspace obstructions and violations. If aerial photogrammetry is used for the obstruction analysis, mapping can be paired with it, but parameters for both products must be established.

b. **Airspace Obstruction Identification and Analysis** – An assessment of airspace obstructions near the airport should be included on the Approach and Departure Surfaces Drawings and the Airspace Drawing. The ALP preparer and reviewing agency must establish data sources and parameters for this assessment. Obstruction data sources include airport obstruction removal programs, previous obstruction survey data, the airport's Obstruction Chart, and the FAA Digital Obstacle File. Numerous methods may be used for inventorying new obstructions or for verification of identified obstructions, including a physical site survey using traditional methods, aerial photogrammetry; and laser mapping. Obstruction analysis parameters include the extent of the approach surfaces to be surveyed and analyzed, and the survey of areas off the sides of the runways. Existing obstruction clearing and maintenance programs at the airport may minimize the need for extensive obstruction surveying. Conversely, development of a new airport, construction of new runways, and the extension, reclassification, or approach procedure revisions to existing runways may require additional surveying. Surveys should be done in accordance with FAA Advisory Circulars 150/5300-16, 17, and 18.

c. **Off-Airport Property** – The airport property map will identify the parcels that were acquired to develop the airport. The airport alternatives analysis may benefit from an inventory of parcels surrounding the airport boundary, particularly in areas of anticipated

airport development. Being able to identify these parcels by size and use may also benefit potential subsequent environmental studies. The ALP preparer, the responsible agency, and airport sponsor should determine if expanding the property map to include these areas is necessary.

1006. CHECKLISTS

a. The primary guideline for development of the ALP and drawing set is the FAA checklist in Appendix F, *Airport Layout Plan*.

b. Checklists from FAA Regional and District Offices and state aviation offices may supplement the FAA checklist. The ALP preparer should identify applicable checklists at the outset of the project.

c. For airports not included in the National Plan of Integrated Airports System (NPIAS), the FAA's checklist may not apply; states may have separate requirements.

d. Planners must verify that checklists are current, since they are continually revised to reflect changing Federal and state standards.

e. Once the applicable checklists have been identified, the ALP preparer should consult with the reviewing agencies to define the specific items on the checklists that are applicable to the project. Checklists are comprehensive and not all items are applicable to a specific project.

1007. APPROVALS

a. The ALP drawing set approval process will vary, depending on the requirements of the local FAA Region and District office and those of the state aviation agency. The airport sponsor, FAA, state, and ALP preparer need to identify which approval process will be used at the outset of ALP preparation.

b. FAA Order 5100.38, *Airport Improvement Program Handbook*, states that FAA review and coordination of the ALP will cover Federal interests and must consider any required coordination that was not completed at the local or state level.

c. The review of the Airport Layout Plan drawing set will typically be completed through multiple submittals. Milestones must be determined by the reviewing agency, but typically include:

1) ***Preliminary ALP submittal*** – The drawing set should be submitted to the sponsor for review and comment to ensure that the graphic depictions correctly present the sponsor's goals.

2) ***Draft ALP Submittal*** – The drawing set and support documentation should be submitted to the FAA and state aviation agencies for review and comment. Supporting documentation might include ALP checklists and must be predetermined with reviewing agencies. Review comments may be addressed prior to submittal of the Draft ALP drawing set for airspace review.

3) ***Draft ALP Airspace submittal*** – The Draft ALP drawing set should be submitted to the reviewing agency for distribution to various FAA offices for airspace review. As noted above, in some cases the FAA or state may require that the Draft ALP drawing set be submitted for review and comment and then resubmitted for airspace review after their comments have been addressed. In other cases, the FAA may conduct the airspace review at the same time as its general review of the Draft ALP drawing set.

4) ***Final ALP submittal*** – The ALP drawing set should be revised, as needed, based on the airspace determination and review comments if these were not addressed prior to submitting the Draft ALP drawing set for airspace review. The final ALP drawing set and accompanying narrative (Master Plan Report or ALP Narrative Report) should be sent to the reviewing agency for distribution.

d. Conditional Approval – The FAA may approve the Airport Layout Plan drawing set conditionally, based on specific components that will be subject to further review and approvals prior to funding and implementation. See Chapter 5 for additional information regarding master plan environmental review and ALP approval.

e. Unconditional Approval – The FAA may unconditionally approve the Airport Layout Plan drawing set when all proposed development projects are either categorically excluded from additional environmental processing, have received a Finding of No Significant Impact resulting from an Environmental Assessment, or have received a Record of Decision resulting from an Environmental Impact Statement.

1008. DOCUMENTATION GUIDELINES

a. The requirements for documentation of the Airport Layout Plan drawing set must be determined with the airport sponsor and the reviewing agency or State agency. Documentation will typically include a complete reduced-size set of the Airport Layout Plan drawing set and the accompanying text. The master plan will provide the narrative if the ALP is prepared as part of a master plan. If the ALP is prepared separately as an ALP Update, an ALP narrative is required. The narrative will typically describe ALP development criteria and the rationale for the development shown on the ALP. Examples of these include airport reference code-related design criteria unique to specific areas of the airfield, or known or proposed modifications to FAA design standards. (See Section 202.c of this AC for further guidance on the ALP Narrative Report.)

b. The quantity and form of ALP drawing sets must also be defined by the airport sponsor, FAA and state agencies. A reproducible, signed original copy and multiple paper copies of the drawings set may be required. Distribution requirements should be established during the project scoping.

c. Electronic files of the Airport Layout Plan drawing set may be prepared. These files are typically provided to the reviewing agency and may also be provided to the sponsor.

d. Once approved by the sponsor and approving agency, the ALP becomes a legal document and the sponsor should consider placing security controls on the ALP drawing set to prevent unauthorized changes to the drawings.

Chapter 11 Facilities Implementation Plan

1101. GENERAL

a. The facilities implementation plan provides guidance on how to implement the findings and recommendations of the planning effort. Facility implementation plans will vary considerably, depending on the complexity of the projects and the airport sponsor's preferences. In some cases, a simple schedule, listing of key projects, project descriptions, timing of key activities, estimated development cost, interrelated projects, and any special considerations will be sufficient. Other situations may warrant a detailed implementation plan that includes a comprehensive master schedule for the implementation of the major projects, a detailed coordination plan outlining key activities and responsibilities, and detailed project descriptions in the form of project data sheets or project booklets for each major project. In all cases, an implementation plan should provide the airport sponsor and FAA with the information they will need to integrate the master plan's recommendations with the daily activities of the airport.

The airport sponsor, FAA, and other involved parties may use similar terms to describe somewhat different components of the facility implementation plan, particularly in regard to what makes up a Capital Improvement Plan (CIP). Airport sponsors maintain a "capital improvement program" or a "capital improvement plan" that includes all of their airport planning and development projects, both eligible and ineligible for AIP funding. The FAA places AIP eligible projects from the airport capital improvement plan into the planning module of the FAA's System of Airport Reporting (SOAR) (formerly known as the NPIAS) for the airport. The FAA then develops an Airports Capital Improvement Plan (ACIP) in SOAR by applying a priority system and expected funding levels to these projects and selecting those that it expects to be able to fund.

Regardless of the terms used, the facilities implementation plan must address all of the airport's planned capital projects (even those projects that are not associated with the recommendations of the master plan) to ensure that adequate fiscal, staff, scheduling, and other resources are available. In addition, all documentation should be prepared so that it will be clearly understood by all parties.

The facilities implementation plan must balance funding constraints; project sequencing limitations; environmental processing requirements; agency and tenant approvals and coordination processes; business issues, such as leases and property acquisition; and sponsor preferences. The plan must also be coordinated with the master plan ALP and the airport's financial plan.

The facilities implementation plan may change from year to year in response to changing conditions. Therefore, the facility implementation plan should be prepared so that it is easy to update after the master plan is completed. For example, future aviation activity may grow more quickly than the initial facilities implementation plan anticipated, requiring modification of the plan to allow earlier implementation of projects. It should be more detailed in its early years than in the later years to reflect the imprecise nature of long-range facility planning.

1102. FORMULATION OF THE CAPITAL IMPROVEMENT PLAN

a. A new or revised Capital Improvement Plan (CIP) is a key element of the facility implementation plan. The projects illustrated on the ALP should be more precisely described in the sponsor's CIP. While the ALP illustrates facility improvements for broad time periods, (5, 10, and 20 years), those descriptions must be refined into specific projects for the CIP. The airport sponsor will then be able to integrate the master plan projects into its overall program of facility improvement projects, repair projects and maintenance projects. In some cases, planners may need to significantly revise the sponsor's existing CIP if it includes projects that are no longer relevant to the airport's development as a result of changes in the master plan. At large airports, where there may be many ongoing development projects, it can be difficult to integrate the projects identified in the master plan into the sponsor's existing CIP. The planner should work with the sponsor to define ongoing projects with regard to schedule, scope, and sources and uses of funds in order to integrate the master plan projects into a realistic CIP.

b. Given the wide variability in project descriptions and CIP processes, the planner needs to understand the requirements of the sponsor, FAA, and other applicable agencies before undertaking this task. Effective coordination among the planner, FAA, and the sponsor is essential. The airport's CIP contains all projects including those that may not be reflected in the FAA's planning module of SOAR. The level of detail in the sponsor's CIP may also vary considerably, depending on the complexity of the study airport and sponsor preference.

   Specific projects, based on the ALP, should be divided into smaller projects that reflect how projects are approved, designed, and constructed. Planners should maintain an appropriate project scope in designing individual projects. For example, if the master plan recommends the extension of a runway, the project would include extending the runway, as well as associated projects such as extending the parallel taxiway and adding associated navigational aids, electrical systems, and service roadways. However, if the master plan recommends the relocation of a passenger terminal, the subsequent projects associated with that could be extensive in themselves, including projects to address access roadway modifications, terminal area parking, terminal curb and roadway, terminal building and concourse, terminal apron, access taxiways, and miscellaneous support infrastructure. In all cases, however, the standard descriptions outlined in the SOAR planning module should be used for projects submitted to the FAA for funding consideration. Each component of an overall project should be described. For example, the land acquisition that is part of a runway extension should be described as "Extend Runway – Land Acquisition, Phase 1."

   Specific projects can be described as project listings on a master table, on individual project data sheets, or in projects booklets. The approach used will vary with the level of detail needed to support the sponsor's needs. Project descriptions may include the following types of information:

   - Project identification (name and project number)
   - Project scope (detailed project description and illustrations)
   - Concise project purpose or objective (why the project is needed)

- Project schedule (begin/end dates for pre-design, design, construction, close out, and start-up)
- Prerequisites, dependent, and interrelated projects
- Project budget (construction cost estimate, including quantities and unit costs, soft costs, and contingencies)
- Environmental processing required
- Funding information (AIP grant and PFC estimates, other funding source),
- Special considerations (lease considerations, property acquisition requirements, known environmental mitigation requirements, and site constraints)
- Identification of responsibilities (key activities and when they must be completed, by agency, organization, position, or person)
- Benefit/cost information (see Chapter 12 for a discussion of the FAA's *Airport Benefit Cost Analysis Guidance*)

1103. PROJECT SEQUENCING AND THE COMPREHENSIVE MASTER SCHEDULE

a. Airport projects may be complex, so the implementation plan should consider the interrelationships among the projects in the sponsor's existing and revised CIP. Planners should examine all projects to establish interrelationships, determine a sequence to minimize conflicts, and establish a master schedule to ensure the sequence is maintained throughout the implementation plan.

The facility implementation plan should cover the same years as the forecasts in the planning effort. Typically, detailed information should be provided for the five-year horizon, with less detail provided for the longer planning periods.

In addition to the technical aspects of designing and constructing the projects, the project sequencing plan or master schedule should reflect the sponsor's overall financial, environmental, and strategic plans. Developing the project-sequencing plan is an iterative process and may result in the reformulation of projects or revisions to the airport's financial, environmental, and strategic plans.

Since activity rarely grows exactly as forecast in the master plan, establishing triggers for key improvements, such as an aircraft apron expansion, additional aircraft storage hangars, or additional runway capacity, is recommended to allow a sponsor to respond to actual activity levels as they occur. The project-sequencing plan should document these triggers along with the year in which planners expect them to be reached. Such an approach will be particularly useful for the longer-range part of the implementation plan.

Preparation of the project-sequencing plan should be undertaken with a full understanding of how the airport sponsor will use the implementation plan. Given the high levels of complexity associated with such an effort, planners should ensure that planning resources are efficiently used to meet the sponsor's needs. In many cases, a plan that simply highlights the order of the projects and key activity triggers will be sufficient. In more complex situations, an implementation plan should include the preparation of an actual master schedule that incorporates project sequencing, key activities, and the identification of the responsible parties.

1104. KEY ACTIVITIES AND RESPONSIBILITIES

a. The implementation plan should provide information regarding key activities and responsibilities. Because the lead-time associated with many projects is significant, the early identification of key activities and responsibilities can help ensure that essential preparatory activities are completed on a timely basis. As with other elements of the implementation plan, the level of detail regarding key activities and responsibilities will vary, depending on the sponsor's needs and the complexity of the program.

The key activities and responsibilities will vary from airport to airport, but will include many of the following:

1. ***Sponsor-specific project approval activities***, such as airport board, council, or other administrative body approvals; various budgetary approvals and funding appropriations; and similar sponsor-specific items

2. ***Airline and other tenant approvals*** and lease modifications

3. ***Project funding activities***, such as FAA and other agency grant applications, PFC application, and long-term debt financing.

4. ***Environmental processing activities***, as appropriate, under current versions of FAA Order 1050.1, Environmental Impacts: Policies and Procedures and FAA Order 5050.4, FAA Airports guidance for complying with NEPA.

5. ***Land acquisition activities***

6. ***Sponsor-specific project implementation process activities*** associated with designing and constructing the projects

7. ***Agency coordination activities***, including the FAA, local metropolitan planning organization or its equivalent, Transportation Security Administration, Department of Defense, and other agencies that may have direct involvement with the airport

8. ***Public Coordination activities*** that carry the public involvement process into the project implementation phase

At a minimum, the listing of key activities and responsibilities should include what activities should be undertaken, by what party, and when. In more complex situations, it may be useful to provide a schedule of activities or to incorporate the key activities and responsibilities into the overall sponsor's CIP master schedule.

1105. DOCUMENTATION GUIDELINES

a. The documentation of the facilities implementation plan will vary, depending on the complexity of the study airport and sponsor objectives. Because the implementation plan may be read as a stand-alone document, planners should provide enough source documentation so the plan can be independent of the master plan. Planners should use appendices to improve the readability and organizational flow of the documentation, particularly if project data sheets, project booklets, or benefit/cost analyses are included. The documentation should include any electronic spreadsheets and files so as to facilitate the modification of the facilities implementation plan as needed. Prior coordination with the local FAA Airports office will facilitate the integration of the sponsor's CIP into the planning module of SOAR.

b. The documentation of the facilities implementation plan should normally include a new or revised CIP for at least the short-term airport development projects. Planners should address major developments in sufficient detail so the sponsor will know how to fund each project in the CIP. The plan should clearly indicate other agencies that are anticipated to provide grants-in-aid so they can determine the appropriate level of their involvement.

This page intentionally left blank.

Chapter 12 Financial Feasibility Analysis

1201. GENERAL

a. This chapter provides guidance on what will be required to demonstrate the airport sponsor's ability to fund the projects in the master plan. Planners should emphasize the projects that they expect to implement over the near-term, as presented in the capital improvement plan (CIP). A more general discussion of the funding of the medium- and long-term projects is more appropriate because of the uncertainty of future funding and - possible shifts in the importance of those projects.

b. The sponsor's ability to fund the recommended projects should be a major consideration in preparing the CIP and facilities implementation plans. The financial feasibility analysis should take place concurrently with the development of the CIP and the facilities implementation plan.

c. The level of effort necessary to conduct a financial feasibility analysis will vary considerably, based on the size of the airport. In general, items to consider are: the funding sources for the CIP, a projection of revenues and expenses (pro forma cash flow analysis) for each year of the CIP, and methods to enhance airport revenues.

d. During the scoping process for the master plan, planners may determine that the financial feasibility analysis need not be a stand-alone chapter. The CIP and facilities implementation plan should provide adequate information on how the projects in the CIP will be funded.

1202. SOURCES OF FUNDING

a. Airport development can be financed from several sources, including Federal and state grants-in-aid, private financing or third party development, passenger facility charges, customer facility charges, a variety of bonds, and local funds.

Federal Funding – Some airport projects are eligible for FAA funding through the Airport Improvement Program (AIP), which provides entitlement funds for primary and all-cargo airports based upon their annual enplaned passengers and pounds of landed cargo weight. Other distributions of AIP funds include states, general aviation airports, and non-primary commercial service airports. Some AIP funds are distributed directly to states that are in the block grant program. The states then allocate the funds to individual airport projects. Additional AIP funds, designated as discretionary, may also be used for eligible projects, based on the FAA's national priority system.

Although the AIP has been reauthorized several times and the funding formulas have been periodically revised to reflect changing national priorities, the program has remained essentially the same. Public use airports that serve civil aviation may receive AIP funding for eligible projects, as described in FAA Order 5100.38, *Airport Improvement Program Handbook*. The airport sponsor must fund the remaining project cost, using a combination of the funding sources discussed in this section.

State Funding – Many states have programs to assist in airport capital development. The administration of these funds depends on the mechanisms established in each state. The most common source is a state aeronautics commission or department. State funds are often used to provide some part of the non-Federal share of projects supported by the FAA and for other projects that have been included in the state airport or aviation system plan. Most states have established a priority system for the allocation of state funds. Some states also provide limited funding to airports to support local economic development.

Third Party Development – Third party financing may be appropriate in a case where an airport sponsor uses a third party developer or a tenant to finance a construction project. Only projects with a strong positive cash flow can support this type of financing. Generally, the third party would lease the structure for a period of years to the tenant paying the airport ground rents. According to the terms of the agreement, the airport sponsor receives ownership of the asset upon expiration of the lease. This method of financing preserves the airport sponsor's cash to fund higher priority projects. Examples of projects that are funded in this manner include the development of passenger terminals, general aviation hangars, corporate hangars, and cargo facilities.

Passenger Facility Charge – The Aviation Safety and Capacity Expansion Act of 1990 authorized the Secretary of Transportation to grant public agencies the authority to impose a Passenger Facility Charge (PFC) to fund eligible airport projects. PFC revenue may be used on a "pay-as-you-go" basis or leveraged to pay debt service on bonds or other debt used to pay for PFC-eligible projects. Although the FAA is required to approve the collection and use of PFCs, the program permits local collection of PFC revenue through the airlines operating at an airport and provides more flexibility to airport sponsors than AIP funds.

To be eligible for PFC funding, a project must preserve, enhance, or make a significant contribution to the safety, security, or capacity of the national air transportation system; reduce noise or mitigate noise impacts resulting from an airport; improve local air quality in accordance with the Voluntary Airport Low Emission program; or furnish opportunities for enhanced competition between or among air carriers; reduce current or anticipated congestion; or other qualification that may be added to the program over time. Allowable project costs include only those incurred on or after November 5, 1990. Regulations associated with the imposition of a PFC are described in 14 CFR Part 158, as implemented through FAA Order 5500.1, *Passenger Facility Charge*.

Customer Facility Charge – A customer facility charge (CFC) is a fee paid by airport customers for the use of some non-aeronautical service at the airport. These charges are commonly collected from on-airport rental car agencies. The funds are collected by the rental car agency from their customers and then paid to the airport for use in paying the debt service on, for example, a consolidated rental car facility. The airport constructs the facilities on behalf of the agency, allowing them to finance major projects, but keeping the debt off their balance sheets.

Bonds – A variety of bonds can be issued to support airport development projects.

1) ***General obligation bonds*** are backed by the creditworthiness and taxing power of the municipality operating the airport. They usually bear low interest rates because of their high degree of security. However, state laws may limit a municipality's overall debt, and competition from other community financing requirements may preclude their use for an airport project. Some states have an exemption from the debt limitation rule for general obligation bonds because they are used for a revenue producing enterprise.

2) ***Revenue bonds*** pledge the revenues of an airport sponsor to the repayment of debt service. These are the most common source of funding at larger commercial service airports. Revenue bonds are popular because they do not burden the taxpayer or affect the bonding capacity of the municipality. However, their use is limited to airports with a sufficient operating surplus to cover the debt service. Projected Net Revenues must exceed debt service requirements by at least 1.25 times and up to 2.0 times, depending on the strength of the bond issuer and the underlying assumptions with respect to the market risk for the bonds. Interest rates are dependent on the coverage ratio, but in any case will be higher than for general obligation bonds. Other factors that may affect the interest rates on revenue bonds are the strength of the local passenger market and the financial condition of the airlines serving the market.

3) ***Special facility revenue bonds*** are normally issued by the airport sponsor for the construction of a facility for a third party and backed by the revenues generated from that facility. This method of funding can be used for such facilities as maintenance hangars, airline reservation centers, terminal buildings, and air cargo terminals.

4) ***Industrial development bonds*** can be issued by states, local government, or an airport authority to fund the construction of an airport industrial park or other facilities that may attract business and increase non-aeronautical leasing revenues at the airport.

Local Funds – The remaining portion of project costs must be funded from local sources. The local share of project costs can come from the annual cash flow at the airport or with unrestricted cash balances available to the airport sponsor. The local municipality may provide the local share from its annual cash flow or available cash reserves.

1203. FINANCIAL FEASIBILITY

a. **Prepare CIP Funding Plan –** The CIP and development-phasing plan for the CIP prepared in the facilities implementation plan should be summarized, with the potential funding sources clearly identified for each year of the financial plan. The planner should use realistic assumptions about the amount of external funding available so an accurate plan of finance can be carried forward in the financial feasibility analysis.

If the airport sponsor needs to issue debt for projects included in the CIP, it should identify the financing assumptions for the amount of bond proceeds needed to cover the local share and annual debt service requirements.

b. **Review Airport's Financial Structure** – Planners should analyze the financial structure of the airport to determine the composition of the airport's management, relevant airport leases, and other operating issues that will affect future cash flow at the airport.

1) Airports are typically operated under the jurisdiction of city or county government, with airport or aviation departments or public authorities dedicated either to airports or aviation, or with a department responsible for aviation or airports. The ability of the airport to finance capital improvement projects depends upon the political, management, and financial structure under which these entities operate. The airport's ability to support development is based on the likelihood of obtaining Federal and state aid, its ability and willingness to issue a financial instrument to fund a portion of the costs, and the amount of revenue from airport operations.

2) Revenue-producing areas, or direct cost centers, for a high activity commercial service airport typically include the landing area (airfield), aircraft aprons, terminal, (both space rental and concessions), parking and ground transportation, cargo buildings, aircraft maintenance facilities, fixed base operator facilities, and other leased areas. Many of these revenue-producing facilities will not exist at smaller airports.

   Airports commonly use two mechanisms for the recovery of airport operating costs from airlines and other tenants in the airport terminal: the compensatory cost method and the residual cost method. The compensatory approach allocates all airport costs to cost centers and the rates and charges are assigned to airport tenants based upon recovering these costs in proportion to the tenant's use of these facilities and services. A residual methodology has one or more signatory airlines agree to pay the net costs of operating the airport not recovered from other tenants or other sources of airport revenue. One of the basic differences in these two funding mechanisms is the assignment of risk. In the compensatory cost method, the airport sponsor assumes the financial risk, whereas in the residual cost method the signatory airlines assume the risk. These two methodologies represent either end of the airline rate-setting methodology spectrum. Many "hybrid" allocation methodologies are used at commercial service airports.

3) Planners should examine the budgeting process used by the airport to establish the financial management plan for operating revenue, operating and maintenance (O&M) expenses, and capital expenditures.

4) At larger airports where the complexity of the financial analysis increases, the planner should recognize that constraints may occur because of the various legal documents relating to the airport, including any bond ordinance, airline use and lease agreements, and other operating agreements at the airport, such as:

   a) ***A Bond Ordinance or Trust Indenture*** limits the amount of additional debt that an airport sponsor can issue to fund capital projects and may include the application of revenue, rate covenant, and additional bonds test. The application of revenue refers to the priority of the flow of funds of the airport's gross revenues. A rate covenant requires the airport sponsor to set rates, fees, and

charges at the airport at a level that will produce net revenues that will satisfy the debt service coverage requirement. An additional bonds test is the documentation the airport sponsor must produce to prove that the airport can generate the necessary coverage before it can issue additional bonds.

b) ***The Airline Use and Lease Agreement (AULA)*** is the contractual relationship between the airport and the airlines serving the airport. Normally this agreement would specify the airfield facilities available to each airline, the terminal space leased by each airline, and the rates and charges for use of the various facilities, landing fees, apron fees and any other charges. In a residual cost center arrangement, the airlines often have majority-in-interest (MII) approval, which is a weighted "vote" to construct capital projects that are included in the airline rate base. This allows an airport sponsor to include the net cost of a capital project in the airlines' rate base if a majority of the airlines approves that project, based on the terms of the AULA.

c) ***Lease documents*** are established between the airport and aeronautical and non-aeronautical tenants, such as fixed based operators, concessionaires, and airport service providers. Normally these lease agreements specify the term of the lease, the specific assignment of space for these business enterprises, the rental rate or fees for use of the facilities, and a concession fee.

d) ***Analyze Historical Cash Flow*** – The planner should examine both the airport revenues and O&M expenses by cost center, where applicable, for the prior three-to-five years and a historical cash flow profile for the airport that describes financial operating trends. The planner may decide to exclude non-cash expenditures such as depreciation and amortization. The historical cash flow will be useful in projecting future revenues and O&M expenses.

e) ***Prepare Pro Forma Cash Flow Analysis*** – The planner should prepare a pro forma cash flow analysis that projects airport revenues, O&M expenses, existing and new debt service requirements, and other non operating revenues and expenses for each year of the CIP. The general test of financial feasibility applied throughout the planning process is the ability of the airport sponsor to cover the local cost of the CIP through airport cash flow.

(1) Planners for low activity airports should recognize their dependence on Federal and state aid for improvements, but should not rely on the availability of such funds. Instead, they should consider alternative strategies for financing in an effort to become more self-sufficient, in accordance with AIP grant assurances. The master plan should discuss the investment requirements and the benefits of the proposed development, so the airport sponsor can make practical decisions predicated on availability of funds and public investment priorities.

(2) High activity commercial service airports usually generate sufficient revenue to support revenue bond financing for capital improvements. Such airports' need to supplement bond financing with Federal aid will vary in degree,

usually depending on activity levels. High activity commercial service airports are usually self-sufficient and produce adequate cash flow from setting rates, fees, and charges at the airport in accordance with the Bond Ordinance, airline use and lease agreements, and other operating agreements.

(3) In conducting the pro-forma cash flow analysis, the planner should focus on the three to five year time frame that coincides with the CIP. The planner should also emphasize the first 10 years of development, since the CIP is generally better defined during that period. Discuss development during the 10 to 20 year horizon in a broader manner, because projects during this period are often demand driven and will have a neutral effect on the airport's cash flow. In addition, over the longer-term, priorities for airport capital projects may change and a new master plan or update may be completed.

(4) In analyzing the financial feasibility of an airport's CIP, the planner may choose to value construction expenses, operating revenues, and O&M expenses in current year dollars.

(5) The planner may decide to increase the capital cost from current year dollars to the year in which construction is expected. If the planner conducts the analysis in this manner, inflationary impacts must be included in the projection of revenues and O&M expenses, along with increases because of operational factors.

f) ***Conduct Sensitivity Analysis*** – In some cases, a sensitivity test may be warranted to assess financial risk. For example, the planner may want to test different rates of passenger growth to determine how sensitive the financial plan is to this, particularly where PFCs or revenue bonds are being heavily relied upon in the CIP.

1204. REVENUE ENHANCEMENT

a. Airports are often under pressure to improve their financial condition to keep user costs at reasonable levels. In preparing the pro forma cash flow analysis, the planner should compare the financial performance of the study airport to that of comparable airports to identify ways to increase concession, airline, and non-aeronautical revenues.

b. Increases in concession revenues will be subject to the terms of existing operating agreements. Certain concessions may not be subject to operating agreement constraints, including automobile parking rates, future land rental rates, fuel flowage fees, and aircraft tie down fees, but may be subject to others constraints.

c. The existing AULA may not allow the airport sponsor to recover the cost of operating the airport from the airlines, or the terms of the existing airline agreement may no longer meet the needs of the airport sponsor. Alternatively, the airport sponsor may have sufficient unrestricted funds and wish to reduce airline-operating costs. In either case, the master planning process is a good time for the airport sponsor to examine its AULA and

make appropriate revisions, to the extent it is able, particularly if there are projects in the CIP that will require funding from the airlines.

d. Non-aeronautical revenues provide the best opportunity for an airport sponsor to establish new types of lease revenue, based on the use of existing land parcels at the airport. An example of such an arrangement is a short-term lease of land to grow hay, grass or to graze cattle, which would allow the airport sponsor to increase revenues while maintaining control of the future use of the land. The airport sponsor should be aware of the restrictions placed on these activities by 14 CFR Part 139, wildlife hazard concerns, and grant assurances.

1205. BENEFIT COST ANALYSIS

a. The FAA *Airports Benefit Cost Analysis (BCA)*, December 1999, states that when possible, airport sponsors should conduct a BCA as part of the development of the master plan. A formal BCA is required only for projects that enhance capacity at an airport and will receive $5 million or more in AIP discretionary funds or are named in a Letter of Intent.

b. If the airport sponsor decides to submit a complete BCA to the FAA, more detailed cost estimates for a project(s) will be required than those prepared for the facilities implementation plan.

1206. DOCUMENTATION GUIDELINES

a. The documentation of this chapter in the master plan should clearly show the financial feasibility of the CIP.

b. The financial planning chapter of a master plan for a large commercial service airport will be more complex than one for a low activity general aviation airport. In this chapter, planners should consider the funding plan for the CIP, historical cash flow, existing and future debt service requirements, airline rates and charges, airline cost per enplanement, concession revenues per enplanement, and pro forma cash flow analysis.

c. If a BCA has been prepared during the master plan process, it should be included as an Appendix to the master plan report.

d. Documentation provided to the airport should include any electronic spreadsheets and files to facilitate planners in modifying the financial plan on an as-needed basis.

This page intentionally left blank.

Appendix A Glossary

Advisory Circular – External publications issued by the FAA consisting of non-regulatory material providing for the recommendations relative to a policy, and guidance and information relative to a specific aviation subject.

Aircraft Approach Category – An alphabetic classification of aircraft based upon 1.3 times the stall speed in a landing configuration at their maximum certified landing weight.

Aircraft Operation – The landing, takeoff or touch-and-go procedure by an aircraft on a runway at an airport.

Aircraft Rescue and Fire Fighting – A facility located at an airport that provides emergency vehicles, extinguishing agents, and personnel responsible for minimizing the impacts of an aircraft accident or incident.

Airfield – The portion of an airport that contains the facilities necessary for the operation of aircraft.

Airplane Design Group – A Roman numerical classification of aircraft based upon wingspan.

Airport Authority – A quasi-governmental public organization responsible for setting the policies governing the management and operation of an airport or system of airports under its jurisdiction.

Airport Capital Improvement Plan – The planning program used by the Federal Aviation Administration to identify, prioritize and distribute funds for airport development and the needs of the National Airspace System to meet specified national goals and objectives.

Airport Improvement Program – A program authorized by the Airport and Airway Improvement Act of 1982 that provides funding for airport planning and development.

Airport Layout Plan – A scaled drawing of the existing and planned land and facilities necessary for the operation and development of an airport.

Airport Master Plan – The planner's concept of the long-term development of an airport.

Airport Obstruction Chart – A scaled drawing depicting the Federal Aviation Regulation (FAR) Part 77 surfaces, a representation of objects that penetrate these surfaces, runway, taxiway, and ramp areas, navigational aids, buildings, roads and other detail in the vicinity of an airport.

Airport Reference Code – A coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to use the airport. It is a two character code consisting of the aircraft approach category and the airplane design group.

Airport Reference Point – The latitude and longitude of the geometric center of the runway system at an airport.

Airport Sponsor – The entity that is legally responsible for the management and operation of an airport including the fulfillment of the requirements of laws and regulations related thereto.

Airside – The portion of an airport that contains the facilities necessary for the operation of aircraft.

Air Taxi – An aircraft operated under an air taxi operating certificate for the purpose of carrying passengers, mail, or cargo for revenue in accordance with FAR Part 121 and FAR Part 135.

Airport Traffic Control Tower – A facility in the terminal air traffic control system located at an airport which consists of a tower cab structure and an associated instrument flight rules room, if radar equipped, that uses ground-to-air and air-to-ground communications and radar, visual signaling, and other devices to provide for the safe and expeditious movement of terminal area air traffic in the airspace and airports within its jurisdiction.

Annual Service Volume (ASV) – The number of annual operations that can reasonably be expected to occur at the airport based on a given level of delay.

Approach Surface – An imaginary obstruction limiting surface defined in FAR Part 77 which is longitudinally centered on an extended runway centerline and extends outward and upward from the primary surface at each end of a runway at a designated slope and distance based upon the type of available or planned approach by aircraft to a runway.

Apron – A specified portion of the airfield used for passenger, cargo or freight loading and unloading, aircraft parking, and the refueling, maintenance and servicing of aircraft.

Avigation Easement – A contractual right or a property interest in land over which a right of unobstructed flight in the airspace is established.

Based Aircraft – The general aviation aircraft that use a specific airport as a home base.

Benefit Cost Analysis (BCA) – An analysis of the benefit, cost, and uncertainty associated with a project or action. A formal BCA is required for capacity projects of $5 million or more in AIP discretionary funds.

Building Restriction Line – A line defined by specifications and displayed on an airport layout plan beyond which airport buildings must not be located to limit building proximity to aircraft movement areas.

Capital Improvement Plan – The planning program used by the Federal Aviation Administration to identify, prioritize and distribute Airport Improvement Program funds for airport development and the needs of the National Airspace System to meet specified national goals and objectives.

Cargo Service Airport – An airport served by aircraft providing air transportation of property only, including mail, with an annual aggregate landed weight of at least 100,000,000 pounds.

Citizen's Advisory Committee (CAC) – A group of individuals that weigh recommendations against community goals, values, and needs.

Commercial Service Airport – A public airport providing scheduled passenger service that enplanes at least 2,500 annual passengers.

Computer Aided Design – Software that is commonly used for drafting architectural and engineering drawings.

Conical Service – An imaginary obstruction-limiting surface defined in FAR Part 77 that extends from the edge of the horizontal surface outward and upward at a slope of 20 to 1 for a horizontal distance of 4,000 feet.

Critical (Design) Aircraft – The most demanding aircraft with at least 500 annual operations that operates, or is expected to operate, at the airport.

Crosswind – A wind that is not parallel to a runway centerline or to the intended flight path of an aircraft.

Crosswind Component – The component of wind that is at a right angle to the runway centerline or the intended flight path of an aircraft.

Discretionary Funds – Federal grant funds that may be appropriated to an airport based upon designation by the Secretary of Transportation or Congress to meet a specified national priority such as enhancing capacity, safety, and security or mitigating noise.

Displaced Threshold – An aircraft runway landing area that begins at a point on the runway other than the designated physical end of the runway.

Enplanement – The boarding of a passenger, cargo, freight or mail on an aircraft at an airport.

Entitlement – Federal funds for which a commercial service airport may be eligible based upon its annual passenger enplanements.

Environmental Assessment – An environmental analysis performed pursuant to the National Environmental Policy Act to determine whether an action would significantly affect the environment and thus require a more detailed environmental impact statement.

Environmental Impact Statement – A document required of federal agencies by the National Environmental Policy Act for major projects or legislative proposals affecting the environment. It is a tool for decision-making describing the positive and negative effects of a proposed action and citing alternative actions.

Federal Aviation Regulations – The general and permanent rules established by the executive departments and agencies of the Federal Government for aviation, which are published in the Federal Register. These are the aviation subset of the Code of Federal Regulations.

Finding of No Significant Impact – A public document prepared by a Federal agency that presents the rationale why a proposed action will not have a significant effect on the environment and for which an environmental impact statement will not be prepared.

Fixed Base Operator – A business enterprise located at on airport that provides services to pilots including aircraft rental, training, fueling, maintenance, parking, and the sale of pilot supplies.

General Aviation – The segment of aviation that encompasses all aspects of civil aviation except certified air carriers and other commercial operators such as airfreight carriers.

General Aviation Airport – An airport that provides air service to only general aviation.

Geographic Information System (GIS) – A GIS is a computer system capable of capturing, storing, analyzing, and displaying geographically referenced information according to location. It is a technology that manages, analyzes, and disseminates geographic data.

Global Positioning System – A satellite based navigational system that provides signals in the cockpit of aircraft defining aircraft position in terms of latitude, longitude and altitude.

Ground Access – The transportation system on and around the airport that provides access to and from the airport by ground transportation vehicles for passengers, employees, cargo, freight, and airport services.

Horizontal Service – An imaginary obstruction-limiting surface defined in FAR Part 77 that is specified as a portion of a horizontal plane surrounding a runway located 150 feet above the established airport elevation. The specific horizontal dimensions of this surface are a function of the types of approaches existing or planned for the runway.

Instrument Flight Rules – Procedures for the conduct of flight in weather conditions below Visual Flight Rules weather minimums. The term IFR is often also used to define weather conditions and the type of flight plan under which an aircraft is operating.

Instrument Meteorological Conditions – Meteorological conditions expressed in terms of specific visibility and ceiling conditions that are less than the minimums specified for visual meteorological conditions.

Itinerant Operations – Operations by aircraft that leaves the local airspace.

Landside – The portion of an airport that provides the facilities necessary for the processing of passengers, cargo, freight, and ground transportation vehicles.

Local Operations – Aircraft operations performed by aircraft that are based at the airport and that operate in the local traffic pattern or within sight of the airport, that are known to be departing for or arriving from flights in local practice areas within a prescribed distance from the airport, or that execute simulated instrument approaches at the airport.

Military Operations – Aircraft operations that are preformed in military aircraft.

National Airspace System – The network of air traffic control facilities, air traffic control areas, and navigational facilities throughout the U.S.

National Environmental Policy Act (NEPA) – Federal legislation that establishes environmental policy for the nation. It requires an interdisciplinary framework for federal agencies to evaluate

environmental impacts and contains action-forcing procedures to ensure that federal agency decision makers take environmental factors into account.

National Plan of Integrated Airport Systems – The national airport system plan developed by the Secretary of Transportation on a biannual basis for the development of public use airports to meet national air transportation needs.

Navigational Aid – A facility used as, available for use as, or designed for use as an aid to air navigation.

Operation – The landing, takeoff or touch-and-go procedure by an aircraft on a runway at an airport.

Passenger Facility Charge (PFC) – The collection of PFC fees for every enplaned passenger at commercial airports controlled by public agencies to be used to fund FAA-approved projects that enhance safety, security, or capacity; reduce noise; or increase air carrier competition.

Peak Hour (PH) – An estimate of the busiest hour in a day. This is also known as the design hour.

Planning Activity Level (PAL) – Selected activity levels that may trigger the need for additional facilities or improvements.

Primary Airport – A commercial service airport that enplanes at least 10,000 annual passengers.

Primary Surface – An imaginary obstruction limiting surface defined in FAR Part 77 that is specified as a rectangular surface longitudinally centered about a runway. The specific dimensions of this surface are a function of the types of approaches existing or planned for the runway.

Record of Decision (ROD) – A public document that reflects the FAA's final decision, rationale behind that decision, and commitments to enforce and monitor mitigation.

Regression Analysis – A statistical technique that seeks to identify and quantify the relationships between factors associated with a forecast.

Reliever Airport – General aviation airports in major metropolitan areas that provide pilots with attractive alternatives to using congested hub airports.

Runway – A defined rectangular area at an airport designated for the landing and taking-off of an aircraft.

Runway Gradient – The ratio of the change in elevation divided by the length of the runway expressed as a percentage.

Scope – The document that identifies and defines the tasks, emphasis and level of effort associated with a project or study.

System Of Airport Reporting (SOAR) – The FAA Office of Airports integrated database that contains airport planning, development, and financial information.

Technical Advisory Committee (TAC) – A group of individuals that provide input on technical issues.

Terminal Area Forecast – The official forecast of aviation activity, both aircraft and enplanements, at FAA facilities. This includes FAA-towered airports, federally contracted towered airports, non-federal towered airports, and many non-towered airports.

Terminal Instrument Procedures – Published flight procedures for conducting instrument approaches to runways under instrument meteorological conditions.

Transient Operations – Operations by aircraft that are not based at a specified airport.

Transitional Surface – An imaginary obstruction-limiting surface defined in FAR Part 77 that extends outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7 to 1 from the sides of the primary and approach surface.

Uncontrolled Airport – An airport without an air traffic control tower at which the control of Visual Flight Rules traffic is not exercised.

Visual Flight Rules – Procedures for the conduct of flight in weather conditions above Visual Flight Rules (VFR) weather minimums. The term VFR is often also used to define weather conditions and the type of flight plan under which an aircraft is operating.

Visual Meteorological Conditions – Meteorological conditions expressed in terms of specific visibility and ceiling conditions which are equal to or greater than the threshold values for instrument meteorological conditions.

Wide Area Augmentation System – An enhancement of the Global Positioning System that includes integrity broadcasts, differential corrections, and additional ranging signals for the purpose of providing the accuracy, integrity, availability, and continuity required to support all phases of flight.

Appendix B Useful Reference Materials

1. FAA ADVISORY CIRCULARS

Most of these Advisory Circulars are available for viewing and/or printing on the FAA website at www.faa.gov/regulations/index.cfm.

00-2 Advisory Circular Checklist. Transmits the checklist of current FAA Advisory Circulars and is revised tri-annually. This publication is available on the FAA website at www.faa.gov/aba/html_policies/ac00_2.html.

70/7460-1K Obstruction Marking and Lighting. Describes the FAA standards for marking and lighting structures to promote safety.

70/7460-2K Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace. Provides information to persons proposing to erect or alter an object that may affect the navigable airspace. Explains the need to notify FAA before construction begins and FAA's response to those notices as required by FAR 77.

90-66A Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Tower. Calls attention to regulatory requirements and recommended procedures for aeronautical operations at airports without operating control towers. It recommends traffic patterns and operational procedures for aircraft, lighter than air, glider, parachute, rotorcraft, and ultra-light vehicle operations where such use is not in conflict with existing procedures in effect at those airports.

90-98 Simultaneous Closely Spaced Parallel Operations at Airports Using Precision Runway Monitor (PRM) Systems. Notify pilots and operators about the establishment of specific air traffic procedures to conduct flight operations into airports identified for simultaneous closely-spaced parallel approaches using PRM systems.

150/5000-12 Announcement of Availability—Passenger Facility Charge (PFC) Application Form 5500-1. Provides guidance for the submission of the PFC application.

150/5020-1 Noise Control and Compatibility Planning for Airports. Provides general guidance for noise control and compatibility planning for airports. Provides specific guidance for preparation of airport noise exposure maps and airport noise compatibility programs by airport sponsors for submission under FAR Part 150 and the Aviation Safety and Noise Abatement Act of 1979.

150/5050-7 Establishment of Airport Action Groups. Provides guidance on the establishment of airport action groups.

150/5060-5 Airport Capacity And Delay. Explains how to compute airport capacity and aircraft delay for airport planning and design.

150/5100-14C Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. Provides guidance for airport sponsors in the selection and employment of

architectural, engineering, and planning consultants under Federal Aviation Administration airport grant programs.

150/5100-16A Airport Improvement Program Grant Assurance Number One—General Federal Requirements. Describes the Federal requirements contained in Assurance 1 of the Grant Assurances required by the Airport and Airway Improvement Act of 1982, as amended. It is intended for sponsors receiving assistance under the Airport Improvement.

150/5100-17 Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects. Provides guidance to sponsors of airport projects developed under the Airport Improvement Program to meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (PL 91-646, as amended) and the regulations of the Office of the Secretary of Transportation, 49 CFR Part 24.

150/5100-19B Guide for Airport Financial Reports Filed by Airport Sponsor. Provides airport sponsors with guidance for complying with the airport financial reporting requirements required by 49 USC §47107(a)(15).

150/5190-1A Minimum Standards for Commercial Aeronautical Activities on Public Airports. Provides basic information and broad guidance material to assist the owners of public airports in developing and applying minimum standards for commercial aeronautical activities on public airports.

150/5190-4A Model Zoning Ordinance to Limit Height of Objects around Airports. Provides a model zoning ordinance to be used as a guide to control the height of objects around airports.

150/5200-30A Airport Winter Safety and Operations. Provides guidance to assist airport owners/sponsors in the development of an acceptable airport snow and ice control program and to provide guidance on appropriate field condition reporting procedures.

150/5200-31A Airport Emergency Plan. Provides guidance for the preparation of emergency plans at civil airports.

150/5200-33A Hazardous Wildlife Attractants On or Near Airports. Provides guidance on locating certain land uses having the potential to attract hazardous wildlife to or in the vicinity of public-use airports.

150/5200-34 Construction or Establishments of Landfills Near Public Airport. Contains guidance on complying with new Federal statutory requirements regarding the construction of establishment of landfills near public airports.

150/5210-15 Airport Rescue and Firefighting Station Building Design. Provides standards and guidance for planning, designing, and constructing and airport rescue and firefighting station.

150/5220-18 Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials. Provides guidance for site selection, design and construction of buildings used to store and maintain airport snow and ice control equipment and materials.

150/5300-7B FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes. Reaffirms the aviation community of the FAA policy governing responsibility for funding relocation, replacement and modification to air traffic control and air navigation facilities that are made necessary by improvements or changes to the airport.

150/5300-9A Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects. Provides guidance for conducting predesign, prebid, and preconstruction conferences for projects funded under the FAA airport grant program.

150/5300-13 Airport Design. Contains the FAA's standards and recommendations for airport design.

150/5300-14 Design of Aircraft Deicing Facilities. Provides standards, specifications, and guidance for designing aircraft deicing facilities.

150/5300-15 Use of Value Engineering for Engineering and Design of Airport Grant Projects. Provides guidance for the use of value engineering in airport projects funded under the FAA's Airport Grant Program. This Advisory Circular should be used by sponsors of airport development projects considering the application of value engineering to projects involving grant funds.

150/5320-5B Airport Drainage. Provides guidance for engineers, airport managers, and the public in the design and maintenance of airport drainage systems.

150/5320-6D Airport Pavement Design and Evaluation. Provides guidance to the public for the design and evaluation of pavement at civil airports.

150/5320-16 Airport Pavement Design for the Boeing 777 Airplane. Provides thickness design standards for pavements intended to serve the Boeing 777 airplane.

150/5325-4A Runway Length Requirements for Airport Design. Provides design standards and guidelines for determining recommended runway lengths.

150/5340-1H Standards for Airport Markings. Contains the FAA standards for markings used on airport runways, taxiways, and aprons.

150/5340-18C Standards for Airport Sign Systems. Contains the FAA standards for the siting and installation of signs on airport runways and taxiways.

150/5360-9 Planning and Design of Airport Terminal Facilities at Non-Hub Locations. Provides guidance material for the planning and design of airport terminal buildings at non-hub locations.

150/5360-12D Airport Signing and Graphics. Provides guidance on airport related signs and graphics.

150/5360-13 Planning and Design Guidelines for Airport Terminal Facilities. Provides guidelines for the planning and design of airport terminal buildings and related access facilities.

150/5390-2A Heliport Design. Provides recommendations and standards for heliport and helistop design.

150/5390-3 Vertiport Design. Provides guidance to planners and communities interested in developing a civil vertiport or vertistop.

150/5395-1 Seaplane Bases. Provides guidance to assist operators in planning, designing, and constructing seaplane base facilities.

2. FAA ORDERS

Virtually all of the following orders are available for viewing and/or printing on the FAA website at www.faa.gov/regulations/index.cfm.

1050.1 Environmental Impacts: Policies and Procedures. Provides policies and procedures to ensure FAA compliance with the provisions of the National Environmental Policy Act. http://www.faa.gov/regulations_policies/orders_notices/

5050.4, FAA Airports guidance for complying with NEPA. Provides instructions and guidance for the preparation and processing of environmental assessments, findings of no significant impact, and environmental impact statements for airport development proposals and other airport activities.

5090.3 (current version) Field Formulation of the National Plan of Integrated Airport Systems. This order contains instructions for FAA Regional offices in the formulation and maintenance of the NPIAS computer database and on the preparation of the Secretary of Transportation's biennial Report to Congress.

5100.37 Passenger Facility Charge. Provides guidance and the processes to be used by FAA personnel in administering the Passenger Facility Charge program.

5100.38 Airport Improvement Program Handbook. Provides guidance and sets forth policies and procedures for the administration of the Airport Improvement Program by the FAA.

5100.39 Airports Capital Improvement Plan. Prescribes the development of the national Airports Capital Improvement Program that serves as the primary planning tool for systematically identifying, prioritizing and assigning funds to critical airport development and associated capital needs for the National Airspace Program.

8260.3 United States Standards for Terminal Instrument Procedures (TERPS) 46. Contains criteria for instrument approach and departure procedures.

3. FEDERAL AVIATION REGULATIONS

Virtually all of the following Federal regulations addressing aviation are available for viewing and/or printing on the FAA website at www.faa.gov/regulations/index.cfm.

14 CFR Part 77 Objects Affecting Navigable Airspace

14 CFR Part 150 Airport Noise Compatibility Planning

14 CFR Part 158 Passenger Facility Charges (PFCs)

4. TRANSPORTATION SECURITY REGULATIONS

The following Transportation Security Regulations (TSRs) are available for viewing and/or printing on the Transportation Security Administration website at www.tsa.gov/public.

TSR Part 1540 Civil Aviation Security: General Rules. Definitions and rules for all aspects of aviation.

TSR Part 1542 Airport Security. Requirements for airport security programs including establishment of secured areas, air operation areas, security identification display areas, and access control systems. Also describes requirements related to Security Directives.

TSR Part 1544 Aircraft Operator Security: Air Carriers and Commuter Operators. Applies primarily to operators holding certificates for scheduled and charter passenger operations. Details the requirements for security program and screening of passengers and property.

TSR Part 1546 Foreign Air Carrier Security. Discusses security and screening requirements.

TSR Part 1548 Indirect Air Carrier Security. Describes requirements for indirect carriers such as freight forwarders.

TSR Part 1550 Aircraft Security Under General Operating and Flight Rules. Applies to operation of all other aircraft such as general aviation aircraft.

5. SECURITY-RELATED PUBLICATIONS

Recommended Security Guidelines for Airport Planning, Design, and Construction. (Formerly DOT/FAA/AR-00-52, June 2001. Updated TSA version in progress.)

Standards for Airport Security Access Control Systems. (RTCA DO-230A, April 2003) Available from RTCA at http://www.rtca.org.

6. FAA REPORTS

Airport Noise Compatibility Planning (ANCP) Toolkit, FAA Office of Environment and Energy (http://www.faa.gov/about/office_org/headquarters_offices/aep/planning_toolkit/).

FAA Airport Benefit-Cost Analysis Guidance, Office of Aviation Policy and Plans (http://www.faa.gov/airports_airtraffic/airports/aip/bc_analysis/).

FAA Guide to the Best Practices for Environmental Impact Statement Management, FAA Office of Airport Planning and Programming (http://www.faa.gov/airports_airtraffic/airports/environmental/).

Forecasting Aviation Activity by Airport, GRA, Inc., Office of Aviation Policy and Plans (APO-110) (http://www.faa.gov/data_statistics/aviation_data_statistics/).

Intermodal Ground Access to Airports: A Planning Guide, Federal Highway Administration, Intermodal Division and Federal Aviation Administration, National Planning Division, Report No. DOT/FAA/PP/96-3. Available from National Technical Information Service as PB97-189484 (www.ntis.gov).

National Plan of Integrated Airport Systems (NPIAS), Office of Airport Planning and Programming, National Planning Division (www.faa.gov/airports_airtraffic/airports/planning_capacity/npias/).

Terminal Area Forecast (TAF), Office of Aviation Policy and Plans (http://www.faa.gov/data_statistics/aviation/).

7. GENERAL AIRPORT PUBLICATIONS

Aerodromes, Annex 14 to the Convention on International Civil Aviation, International Civil Aviation Organization.

Aerodrome Design Manual, Part 1, Runways, International Civil Aviation Organization.

Aerodrome Design Manual, Part 2, Taxiways, Aprons and Holding Bays, International Civil Aviation Organization.

Airport Engineering, Ashford and Wright, John Wiley & Sons, Inc.

Airport Finance, Ashford and Moore, Van Nostrand Reinhold, Inc.

Airport Planning and Management, Smith, Odegard and Shea, Wadsworth Publishing Company.

Airport Planning and Management, Wells and Young, McGraw-Hill Companies, Inc.

Airport Planning Manual, Part 1 – Master Planning, International Civil Aviation Organization.

Airport Planning Manual Part 2 – Land Use and Environmental Control, International Civil Aviation Organization.

Airport Systems Planning, Design, and Management, deNeufville and Odoni, McGraw-Hill Companies, Inc.

Airport Terminals Reference Manual, International Air Transportation Association.

Construction of Visual and Instrument Flight Procedures (PANS-OPS), International Civil Aviation Organization.

Environmental Protection, Annex 16 to the Convention on Civil Aviation, International Civil Aviation Organization.

Planning and Design of Airports, Horonjeff and McKelvey, McGraw-Hill Companies, Inc.

STOL Port Manual, International Civil Aviation Organization.

This page intentionally left blank.

Appendix C List of Potential Stakeholders

Users and tenants:

- Commercial service and charter airlines
- Air cargo airlines and operators
- Corporate aircraft owners
- Freight forwarders
- Airline ground handling and catering companies
- Airline maintenance base operators
- Aircraft fueling and storage operators
- General aviation aircraft owners
- General aviation hangar owners and tenants
- Fixed base operators
- Air tour operators
- Air ambulance and rescue operators
- Flight schools
- Flying clubs/Civil Air Patrol
- Military users and tenants of the airport
- Rental car operators
- Parking lot operators
- Concessionaires
- Ground transportation companies (taxi, shuttle bus, limousine operators, and public transportation)

Groups and individuals from within the airport sponsor's organization:

- Airport board or similar executive group
- Airport executive director or manager
- Airport executive management team (operations director, engineering/planning director, maintenance director, finance director, and others.
- Airport senior line operations and line maintenance personnel
- Airport senior fire and safety officer

FAA personnel from these offices:

- Airports District Office
- Air Traffic Organization
- Airport Traffic Control Tower
- Regional Technical Operations
- System Management Office
- Regional Flight Standards
- Runway Safety Office
- Flight Procedures Office
- NAS Implementation Center
- Flight Service Station

Resource agencies and other governmental units with regulatory or review authority:

- Federal Inspection Service agencies
- Federal agencies with responsibility for affected resources
- Transportation Security Administration
- Federal, state, regional, and local air quality, water quality, and wildlife agencies
- Representatives of local political jurisdictions
- State, regional, metropolitan and local planning office
- State, regional, metropolitan and local transportation and land use planning agencies
- State aeronautics office
- State and local environmental regulatory authorities
- Native American and Alaska Native tribes and pueblos
- On-airport law enforcement agency
- Local fire and police departments

Other interested groups:

- Private land owners and developers
- Airport hotel and business associations
- Local tourism board or authorities
- Chamber of Commerce and other economic development groups
- Citizens and others with a strong economic or social tie to the airport
- Non-government organizations
- Neighborhood associations
- Traveling public

Appendix D Consideration of Environmental Factors in Airport Master Planning

1. INTRODUCTION

This appendix presents practices that can be applied to airport master planning to make the planning process and subsequent environmental analysis more efficient. A more integrated and efficient planning and decision making process should reflect environmental values, result in less delay, and avoid conflicts in the completion of needed airport development.

The consideration of environmental factors by Federal agencies is delineated in Council on Environmental Quality (CEQ) regulations implementing the National Environmental Policy Act (NEPA), reference 40 CFR 1500.5(a) and 1501.2. The NEPA statute and CEQ regulations require all Federal agencies to integrate the NEPA process with other planning at the earliest possible time. This is to ensure that planning and decisions reflect environmental values. CEQ regulations require Federal agencies to "utilize a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and in decision making which may have an impact on man's environment." Doing this early in the planning process helps incorporate environmental factors in project planning and development, avoid delays and second-guessing later in the NEPA process, and can head off potential conflicts.

This guidance is not intended to make master planning a part of the NEPA process. It is to ensure that supportable and consistent planning data and environmental, technical, economic and other planning analyses are provided for use in FAA decision making. Airport planning provides the basis for a project's purpose and need in environmental evaluation and the alternatives that the FAA will carry into its NEPA analysis.

a. Applicability

This guidance is primarily intended for complex and controversial undertakings such as capacity projects at larger airports. It may also be helpful in the planning of projects smaller in scope, and should be reviewed prior to starting an airport master plan that has the potential to impact resources. It is intended for airport development professionals (e.g., planners, environmental specialists, project managers, engineers) employed by airport sponsors, consultants, FAA and state agencies.

b. Clarifications

When this document refers to airport planners it means individuals engaged in airport planning, no matter their specific job title. When the document refers to environmental specialists it means individuals engaged in environmental analysis or review, no matter their specific job title. When the document refers to engineers it means individuals engaged in engineering, no matter their specific job title. The term "project (program) manager" is not used, although it is recognized that many organizations employ "project managers" in airport planning, environmental analysis, and engineering.

2. PRACTICE AND PROCESS

a. Background

This section summarizes the key points of NEPA as it relates to project planning. When the term "agency" is used, it refers to Federal agency.

CEQ regulations require agencies to identify environmental effects and values in adequate detail so they can be compared to economic and technical analyses. Agencies must study, develop and describe appropriate alternatives to recommended courses of action in any proposal that involves unresolved conflicts concerning alternative uses of available resources. To permit these, environmental analysis must be integrated early in planning along with other planning analyses.

In cases where actions are planned by private applicants or other non-Federal entities before Federal involvement, agencies must ensure that 1) policies or designated staff are available to advise potential applicants of studies or other information likely required for later Federal action; 2) applicants are aware of the Federal agencies need to consult with State and local agencies and Indian tribes and with interested private persons and organizations when its own involvement is reasonably foreseeable; and 3) the Federal agency commences its NEPA process at the earliest possible time after the project proponent or sponsor has completed planning sufficient to allow environmental impact analysis.

b. Timing of Airport Planning and Environmental Analysis

Environmental considerations are integral to the planning process, and should be identified and evaluated at the same time as economic and technical analyses and prior to commencing preparation of an EA or EIS. This will assist in defining those projects that are reasonably foreseeable, and therefore may be subject to the NEPA analysis.

Airport planning should be complete or nearly so when the airport sponsor begins preparing its EA or FAA begins preparing its EIS. If a sponsor selects a recommended alternative and completes its planning process before beginning environmental processing, the FAA is not obligated to select that recommended alternative as its preferred alternative. FAA will select its preferred alternative during the NEPA process. Starting preparation of a NEPA document immediately after the completion of planning may improve the likelihood that aviation forecast and modeling data remain current during the environmental analysis process. In the case of an Environmental Impact Statement, the start of the NEPA process would be considered the issuance of a Notice of Intent to prepare the EIS. For an Environmental Assessment, the start of the NEPA process (for the purpose of this guidance) should be considered the earlier of: the approval of an AIP grant for the EA; or the initiation of the environmental resource agency/community coordination. The airport sponsor and FAA should always complete (and document) the following prior to commencing preparation of an EIS or EA.

- Local aviation forecasts that are current and approved by the FAA

- Justification of the scope and timing of the project's planned facilities based on airport planning, operational requirements, and design standards

- Identification and consideration of all reasonable planning alternatives (within the sponsor's or FAA's jurisdiction), eliminating (and documenting) those not meeting the stated aeronautical need. If an alternative does potentially meet the aeronautical need, but is not considered reasonable, provide sufficient explanation as to why not

- Tentative identification of studies or other information likely required for later Federal action, as well as appropriate State and local agencies, Indian tribes, private persons and organizations likely to have an interest in the project.

Also, it is important that only those alternatives that have aeronautical utility (i.e., can be built and operated safely) are forwarded for analysis under NEPA. Sometimes it may be necessary to conduct airspace reviews (during planning) of various planning alternatives to determine their aeronautical utility and safety.

Additional discussion on forecasts, project requirements and alternative analysis is included below.

c. Local Governmental and Community Involvement in Airport Planning

Establishing long-term cooperative consultation between the airport sponsor and local, regional, and state governments and planning organizations with land use, zoning, and surface access responsibilities can improve consistency between community and airport planning. This consultation makes it easier to gain local agreement on individual airport projects. Such consultation enables the airport sponsor to voice its interests in future land compatibility, obstruction control, and surface transportation access. Local planners benefit by learning airport needs for the promotion of community access and the local economy. Information on the future airport expansion and improvement contained in an airport master plan should be incorporated into the development of comprehensive land use plans to ensure land use compatibility around airports.

History shows that successful projects involve the community early in airport master planning. This involvement educates and informs local citizens, and allows them to provide constructive input to guide the airport sponsor and FAA decision-making. Community involvement during master planning should include information on the airport's proposed project, its aviation need (problem) and possible alternative ways to address the need. Input should be solicited and questions from the community should be encouraged. Input received should be considered and timely responses to questions raised should be provided. The community includes the public and local government in the vicinity of the airport, including Native American Tribal Organizations, metropolitan and regional planning organizations, and airport businesses and tenants.

Community involvement in the planning process, as described above, should ensure community awareness of proposed action prior to commencing preparation of an EA or EIS. The NEPA process should not be the first time that the community hears about the proposal. Community involvement during planning is a natural part of good planning

and is separate and distinct from public comment under NEPA. In developing a community involvement process, the airport sponsor should strike a balance between soliciting meaningful participation and keeping the master plan process on track. Depending on the scope of the project and the degree of anticipated controversy, community involvement specialists may need to become involved. Early involvement is critical to getting a sense of perspective about where and how the airport fits within the community and what concerns the community has and why. Such involvement may be needed to develop local agreement, which is often necessary to secure support from local officials for the project. A public consultation plan should be prepared identifying the type, number, and timing of public forums and identifying the public sector(s) having concerns about the proposal. It is essential that the community be advised as to its role throughout the planning process.

AIP grant assurances require that airport sponsors take appropriate action, to the extent reasonable, to restrict the use of land adjacent to airports to activities consistent with normal airport operations. Zoning authorities should be strongly encouraged to put height limits in place to protect current and planned aircraft approaches. The airport sponsor should also emphasize to local officials the importance of zoning for airport-compatible land use, including noise sensitive areas and airport design surfaces, so that the airport may remain a transportation asset to the community. In addition, frequent coordination with local, regional, and state organizations responsible for surface transportation planning helps ensure that improvements in airport capacity are matched with commensurate improvements in surface access.

The "FAA Community Involvement Manual", document FAA-EE-90-03, should be consulted to help develop a community involvement program. This manual can be accessed in the "Communications Tools" section of the Airport Noise Compatibility Planning Toolkit at http://www.faa.gov/about/office_org/headquarters_offices/aep/planning_toolkit/. There are a number of State DOTs that have similar guidance. Additional discussion on community involvement can be found under the "Community Consultation" section of the FAA document "Best Practices Guide-Initiative 6 to May 2001 Report to Congress on Streamlining the Environmental Process," which is available at http://www.faa.gov/airports_airtraffic/airports/environmental/.

d. FAA Role in Airport Master Planning

The primary responsible party for airport master planning is the airport sponsor. However, early coordination with FAA is essential to efficient project management. FAA is involved in airport planning to ensure that proposed airport development is safe, has utility, and meets airport design standards, and identifies obvious issues that could become environmental concerns. Additionally, if Airport Improvement Program (AIP) money is needed, FAA ensures that the scope and timing of the proposed development is appropriate for Federal financial participation. FAA carries out these requirements through the following actions:

- Review and approval of local aviation forecasts and design aircraft
- Review and approval of site selection studies
- Review and approval of airport layout plans, including completion of airspace studies*
- Review the adequacy of the planning alternative analysis for incorporation into the subsequent NEPA Analysis
- Review of capital improvement planning

**Refer to the FAA "Community and Environmental Needs Division" memorandum of November 18, 2003 for guidance on how to treat airport layout plans that show proposed development that is undergoing NEPA analysis and review.*

When AIP funds are involved, FAA ensures that the scope of a project's planned facilities is justified.

Finally, FAA reviews master plan work scopes where the airport sponsor is seeking AIP or Passenger Facility Charge (PFC) funds to help finance preparation of the master plan.

e. EIS Conceptual Engineering

For complex projects, it is often necessary to conduct some engineering analysis to enable the airport sponsor and/or the FAA to make planning and environmental decisions. To avoid prejudging alternatives, the engineering should be limited to that necessary to:

- Define alternatives within FAA or sponsor's jurisdiction for environmental analysis
- Assess aeronautical safety and utility of these alternatives
- Comparatively analyze environmental impacts
- Inform the public and environmental resource agencies
- Identify potential environmental mitigation during the environmental analysis, and
- Determine the order of magnitude of project costs

Early in the planning process, airport planners, environmental specialists and engineers should agree to the appropriate extent of conceptual engineering effort, the responsible parties for the effort, and the schedule for accomplishing such engineering.

f. Facility Requirements/Purpose and Need

"Facility requirements" is a term used in airport planning to describe the development required to address documented airport needs. The analysis and documentation supporting the facility requirements are normally contained in an airport master plan. This analysis needs clearly to define the aviation problem(s) and why the airport needs to solve it (them). Care should be taken that the facility requirements are not so narrowly defined so that they unreasonably point to a single solution.

"Purpose and Need" is a NEPA term that refers to a section of an environmental document, which describes the purpose of, and need for, the proposed Federal action. The problem to be addressed is identified (need), the requested Federal action is noted as a possible solution to the problem (purpose), and information that supports that a problem exists is presented (or referenced).

FAA planners should ensure that the "Facility Requirements" analysis provides information sufficient to provide a basis for describing the "Purpose and Need" for proposed Federal actions. FAA environmental professionals can be helpful in determining the adequacy of "Facility Requirements" documentation for use in defining purpose and need under NEPA.

As always, projects that are seeking AIP or PFC funding need to be justified on aeronautical grounds. Economic development should not be a basis for justifying AIP or PFC assistance.

g. Alternative Analysis

The master plan is not intended to establish a single project alternative for NEPA evaluation, but to identify alternatives that meet the airport's aeronautical needs. It may establish the sponsor's recommended alternative. It should consider all reasonable alternatives normally within the jurisdiction of the airport sponsor and the FAA, including operational alternatives. Those alternatives that do not meet the planning need (i.e., facility requirements), or are not feasible or prudent, should be dismissed, with the reasons for dismissal appropriately documented in the master plan. This should include reasons why planning did not consider alternatives that avoided or minimized environmental areas or conditions contributing to extensive mitigation. The master plan should also document the justification for any sponsor recommended alternative, as well as the reasons for not recommending others. An airspace review (i.e., NRA case) of alternatives may be necessary to determine if alternatives can be built and are operationally feasible before their environmental impacts are evaluated in a NEPA document. A preliminary cost estimate, similar in detail to cost estimates normally prepared in master plans and depicted in capital improvement plans, should be developed for all alternatives to be analyzed in a NEPA document.

Unlike the master plan, a NEPA document may consider alternatives that are not within the jurisdiction of the airport sponsor or the FAA, such as the development of alternative airports or the use of other transportation modes. As stated previously, NEPA requires Federal agencies to "utilize a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and decision making which may have an impact on man's environment." In preparing NEPA documents, FAA typically considers environmental impact, cost and other factors in its alternative analysis. It is possible that during the NEPA process, FAA will identify alternatives not previously considered during the planning process. Airport planners should be called on to advise the environmental specialists on whether additional alternatives developed during the NEPA process meet planning needs and can be constructed and operated safely and efficiently.

h. Currency of Aviation Forecasts

A master plan uses locally generated aviation forecasts as the basis for identifying the need and timing of airport development. FAA reviews the local forecasts and forecast methodology to ensure that they are appropriate and that they provide an adequate justification for the scope, and timing of proposed airport development. Local forecasts developed in a master plan can be adopted for use in an environmental impact analysis provided that the FAA has approved them. FAA field offices can approve local forecasts if the forecast methodology is reasonable and the forecast is consistent with the FAA's Terminal Area Forecast (TAF) or differences with the TAF have been resolved by the FAA. Consistency with the TAF is discussed in separate planning guidance provided by the FAA, which also has special provisions for FAA approval of forecasts at lower activity general aviation airports. It is important that the local forecasts of aircraft activity and enplanements used in NEPA analysis were recently approved by the FAA and, in the process of approving these forecasts, the most recent published TAF was used for comparison.

It is also important that the same forecasts be used throughout project formulation including project justification, airfield modeling, environmental analysis, and benefit cost analysis. Where updated forecasts are approved, or separate forecasting used, the new information should be clearly distinguished from a prior forecast.

3. TOOLS

a. Planning Team

Airport planners, environmental specialists, and engineers should work together throughout the project formulation and development processes. This includes from the beginning of the master plan, through the preparation of an EA or EIS and subsequent decision document, as well as through design and construction to ensure that mitigation measures are properly accomplished. The team should first meet with the airport sponsor during pre-planning to insure that important issues are identified early. The extent of planner, environmental specialist and engineer involvement would depend on project complexity and controversy.

When preparation of an EA or EIS is anticipated, environmental specialists should take an active role in determining the adequacy of the master plan's alternative analysis. This ensures that the master plan and the EA or EIS are consistent in data and in rationale on the reasonable alternatives. In addition, the environmental specialist may assist the airport planner in reviewing the scope of work for the master plan relative to the scope of environmental work to be performed, provide guidance on developing the overview of sensitive environmental features, assist in developing and conducting the public consultation and help in deciding that project justification is sufficient to develop a strong and clear purpose and need statement in the EA or EIS. The airport sponsor's planning consultant should include, as part of their team, a specialist familiar with NEPA and environmental analysis requirements for airport projects.

The airport planner's role in the NEPA process is to: review the planning aspects of the NEPA document for accuracy and consistency with airport planning, design standards, operational requirements and land use compatibility considerations; review the adequacy of discussions of technological solutions that address the purpose and need; and review the consistency of the local aviation forecasts with the TAF and with the aviation forecasts used in other project documents.

During the planning and environmental analysis, engineers should provide conceptual engineering, if required, provide "planning-level" project cost estimates, and if required determine the constructability of various alternatives, including construction sequencing and timing.

b. Overview of Environmental Features

A recommended practice for the airport sponsor/consultant is to prepare an "overview of environmentally sensitive features of an airport" as part of the airport master plan. Such an overview can help an airport sponsor judge if the airport's environmental features affect day-to-day decisions as well as longer-term development strategies. The level of detail would be airport specific as determined by the sponsor and its consultant after consultation with the local FAA Airports office. The overview should include readily available information including:

- Items known from prior environmental and planning documents, and from the expertise of environmental professionals, community planners, and resource agencies
- Items that can be easily seen during a walking survey of the airport or off-airport area.
- Information from various types of available environmental resource maps of the airport area.

The findings from the literature search and airport walking survey should be documented.

This overview is not intended to substitute for the "Affected Environment" section of an EA or EIS. It is intended to provide information on, or an overview of obvious environmental resources, which could affect the planning of the proposed development. Therefore, it is not necessary to carry out substantial investigations such as cultural resource studies or wetland delineations in order to define all environmental factors needed for master planning. If an airport sponsor wishes to conduct such detailed studies under a master plan, the local FAA Airports office should be consulted. If concurrence is provided the FAA should work with the sponsor to ensure that the selected consultant is, or selected consultants are, experienced in the discipline(s) being investigated.

The overview should also include easily seen and/or readily documented environmental features and resources beyond the airport property line. The area of consideration beyond the property line will vary depending on the environmental resource. For noise, it may be set at the DNL 65 dB contour, while for coastal zones it may stretch well beyond the airport boundaries. A text of the environmental overview should be included in the master plan report together with appropriate graphics. Sensitive features may also be

shown on a separate ALP drawing. Attachment 3 to this appendix lists suggested features that may be included as parts of the overview. Information on land uses or features that surround the airport and whether or not such uses are zoned compatibly with aviation uses should also be included. If not zoned compatible, the reasons should be investigated and the sponsor should provide information on its efforts to promote aviation-compatible land uses near the airport.

The master plan report and/or ALP should note the source (i.e., May 2004 walking survey, NWI maps, 2003 regional land use plan, etc.) of flood plain, wetland, or cultural resource information that is presented. This will ensure that resource data that is approximate, such as wetland locations based on a recent walk-through or older NWI maps, is identified as approximate data. For example, a possible ALP note for wetlands is: "Wetland areas bounded by dashed lines are based on an April 2003 NWI map and March 19, 2004 walk-through of the area. The walk-through suggests wetland presence due to standing water and certain vegetation. The NEPA analysis will include a wetland delineation of that area, if alternatives under consideration are located in this area."

This information will alert planning and environmental reviewers of the possible presence of sensitive resources. As a result, further investigation of these areas during the NEPA process may be necessary. Project layout or design could change based on further information obtained during preparation of a NEPA document. The master plan report and/or ALP should clearly note if the environmental overview uses data more than five years old or of questionable quality.

An environmental overview may provide the information necessary to: 1) determine if additional alternatives are needed to avoid or minimize the impact of the project to sensitive environmental features; 2) define future environmental coordination and analysis work to develop more thorough work scope for an EA or EIS and; 3) properly understand the anticipated costs of preliminary/final design as well as how best to estimate the cost of and schedule for the NEPA process.

c. Electronic Data Information Systems

Airport sponsors typically have a great deal of spatial information to support infrastructure development. Although electronic data sources such as Computer Aided Design (CAD), Geographic Information Systems (GIS), and other spatial data formats are common, there is often redundancy due to a lack of knowledge about existing data sets and differing standards. A common data source is more efficient in the identification of environmentally sensitive features such as residential areas, parks, and hazardous waste sites and in quantifying the potential impact of various proposed development. Therefore, airport sponsors should consider developing an electronic spatial data standard for all planning, environmental, and engineering documents. Although GIS is typically used to implement such a standard, also consider other options that may offer more ready access and basic skill requirements should be considered.

Notwithstanding the above, hard copies of ALP drawings and master plan reports shall be provided for FAA retention and use.

If AIP or PFC funds are to be used for the development of a GIS or similar format, the scope of the GIS development should be discussed with the FAA to ensure that eligibility is established. See FAA Order 5100.38, *Airport Improvement Program Handbook*. The GIS should be in a standard format that is consistent with the data formats used by the surrounding units of government.

d. If AIP or PFC funds are to be used for the development of a GIS or similar format, the scope of the GIS development should be discussed with the FAA to ensure that eligibility is established. See FAA Order 5100.38, *Airport Improvement Program Handbook*. The GIS should be in a standard format that is consistent with the data formats used by the surrounding units of government.

4. NEPA DOCUMENTS OF OTHER FEDERAL AGENCIES

An airport development proposal may require that a Federal agency other than the FAA is the lead agency for NEPA purposes. Although this usually involves development by a military entity, such as the Air National Guard, it may involve such actions as a roadway funded by the Federal Highway Administration, an apron/hangar for the U.S. Forest Service, or a recreational area by the Army Corps of Engineers. The master plan should recognize such proposed development, ensuring that the proposal is an appropriate use for the airport, and that the FAA's Federal actions associated with the development, such as ALP revisions or approval of land releases, are adequately addressed in the lead agency's NEPA document. The master plan should also describe how the proponent's potential plans would ultimately affect the airport sponsor's proposed airport development. FAA's environmental role will vary from project to project. Normally the FAA will be either a joint lead agency, or at least a cooperating agency during the preparation of an environmental document. The "other" Federal agency should come to FAA early to see what we look for in our environmental documentation and processing. Some laws, such as Section 4(f) of the DOT Act, or policies, such as noise, apply to FAA but not to other agencies, and must be addressed in the NEPA document.

ATTACHMENT D-1
ENVIRONMENTAL OVERVIEW FOR MASTER PLAN PURPOSES

Air Quality Classification	Attainment Area: Non-attainment Area: List Pollutant(s): Maintenance Area: List Pollutant(s):	
Aquatic Concerns	Bay: Creek: Ocean: Pond: Habitat-Endangered/Threatened Species: Drinking Water Reservoir: Pond: River:	Wetlands: Floodplains: Potable Water Aquifer: Sole-Source Aquifer: Streams: Other:
Terrestrial Concerns	Contaminated Areas: Habitat-Endangered/Threatened Species: Farmland, Prime and Unique: Hazardous Material Storage Areas: Landfills:	
Cultural	Historic Properties*: Archeological Resources: Parks: Wildlife Refuges: Residential Areas: Noise Sensitive Areas (church, school, hospital, etc.): Other:	
Land Use Concerns	Traffic: Noise: Lighting: Obstructions: Environmental Justice: Zoning:	

*Historic resources should be identified but the planning consultants should be wary of disclosing some information due to the sensitivity certain parties (i.e., Native Americans, Native Hawaiians) attach to these resources. A discussion should be held with these parties to decide if maps should include the identified resources.

This page intentionally left blank.

Appendix E Airport Site Selection

1. GENERAL

a. In some cases, the planner may determine that the existing airport cannot be expanded to meet the future demand and that a new or supplemental airport may be needed. In these cases, it may be necessary to look for a new airport site. The process of identifying, evaluating, and selecting new airport sites is very similar to the process of identifying, evaluating, and selecting alternatives for individual airport projects.

b. A comparison of new airport sites with the alternative of continuing operations at the existing airport may have been completed during the master plan alternatives analysis. In these cases, the site selection process may be a refinement of the preliminary investigation of alternatives for the existing airport. A site selection process may also result from the need for a new airport identified in a regional or state system plan study.

c. Prior to initiating a detailed site selection study, the planner should collect data that justifies the need for the new airport and its viability. Community and user support, along with an airport sponsor's legal and financial capability to build and operate the new airport, should be documented. There should be a consensus among Federal, state and local officials as to the intended role of the new airport, at least to the extent that its requirements and size can be determined. However, this does not rule out changing the role of the new airport as a result of the study findings.

2. SITE SELECTION PROCESS OVERVIEW

a. The scope of the site selection process will vary with the size, complexity, and role of the new airport. The sophistication of the analysis and the complexity of the decision making process can vary greatly.

b. If the planner determines that a new airport is needed, he or she should develop initial criteria that can be used to evaluate different sites and determine if each can function as an airport and meet the needs of the community and users. Such criteria might include that the sites are within a certain radius of the existing airport and are of a minimum size in terms of land area.

c. Once the preliminary sites have been identified, a screening process should be applied to each site. An evaluation of all potential sites that meet the initial criteria should be conducted, screening out those with the most obvious shortcomings. Screening factors might include topography, natural and man-made obstructions, airspace, access, environmental impacts, and development costs. If any sites are eliminated from further consideration, thorough documentation of the reasons for that decision is encouraged and will facilitate the subsequent environmental processing.

d. The remaining potential sites should then undergo a detailed comparison using comprehensive evaluation criteria. While the criteria will vary, the following should be considered:

- Operational Capability – the site should provide the operational capability necessary to serve the defined role of the airport and the needs of its users

- Capacity potential – If the new airport is needed to provide additional capacity, the capability of the site in providing long-term capacity growth is important.

- Ground access – an important factor is the ability of the users to get to and from the airport easily and in a timely manner.

- Development Costs – Simple cost estimates are useful in determining the financial feasibility of building a new airport.

- Environmental Consequences – The potential environmental impacts associated with a new site may be critical to gaining approval.

Consistency with Area-wide Planning – The site should be consistent with regional and local land use and transportation plans.

e. While a weighting of the evaluation criteria and a weighted ranking of the alternative sites may be used in selecting a site, planners should use caution in applying this technique since it introduces an element of subjectivity into the analysis. They should focus on providing decision makers with information on the various sites in a manner that is understandable and unbiased.

f. The site finally selected will be subject to the review of alternatives as required under NEPA. Planners will then make commitments on specific environmental mitigation measures. The selection will probably receive scrutiny through public information sessions, review by policy and advisory committees, and at public hearings.

g. The planner should not assume that the site selection process described here conclusively results in the selection of the best site. Overriding political, jurisdictional, institutional, environmental or financial considerations may influence the decision makers' choice of sites.

3. SITE APPROVAL

a. Once a site is selected, timely site approval by the airport sponsor who will develop and operate the new airport is important. Such action will permit the prompt establishment of the airport while the decision-making apparatus is politically and organizationally intact.

b. If state and regional approval procedures have been followed, an important next step will be Federal approval. FAA approval is necessary if planners intend to seek Federal financial assistance under the AIP for follow-on planning or site acquisition and development. Such approval must be supported by appropriate environmental documentation, public hearings, and evidence that the proposed airport will be reasonable consistent with local planning. The FAA must approve the selected site before any additional planning work is started.

c. Regardless of the applicability of Federal financial assistance in the planning or development of the airport, the FAA will advise on the aeronautical suitability of the site after having studied the site from the standpoint of airspace use as required by 14 CFR Part 157, *Notice of Proposed Construction, Alteration, Activation, and Deactivation of Airports.*

This page intentionally left blank.

Appendix F Airport Layout Plan Drawing Set

The following list provides general guidelines in preparing the Airport Layout Plan drawing set. The individual sheets that comprise the Airport Layout Plan drawing set will vary with each planning effort. During the project scoping activities, planners must determine which sheets will be necessary. Checklists from FAA Regional and District Offices and many state aviation offices may supplement the guidance provided in this Appendix. Since these checklists are comprehensive, not all items will be applicable to a specific project.

1. AIRPORT LAYOUT DRAWING

a. Sheet size – Minimum 24” x 36”

b. Scale –Within a range of 1” = 200’ to 1” = 600’

c. North Arrow

1) True and Magnetic North

2) Year of the magnetic declination

3) Orient drawing so that north is to the top or left of the sheet

d. Wind Rose

1) Data source and the time period covered

2) Include individual and combined coverage for:

a) Runways with 10.5 knots crosswind

b) Runways with 13 knots crosswind

c) Runways with 16 knots crosswind

d) Runways with 20 knots crosswind

e. Airport Reference Point (ARP) – Existing and ultimate, with latitude and longitude to the nearest second based on NAD 83

f. Ground contours at intervals of 2’ to 10’, lightly drawn

g. Elevations (Existing and Ultimate to 1/10 of a foot)

1) Runway

2) Displaced thresholds

3) Touchdown zones

4) Intersections

5) Runway high and low points

6) Roadways where they intersect the RPZ edges and extended runway centerlines

7) Structures on Airport--If a terminal area plan is not included, show structure top elevations on this sheet.

h. Building limit lines – Show on both sides of the runways and extend to the airport property line or RPZ.

i. Runway Details (Existing and Ultimate)

1) Dimensions – length and width within the outline of the runway

2) Orientation – Runway end numbers and true bearing to the nearest 0.01 degree

3) Markings

4) Lighting – Threshold lights only

5) Runway Safety Areas--Dimensions may be included in the Runway Data Table

6) End Coordinates – Note near end (existing and ultimate) of each runway end, to nearest 0.01 second

7) Displaced threshold coordinates, to the nearest 0.01 second

8) Declared Distances – For each runway direction if applicable. Identify any clearway/stopway portions in the declared distances

j. Taxiway details (Existing and Ultimate)

1) Taxiway widths and separations from the runway centerlines, parallel taxiway, aircraft parking, and objects

k. RPZ Details (Existing and Ultimate)

1) Dimensions

2) Type of property acquisition (fee or easement)

l. Approach slope ratio (20:1; 34:1; 50:1)

m. Airport Data Table (Existing and Ultimate)

1) Airport elevation (MSL)

2) Airport Reference Point data

3) Mean maximum temperature

4) Airport Reference Code for each runway

5) Design Aircraft for each runway or airfield component

n. Runway Data Table (Existing and Ultimate)

1) Percent effective gradient

2) Percent wind coverage

3) Maximum elevation above MSL

4) Runway length and width

5) Runway surface type

6) Runway strength

7) FAR Part 77 approach category

8) Approach type

9) Approach slope

10) Runway lighting (HIRL, MIRL, LIRL)

11) Runway marking

12) Navigational and visual aids

13) RSA dimensions

o. Title and Revision Blocks

1) Name and location of the airport

2) Name of preparer

3) Date of drawing

4) Drawing title

5) Revision block

6) FAA disclaimer

7) Approval block

p. Other

1) Standard legend

2) Existing and Ultimate airport facility and building list

3) Location map

4) Vicinity map

2. AIRPORT AIRSPACE DRAWING

a. Plan view of all FAR Part 77 surfaces, based on ultimate runway lengths

b. Small scale profile views of existing and ultimate approaches

c. Obstruction data tables, as appropriate

d. Sheet size – same as the airport layout drawing

e. Scale – 1” = 2,000’ for the plan view; 1” = 1,000’ for approach profiles; and 1” = 100’ (vertical) for approach profiles

f. Title and revision blocks - same as the airport layout drawing

g. Approach Plan View Details

1) USGS for base map

2) Show runway end numbers

3) Include 50’ elevation contours on all slopes

4) Show the most demanding surfaces with solid lines and others with dashed lines

5) Identify top elevations of objects that penetrate any of the surfaces. For objects in the inner approach, add note “See inner portion of the approach plan view for close-in obstructions.”

6) For precision instrument runways, show balance of 40,000’ approach on a separate sheet.

h. Approach Profile Details

1) Depict the ground profile along the extended runway centerline representing the composite profile, based on the highest terrain across the width and along the length of the approach surface.

2) Identify all significant objects (roads, rivers, and so forth) and top elevations within the approach surfaces, regardless of whether or not they are obstructions

3) Show existing and ultimate runway ends and FAR Part 77 approach slopes.

3. INNER PORTION OF THE APPROACH SURFACE DRAWING

a. Large scale plan views of inner portions of approaches for each runway, usually limited to the RPZ areas

b. Large scale projected profile views of inner portions of approaches for each runway, usually limited to the RPZ areas

c. Interim stage RPZs when plans for interim runways extensions are firm and construction is expected in the near future

d. Sheet size – Same as Airport Layout drawing

e. Scale – Horizontal 1” = 200’; vertical 1” = 20’

f. Title and revision blocks – Same as for Airport Layout drawing

g. Plan View Details

1) Aerial photos for base maps

2) Numbering system to identify obstructions

3) Depict property line

4) Identify, by numbers, all traverse ways with elevations and computed vertical clearance in the approach

5) Depict the existing and ultimate physical end of the runways. Note runway end number and elevation

6) Show ground contours, lightly drawn

h. Profile View Details

1) Depict terrain and significant items (fences, roadways, and so forth)

2) Identify obstructions with numbers on the plan view

3) Show roads and railroads with dashed lines at edge of the approach

i. Obstruction Table Details

1) Depict terrain and significant items (fences, roadways, and so forth)

2) Identify obstructions with numbers on the plan view

3) Show roads and railroads with dashed lines at edge of the approach

4) Prepare a separate table for each RPZ

5) Include obstruction identification number and description, the amount of the approach surface penetration, and the proposed disposition of the obstructions

4. TERMINAL AREA DRAWING

The need for this drawing will be decided on a case-by-case basis. For small airports, where the Airport Layout drawing is prepared to a fairly large scale, a separate drawing for the terminal area may not be needed.

a. Large scale plan view of the area or areas where aprons, buildings, hangars, and parking lots are located

b. Sheet size – Same as Airport Layout drawing

c. Scale – Range of 1” = 50’ to 1” = 100’

d. Title and revision blocks – Same as for Airport Layout drawing

e. Building Data Table – To list structures and show pertinent information about them. Include space and columns for:

1) A numbering system to identify structures

2) Top elevation of structures

3) Existing and planned obstruction markings

5. LAND USE DRAWING

a. Include all land uses (industrial, residential, and so forth), on and off the airport, to at least the 65 DNL contour

b. Sheet size – Same as Airport Layout drawing

c. Scale – Same as the Airport Layout drawing

d. Title and revision blocks – Same as for Airport Layout drawing

e. Aerial base map

f. Legend (symbols and land use descriptions)

g. Identify public facilities (such as schools, parks, and othes)

h. Drawing details – Normally limited to existing and future airport features (i.e., runways, taxiways, aprons, RPZs, terminal buildings and navigational aids)

6. RUNWAY DEPARTURE SURFACES DRAWING

a. Large scale plan views of departure surfaces for each runway end that is designated primarily for instrument departures. The one-engine inoperative (OEI) obstacle identification surface (OIS) should be shown for any departure runway end supporting air carrier operations.

b. Large scale projected profile views of departure surfaces for each runway that is designated primarily for instrument departures.

c. Sheet size – Same as Airport Layout drawing

d. Scale – Horizontal 1” = 1000’; vertical 1” = 100’ (runway departure surfaces); and Scale – Horizontal 1” = 2000’; vertical 1” = 100’ (OEI obstacle identification surfaces)

e. Title and revision blocks – Same as for Airport Layout drawing

j. Plan View Details

7) Aerial photos for base maps

8) Numbering system to identify obstructions

9) Depict property line, including easements

10) Identify, by numbers, all traverse ways with elevations and computed vertical clearance in the departure surface

11) Depict the existing and ultimate physical end of the runways. Note runway end number and elevation

12) Show ground contours, lightly drawn

k. Profile View Details

4) Depict terrain and significant objects, including fences, roadways, rivers, structures, and buildings.

5) Identify obstructions with numbers on the plan view

6) Show roads and railroads with dashed lines at edge of the departure surface

l. Obstruction Table Details

6) Depict terrain and significant objects, including fences, roadways, rivers, structures and buildings

7) Identify obstructions with numbers on the plan view

8) Show roads and railroads with dashed lines at edge of the approach

9) Prepare a separate table for each departure surface

10) Include obstruction identification number and description, the amount of the departure surface penetration, and the proposed disposition of the obstructions

7. AIRPORT PROPERTY MAP

a. Sheet size – Same as Airport Layout drawing

b. Scale – Same as the Airport Layout drawing

c. Title and revision blocks – Same as for Airport Layout drawing

d. Legend

e. Data Table

1) A numbering or lettering system to identify tracts of land

2) The date the property was acquired

3) The Federal aid project number under which it was acquired

4) Type of ownership (fee, easement, federal surplus, and others)

f. Show existing and future airport features (i.e., runways, RPZs, navigational aids and so forth) that would indicate a future aeronautical need for airport property.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Andy Wagemaker, Revenue Director
Date:	06/09/2014
Meeting Date:	06/17/2014

TITLE:

Consideration and Acceptance of Bid: 2014-75 for Utility ITRON Reader Water Communication Modules

RECOMMENDED ACTION:

Accept bid from National Meter and Automation, Inc. for the purchase of Itron Water Communication Modules in the amount of $95,000 annually. Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

The City is currently not under contract with any vendor to purchase Itron Water Communication Modules and has been making purchases on an as needed basis from a variety of vendors. The lack of a formal bid has kept the City from securing a guaranteed supply of Itron Water Communication Modules. The bid will provide a steady supply of parts at a guaranteed price for the term of the contract. **In addition, the recommended Water Communication Modules are capable of reading in two different modes: automated meter reading (AMR), or drive-by reading, and advanced metering infrastructure (AMI), or fixed network reading. This will allow the City to easily convert from drive-by infrastructure to fixed network infrastructure in the future.**

Subsidiary Decisions Points: None.

Financial Impact:

The City is currently purchasing Itron Water Communication Modules for similar prices directly from multiple vendors. This contract will allow the City to continue purchasing Itron Water Communication Modules and have a formal bid/pricing structure in place. This item is budgeted every year as part of the ongoing meter replacement/maintenance program. The recommended bid translates into an estimated reduction of $1.00 per unit for the dual port units the City currently purchases. The City does not currently buy tri port units but staff felt that a bid should contain the tri port units in case of future need. Based on estimated quantities for dual port and tri port units, the combined price to the City will be lower with National Meter and Automation, Inc. than the other vendors.

Connection to Council Goal:

Repair, replace and maintain infrastructure (Water Meter Reading Equipment). The Itron Water Communication Modules are a key component for timely and accurate water meter reads.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1) Accept bid from lowest responsive and responsible bidder National Meter and Automation, Inc.
2) Do not approve the recommended bid with National Meter and Automation, Inc. and continue to purchase Itron Water Communication Modules without a contract on an as needed basis.

Background/History:

In the late 1990's, the City of Flagstaff began a process of transitioning from a manual water meter reading process to an automated water meter reading process utilizing automated meter reading (AMR), or radio read, technology. As part of the transition to an automated process, each water meter in the City requires conversion to radio read meter technology, specifically a radio read capable water meter register and an encoder receiver transmitter (ERT). With this technology, City staff is able to read meters via radio signals rather than through a visual read. The conversion process is approximately 80% complete through May 2014.

Throughout this process, the City has utilized Itron meter reading technology. The recommended bid will allow the City to continue as an Itron customer and not require any technology changes or upgrades. Itron is an industry leader and is compatible with virtually every major water meter manufacturer.

Key Considerations:

This contract will allow the City to continue the process of transitioning to an automated meter reading (AMR) technology for meters that are currently read visually. It will also allow the City to replace Water Communication Modules that fail.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

This contract will allow the City to continue purchasing Itron Water Communication Modules and have a formal contract/pricing structure in place. A formal contract will guarantee delivery of essential components for the water system and ensure that there is minimal impact to customers, such as misreads and incorrect billings, from failed equipment that the City is unable to replace in a timely manner.

Community Involvement:

Inform.

Attachments: ITRON Bid Tab
Water Communication Module Product Sheet

CITY OF FLAGSTAFF BID TABULATION

DATE: 05/13/2014 **BID/PROJECT NO:** 2014-75 **BID/PROJECT NAME:** Itron Water Modules

CONDUCTED BY: Candace Schroeder **ANTICIPATED COUNCIL AWARD DATE:**

WITNESS: Di Ann Butkay **ENGINEERS ESTIMATE:** $

VENDOR	BOND	ADDENDUM 1	2	3	1 Dual Port	2 Tri Port	3	4	5	DEL
Nat'l Meter & Automation					66.99	74.77				
Itron					68.00	73.00				
Mountain States Pipe & Supply					68.11	73.85				

CITY OF FLAGSTAFF
UTILITY ITRON WATER COMMUNICATION MODULES

BID 2014-75

(Dual/~~Tri-Port offered~~): 100 W +

UNIT PRICE $ 66.99

FREIGHT $ .60

TAX (8.45) % $ 5.66

TOTAL UNIT PRICE $ 73.25

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? 500 + $ 1.00

Any other specifications not standard, but being specified, must be included here, with price.

Miscellaneous charges: NA

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:
Maximum number of calendar days to deliver after receipt of a purchase order. 10 Days.

CITY OF FLAGSTAFF
UTILITY ITRON WATER COMMUNICATION MODULES

BID 2014-75

~~Dual~~/Tri Port offered: 500 W +

UNIT PRICE $ 74.77

FREIGHT $ .60

TAX (8.45%) $ 6.32

TOTAL UNIT PRICE $ 81.69

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? 500 + $ 1.00

Any other specifications not standard, but being specified, must be included here, with price.

Miscellaneous charges: NA

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:
Maximum number of calendar days to deliver after receipt of a purchase order. 10 Days.

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:

Name: JOHN BJORKLUND

Phone: 480.596.8600

NATIONAL METER & AUTOMATION INC.
Company Name

7777 E. PARADISE LANE #104
Address

SCOTTSDALE AZ 85260
City State Zip

Type of Legal Entity (select applicable box)

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

E-Mail Address: JBJORKLUND@NMAAI.COM

Federal ID Number: 20-1891985

Fax No.: 480.596.8606

Signature of Person Authorized to Sign Offer

JOHN BJORKLUND
Printed Name

AZ MANAGER
Title

Date: 5.9.14

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 in the attached award notice based upon the solicitation, including all Contract Documents, which are incorporated herein by reference, and Vendor's Offer as accepted by the City of Flagstaff.

This Invitation for Bid shall henceforth be referred to as Contract No. 2014-75. Vendor is hereby cautioned not to commence any billable work or provide any products, materials, services or construction under this Invitation for Bid until Vendor receives an executed purchase order.

Awarded this _____ day of _____ 2014

_____
City Manager

100W+

Water Communication Module

The 100W+ communication module is the latest addition to Itron's portfolio of advanced metering devices for water utilities. Featuring a compact design, industry-leading battery life and technology designed to adapt and grow with your business, the 100W+ module can help you streamline your operations and maximize your resources today and into the future.

The 100W+ communication module represents the fourth evolution in Itron's line of 100 series water communication modules. This latest release includes a new message called SCM+ with more information than previous generation messages. Additionally, the 100W+ offers industry leading capabilities in security, fixed network performance and improved meter consumption resolution to 9 dials (1/100th gallon).

» 100W+ communication modules are available in two housing designs, supporting both water pit and remote installations. They are identified as follows:

» 100W+ is to be utilized with encoder registers in a pit environment

» 100WP+ for pulser registers in a pit environment

» 100W-R+ for encoder registers in remote applications

» 100WP-R+ for with pulser registers in remote applications

These communication modules offer advanced two-way meter data collection designed specifically for Itron collection systems using handheld, mobile, fixed network and hybrid solutions. 100W+ communication modules differentiate themselves from other devices on the market by providing true two-way communications capabilities with walk-by, drive-by and fixed network collection systems. Engineered from the ground up to leverage the benefits of ChoiceConnect™ collection systems, 100W+ communication modules enable easy migration from mobile to fixed network operations as your business needs evolve. With Itron's complementary communications technology, fixed and mobile network systems can be deployed side-by-side in hybrid configurations to ensure maximum efficiency and reliability in both high and low-density meter populations.

SCM+

SCM+ is a new message for Itron's electric, gas and water endpoints. This message transmits more information than previous generation messages, including:

- All tampers and alarms (including extended tampers and low battery alarm)
- Up to 1/100th gallon resolution of water meters that support 9 dials

Itron Security Manager

The 100W+ offers optional enhanced security with the addition of authentication and encryption. In parallel to the 100W+ release, Itron released the Itron Security Manager (ISM) solution. ISM represents the initial launch of a new security application that will provide the cryptographic and key management services for Itron's Fixed Network, Field Deployment Manager (FDM) and Field Collection System (FCS) solutions. The ISM application, working in concert with these data collection systems will provide a new application layer of security. This enables authentication of commands and encryption of data communications from the reading applications to new 100 Series communication modules. These enhanced security services will provide added confidentiality, data integrity and availability that utilities require to secure their communications. Every 100W+ will ship with embedded security keys to support utilities current and future requirements for enhanced secure communications. To enable enhanced security, utilities will need Itron Security Manager v1.0, FDM Endpoint Tools Enhanced v3.3 and 100W+ security keys (part number SEC-0000-002).

GeoMode

In order to continually improve our fixed network performance, the 100W+ has added the GeoMode feature. GeoMode is a valuable tool used to read 100W+ communication modules that are installed in RF-unfriendly environment as well as modules installed on the fringe of network coverage. This tool will allow a 100W+ that is not being heard by the fixed network to transmit its NIM (Network Interval Message) via a neighboring 100W+ that has an established link to FN. GeoMode will not impact the 100W+ industry-leading battery performance. Using the GeoMode feature requires Network Software v5.0. Modules in GeoMode may still be read by Itron handheld and mobile systems.

Water Meter Compatibility

The 100W+ communication module is compatible with water meters from all major manufacturers such as Badger, Elster AMCO, Hersey, Master Meter, Neptune and Sensus, enabling water utilities to consolidate all their water meters under a single reading system. Powered by proven, advanced lithium battery technology; the module is designed for 20 years of battery life in both fixed network and mobile modes.

Data Logging

The 100W+ stores 40 days of hourly consumption information, which can be collected by the fixed network system to leverage real time data collection or can be read by mobile or handheld systems. This data is presented in four basic use cases:

- A reading from any hour within the last 40 days
- A set of 24 consecutive hourly readings
- A set of 40 daily readings
- A set of 40 days of hourly interval data are available even in mobile mode

Superior Performance

The 100W+ communication module utilizes 120 radio channels in fixed network and 50 radio channels in mobile and handheld modes, randomly selecting one channel for each data message. Itron's unique multi-channel solutions maximize the use of all available bandwidth, allowing more data to flow through the network and enabling faster drive-by speeds. The 100W+ will transmit the fixed network consumption message at peak radiated power greater than 1Watt.

Reliability

100W+ communication modules feature a circuit assembly and battery pack that are fully encapsulated within a specially-formulated potting material to completely protect internal components from water, contaminants, corrosion, rough handling and temperature cycling. With their straight forward, rugged design, 100W+ communication modules use substantially fewer components than most competing products, resulting in greater reliability. The advanced, integrated antenna operates effectively in a wide range of meter box installations. The 100W+ offers peace of mind with a 20 year limited warranty.

Lower Cost of Ownership

100W+ communication modules feature industry-leading battery life , ensuring your meter data collection investment achieves substantially better financial returns than competing products with batteries that typically last only ten or twelve years. When one considers the advancements in leak, reverse flow (absolute encoder version only) and tamper detection, 100W+ communication modules necessitate fewer field investigations and substantially lower expenditures for installation, meter reading, customer service and field service. And with a low battery alarm, these modules help utilities better plan and manage the replacement of units in the field.

100W+

100W-R+

Leak Management

Water loss management is critical to any water utility's success. 100 Series modules can be paired with Itron's advanced acoustic Leak Sensor. The Leak Sensor collects and analyzes changes in pipe acoustics that indicate probable leaks in the distribution system environment to detect both new and pre-existing leaks automatically. Leak Sensor technology, coupled with the module's internal customer-side leak detection algorithm and the option to use data from groups of 100W+ communication modules (District Metering) provide the utility with a highly accurate picture of the overall health of the water distribution system.

Leak Data

The 100 Series collects and stores the data from the Leak Sensor. The Leak Sensor samples the pipe conditions every 22.5 minutes or 64 times daily. The 100 Series stores the 8 quietest analyses daily and will hold 20 days worth of data. This data is picked up during normal meter reading operations and seamlessly transfers the data to our hosted web based solution (mlogonline).

100W+ COMMUNICATION MODULE SPECIFICATIONS

The 100W+ can be identified by new part number ERW-1300-3XX and units have a + signifier.

Functional

- Power Source: Two "A" cell lithium batteries warranted for 20 years
- Operating temperature: -
  - -40°C to +70°C for remote applications
  - -20°C to +60°C for pit applications
- Storage temperature: -40°C to + 75°C for maximum of 1,000 hours
- Humidity limits: 0 to 100% (submersible)
- Maximum register cable dimension: 300 feet with Itron-approved cable and splice connectors
- Meter compatibility: See Water Module Meter Compatibility Guide (PUB-0063-002)

Transmission Parameters

- Data message: Multiple RF channel transmissions of meter register value, cut cable and or communication error tamper(s), reverse flow (encoder version only) and system leak status messages, as well as low battery indicator is transmitted every ten seconds in mobile mode. All this information and last 7 time synchronized consumption intervals is transmitted every six minutes along with a contingency SCM+ (Standard Consumption Message) every 60 seconds in fixed network mode
- Transmitter frequencies:
  - 908 - 924MHz (Standard Power) in mobile mode
  - 923 – 926.8MHz (High Power) in fixed network mode
- Operates in bubble-up mode and does not require a license from the Federal Communications Commission (FCC) or Industry Canada (IC)
  - FCC Part 15.247
  - Industry Canada RSS-210

Approved Network Reading Systems

- Network system: Itron Fixed Network 100 Collectors and Repeaters (CCU 100 and Repeater 100) which offer full two-way communication capability.
- ChoiceConnect Fixed Network software v4.1 or higher
- GeoMode requires Fixed Network v5.0 or higher
- If using enhanced security, Itron Security Manager (ISM) v1.0 or higher, is also required

Approved Mobile Reading Systems for SCM+ alone

- Mobile data collection hardware when used with software listed below:
  - Any MC3 radio with Mobile Collection Software 3.4 or higher
  - Any MC Lite radio
  - Any FC200 handheld computer with SRead radio
  - Any FC300 handheld computer with SRead radio
- Mobile data collection software:
  - Multi-Vendor Reading System (MV-RS) v8.4 or higher
  - Field Collection System (FCS) v2.4 or higher

Approved Mobile Reading Systems for Data Logging Reads

- Mobile data collection hardware when used with software listed below:
  - Datalogging capable MC3 radios with Mobile Collection Software 3.5 or higher
  - Datalogging capable MC Lite radios
  - FC200 handheld computers with Datalogging capable SRead radio
  - Any FC300 handheld computer with SRead radio
- Mobile data collection software:
  - Multi-Vendor Reading System (MV-RS) v8.3 or higher
  - Field Collection System (FCS) v2.5 or higher

Approved Mobile Reading Systems for Enhanced Security Reads

- Mobile data collection hardware when used with software listed below:
  - Datalogging capable MC3 radios with Mobile Collection Software 3.5 or higher
  - Datalogging capable MC Lite radios
  - FC200 handheld computers with Datalogging capable SRead radio
  - Any FC300 handheld computer with SRead radio
- Mobile data collection software:
  - Field Collection System (FCS) v2.5 or higher
  - Itron Security Manager (ISM) v1.0 or higher

Approved Programming Systems

- FC200SR handheld computers
- FC300SR handheld computers
- 900 MHz Belt Clip Radios
- Field Deployment Manager (FDM) v3.3 or higher
- If using enhanced security, Itron Security Manager (ISM) v1.0 or higher, is also required

The 100W encoder version does not require any programming—it automatically detects the register type within one hour of being connected.

Programmable Mode Options

- Mobile/Handheld Mode
  - This is the standard mode in which all 100W+ communication modules will be shipped. This mode should be utilized when mobile or handheld meter reading will be the primary method of collecting the SCM+ or datalogging reads.
  - The SCM+ will bubble-up in this mode every 10 seconds at standard power optimized for mobile read rate performance.
  - The battery life for this mode is 20 years
- Fixed Network (FN) Mode
  - This mode is to be utilized when fixed network will be the method of meter data collection
  - A high power Network Interval Message (NIM) will be transmitted every 6 minutes with a contingency SCM+ message transmitted every minute at standard power
  - FN mode can be programmed at the factory, during installation with an approved handheld device or through mobile application after initial installation and programming
  - The battery life for this mode is 20 years

Programmable Mode Options (cont.)

- Hard-to-Read Mobile/Handheld Mode
  - This mode should only be used when communication modules are installed in difficult to read locations where standard mobile mode is not sufficient for satisfactory reading performance
  - This mode will bubble-up an SCM+ at 30 seconds with high power output to optimize performance of these unique applications
  - The battery life of this mode is greater than 10 years
- High Power Mobile Mode
  - This mode should be used when communication modules are installed in difficult to read environments and where standard mobile mode is not sufficient for satisfactory reading performance
  - This mode will bubble-up and SCM at 60 seconds with a higher power output to optimize performance of these unique applications
  - Battery life for this mode is 20 years

100W+ & 100WP+ Pit Dimensions

- Height: 4.5 inches
- Maximum diameter:
  - Lower: 3.90 inches
  - Upper: Approx. 1.70 inches
- Weight: Approx. 9.6 oz.
- Module cable length without integral connector: 5 feet and 20 inches (for register direct mounting)
- In-line connector register cables: 5 feet and 25 feet (ordered separately)
- Pit models can be installed up to 300 Ft from meter

100W-R+ & 100WP-R+ Remote Dimensions

- Height: 4.5 inches
- Width: 5.05 inches
- Depth: 1.47 inches
- Weight: Approx. 9.6 oz.
- Module cable length 10 inches
- Remote models can be installed up to 300 ft from meter

Mounting Options

The 100W+ and 100WP+ models have a compact housing and features specifically designed for water pit mounting options

- Direct-mount for Badger, Elster and Hersey meters
- Rod-mount on a ½ inch diameter fiberglass or other non-metallic rods
- Shelf-mount for pit lid manufactures that contain recessed cavity on the underside of the pit lid
- Through-the-lid mounting with a pre-drilled 1.75 inch hole and up to 2.5-inch maximum lid thickness
- Direct-mount to any flat surface with screw kit

The 100W-R and 100WP-R models are designed for remote mounting applications

- Wall-mount for installation to the side of residence or building using screw kit
- Pipe-mount for installation on pipe sizes from ¾ inch up to 4 inch
- Direct-mount for Badger and Elster meters
- Direct-mount for Badger and Elster meters

Itron is a global technology company. We build solutions that help utilities measure, monitor and manage energy and water. Our broad product portfolio includes electricity, gas, water and thermal energy measurement and control technology; communications systems; software; and professional services. With thousands of employees supporting nearly 8,000 utilities in more than 100 countries, Itron empowers utilities to responsibly and efficiently manage energy and water resources.

Join us in creating a more resourceful world; start here: **www.itron.com**

CORPORATE HEADQUARTERS

2111 N Molter Road
Liberty Lake, WA 99019
USA

Phone: 1.800.635.5461
Fax: 1.509.891.3355

While Itron strives to make the content of its marketing materials as timely and accurate as possible, Itron makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of, and expressly disclaims liability for errors and omissions in, such materials. No warranty of any kind, implied, expressed, or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, and fitness for a particular purpose, is given with respect to the content of these marketing materials.
© Copyright 2013, Itron. All rights reserved. 101341SP-02 09/13

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elaine Averitt, Planning Development Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of Final Plat: A request from Miramonte Homes for Final Plat approval for Forest Springs Townhomes Unit 2, a 70-unit residential townhome subdivision on a 15.07-acre site located at 1115 North Flowing Springs Trail in the Medium Density Residential (MR) zone

RECOMMENDED ACTION:

Staff recommends approving the final plat with the conditions outlined in the staff summary and its attachments, and authorizing the Mayor to sign both the plat and City/Subdivider Agreement when notified by staff that all conditions have been met and documents are ready for recording

Policy Decision or Reason for Action:

Title 11: General Plans and Subdivisions Section 11-20.70.030.F. indicates that approval of a final plat requires approval by the City Council provided the Council finds that the final plat meets the requirements of the zoning code and the engineering design standards and specifications.

Subsidiary Decisions Points: None

Financial Impact:

No financial liabilities are anticipated by the approval of this Final Plat.

Connection to Council Goal:

Retain, expand, and diversify economic base

Has There Been Previous Council Decision on This:

On October 15, 2013, the City Council approved a preliminary plat for the subject site intended for 70 lots/units.

Options and Alternatives:

1) Approve the final plat as recommended by staff.
2) Approve the plat subject to no conditions, additional conditions, or modified conditions.
3) Deny approval of the plat based on non-compliance with the zoning code and/or the Flagstaff Engineering Design and Construction Standards and Specifications for New Infrastructure.

Background/History:

The applicant, Miramonte Homes, is requesting final plat approval to permit a seventy (70) lot, residential townhouse subdivision on 15.07 acres. Forest Springs Unit 1 has been completed. Forest Springs Unit 2 is located just west of Unit 1. The lots in Unit 2 range in size from approximately 3,000 sq ft to 7,375 sq ft. All buildings are designed as attached twin townhouse modules, with one unit having a recessed garage facing the street and the second unit with a side-loaded garage. The Forest Springs development is located generally between Interstate 40 and Butler Avenue and is accessed from Fourth Street. Six townhouse unit models are available which include one-story and two-story designs, and two units specifically designed for uphill lots and for downhill lots. The subdivision proposes a net density of 7.7 dwelling units per acre. The lot standards for MR zone include minimum lot area of 1,440 sq ft, 35-foot height limit, 10-foot front building setback, 15-foot rear and 5-foot side setbacks. All of the proposed lots meet the minimum development requirements.

Community Involvement:

Inform. The existing site zoning allows the proposed subdivision. No public hearings are required as part of a subdivision plat review. No members of the public commented on this plat at the Planning and Zoning Commission meeting. The Planning and Zoning Commission reviewed the preliminary plat at their meeting on September 25, 2013.

Attachments: Final Plat

DEDICATION

STATE OF ARIZONA } SS.
COUNTY OF COCONINO }

KNOW ALL MEN BY THESE PRESENTS: THAT MIRAMONTE AT FOREST SPRINGS, LLC., HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF FOREST SPRINGS TOWNHOMES UNIT 2, A SUBDIVISION OF TRACT "A" OF FOREST SPRINGS TOWNHOMES UNIT 1, CASE 9, MAP 92, COCONINO COUNTY RECORDS. LOCATED IN THE SW1/4 SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES THE TRACTS AND EASEMENT AS SHOWN ON SAID PLAT FOR THE PURPOSES SHOWN.

TRACT "K" – COMMON AREA "A" IS HEREBY BEING RETAINED BY THE OWNER DEVELOPER FOR THE PROPERTY OWNERS ASSOCIATION AS PRIVATE OPEN SPACE (TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION).

TRACT "L" – COMMON AREA "B" IS HEREBY BEING RETAINED BY THE OWNER DEVELOPER FOR THE PROPERTY OWNERS ASSOCIATION AS PRIVATE OPEN SPACE, PRIVATE DRAINAGE AND RESOURCE PROTECTION (TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION).

TRACT "M" – COMMON AREA "C" IS HEREBY BEING RETAINED BY THE OWNER DEVELOPER FOR THE PROPERTY OWNERS ASSOCIATION AS A PRIVATE ROADWAY EASEMENT, PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT (TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION)

TRACT "N" IS HEREBY DEDICATED TO THE CITY OF FLAGSTAFF.

IN WITNESS WHEREOF: MIRAMONTE AT FOREST SPRINGS LLC., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT ____________ ARIZONA, THIS _____ DAY OF ______________, 20____,

BY: ________________________________
CHRIS KEMMERLY (MANAGING MANAGER)

ACKNOWLEDGMENT:

STATE OF ARIZONA } SS.
COUNTY OF COCONINO }

ON THIS THE ______ DAY OF ______________ 20____ BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, CHRIS KEMMERLY, MANAGING MEMBER OF MIRAMONTE HOMES, WHO ACKNOWLEDGED BY SELF TO REPRESENT MIRAMONTE AT FOREST SPRINGS LLC., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

____
NOTARY PUBLIC

MY COMMISSION EXPIRES ____________________

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ALL BUILDING CONSTRUCTION, INCLUDING ACCESSORY BUILDINGS, SHALL BE LIMITED TO A SPECIFIC DEVELOPMENT ENVELOPE FOR EACH LOT AS SHOWN HEREON AND THIS BUILDABLE AREA IS LIMITED TO SETBACKS SHOWN.

ALL ON-LOT AREAS NOT DESIGNATED AS DEVELOPMENT ENVELOPES ARE TO BE MAINTAINED AS PERPETUAL RESOURCE PROTECTION EASEMENTS AND BUFFERYARDS TO BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS (SEE SHEET 3 OF 3 FOR INDIVIDUAL DEVELOPMENT ENVELOPES).

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) – SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ORDINANCE NO. 2007-13.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

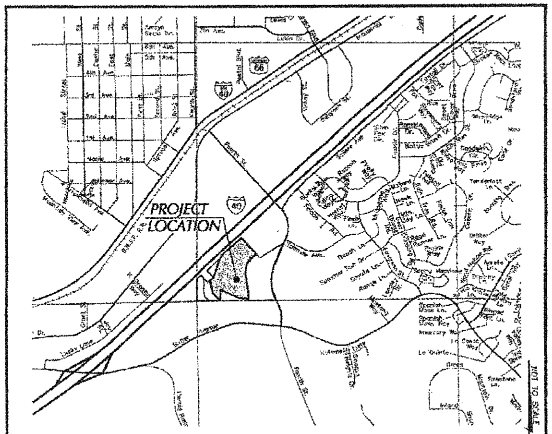
THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED OR ENCROACHED UPON. ADDITIONALLY, THE BUILDING/STRUCTURE SHALL COMPLY WITH ALL CITY OF FLAGSTAFF REQUIREMENTS REGARDING THE LOCATION, SIZE AND CONSTRUCTION FOR SUCH BUILDING/STRUCTURE.

THE FLOOD HAZARD BOUNDARIES IDENTIFIED ON THIS PLAT ARE APPROXIMATE PER F.I.R.M. MAP 04005C6825G, REVISION DATE SEPT. 3, 2010. BECAUSE FLOOD HAZARD BOUNDARIES MAY BE REVISED PERIODICALLY, THE MOST RECENT FLOOD HAZARD MAP FOR THIS AREA SHOULD BE REVIEWED TO DETERMINE THE EXACT LIMITS AND SEVERITY OF POTENTIAL FLOODING ON THESE LOTS. FLOOD HAZARD MAPS AND THE REQUIREMENTS FOR CONSTRUCTION WITHIN FLOOD HAZARD AREAS CAN BE OBTAINED FROM THE CITY OF FLAGSTAFF.

FINAL PLAT OF FOREST SPRINGS TOWNHOMES UNIT 2

TRACT "A" OF FOREST SPRINGS TOWNHOMES
UNIT 1, CASE 9, MAP 92
LOCATED IN THE SW 1/4 OF SECTION 13,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



VICINITY MAP
N.T.S.

CITY OF FLAGSTAFF:
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

________ DAY OF ____________ 20____

BY: ________________________________ MAYOR

ATTEST: ________________________________ CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED BY THE CITY ENGINEER and THE PLANNING DIRECTOR, CITY OF FLAGSTAFF, COCONINO COUNTY ARIZONA ON THE

________ DAY OF ____________ 20____

BY: ________________________________ CITY ENGINEER

BY: ________________________________ PLANNING DIRECTOR

UTILITY COMPANY ACKNOWLEDGMENT

________________________________ ________
UNISOURCE ENERGY DATE

________________________________ ________
CENTURYLINK DATE

________________________________ ________
ARIZONA PUBLIC SERVICE DATE

________________________________ ________
SUDDENLINK DATE

MR ZONING STANDARDS

FRONT SETBACK: 2ND FLOOR & BELOW = 10' ABOVE 2ND FLOOR = 15'
SIDE SETBACK: 5'
REAR SETBACK: 15'
MAXIMUM BUILDING HEIGHT: 35' (MAX)
BUILDING COVERAGE: 40% (MAX)

TOWNHOUSE BUILDING TYPE STANDARDS

MINIMUM LOT AREA: 1,440 S.F.
MINIMUM LOT WIDTH: 18'
MINIMUM LOT DEPTH: 80'
PRIVATE OPEN SPACE AREA: 15% OF LOT AREA
PRIVATE OPEN SPACE WIDTH: 10' (MIN)
PRIVATE OPEN SPACE DEPTH: 10' (MIN)
MAIN BODY WIDTH: 18' (MIN) - 36' (MAX) / UNIT
MAXIMUM BUILDING HEIGHT: 35'

PROJECT INFORMATION

SUBDIVISION NAME: FOREST SPRINGS TOWNHOMES UNIT 2
LEGAL DESCRIPTION: TRACT "A" OF FOREST SPRINGS TOWNHOMES UNIT 1
PROJECT LOCATION: 815 N. FLOWING SPRINGS TR.
ZONING: MR
APN NUMBER: 107-44-055
ACREAGE: 15.0714 ±
DENSITY: 4.64 UNITS / ACRE
NUMBER OF LOTS: 70
OWNER/DEVELOPER: MIRAMONTE AT FOREST SPRINGS, LLC. 2492 E. RIVER RD., SUITE 100 TUCSON, AZ 85718 (520) 615-8900

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FEMA ZONE "X"

C.C.& R.'s

UNIT 2 HOME OWNERS WILL BE INCORPORATED INTO THE UNIT 1 HOME OWNERS ASSOCIATION, C.C.&R. INSTRUMENT No. 3475005 RECORDS OF COCONINO COUNTY

PRIVATE ROADWAY NOTE

ALL NEW ROADWAYS WITHIN THE SUBDIVISION SHALL BE PRIVATE ROADWAYS, OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. THE ROADS WILL BE LOCATED IN TRACT "M" (COMMON AREA "C") WHICH IS A PRIVATE ROADWAY EASEMENT, A PUBLIC UTILITY EASEMENT AND A PUBLIC ACCESS EASEMENT.

CIVIL ENGINEER OF SUBDIVISION

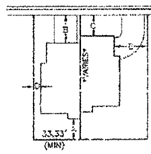
THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC. 411 W. SANTA FE AVE, FLAGSTAFF, AZ 86001 MR. ROBERT C. NIFFELLINER (CERTIFICATE NO. 22190)

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.
THIS ADEQUATE WATER SUPPLY NOTE HAS BEEN ADDED TO THIS FINAL PLAT AS A REQUIREMENT OF THE CITY OF FLAGSTAFF. MOGOLLON ENGINEERING and SURVEYING, INC DOES NOT GUARANTEE, WARRANTEE OR CERTIFY ANY INFORMATION IN THIS APPLICATION No. 41-900002.0002.

INDEX TO SHEETS

1 COVER SHEET
2 SUBDIVISION BOUNDARY
3 BEARINGS AND DISTANCES



A	15.0'	MIN ALL LOTS	
B	20.0'	MIN ALL LOTS	FRONT ENTRY GARAGE
C	15.0'	MIN ALL LOTS	SIDE ENTRY GARAGE
D	5.0'	MIN ALL LOTS	
E	20.0'	MIN ALL LOTS	

TYPICAL UNIT AND SETBACKS
N.T.S.

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED AND PREPARED BY ME AND THAT IS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SHEET NO. 1 OF 3

COF DRD # 01-235

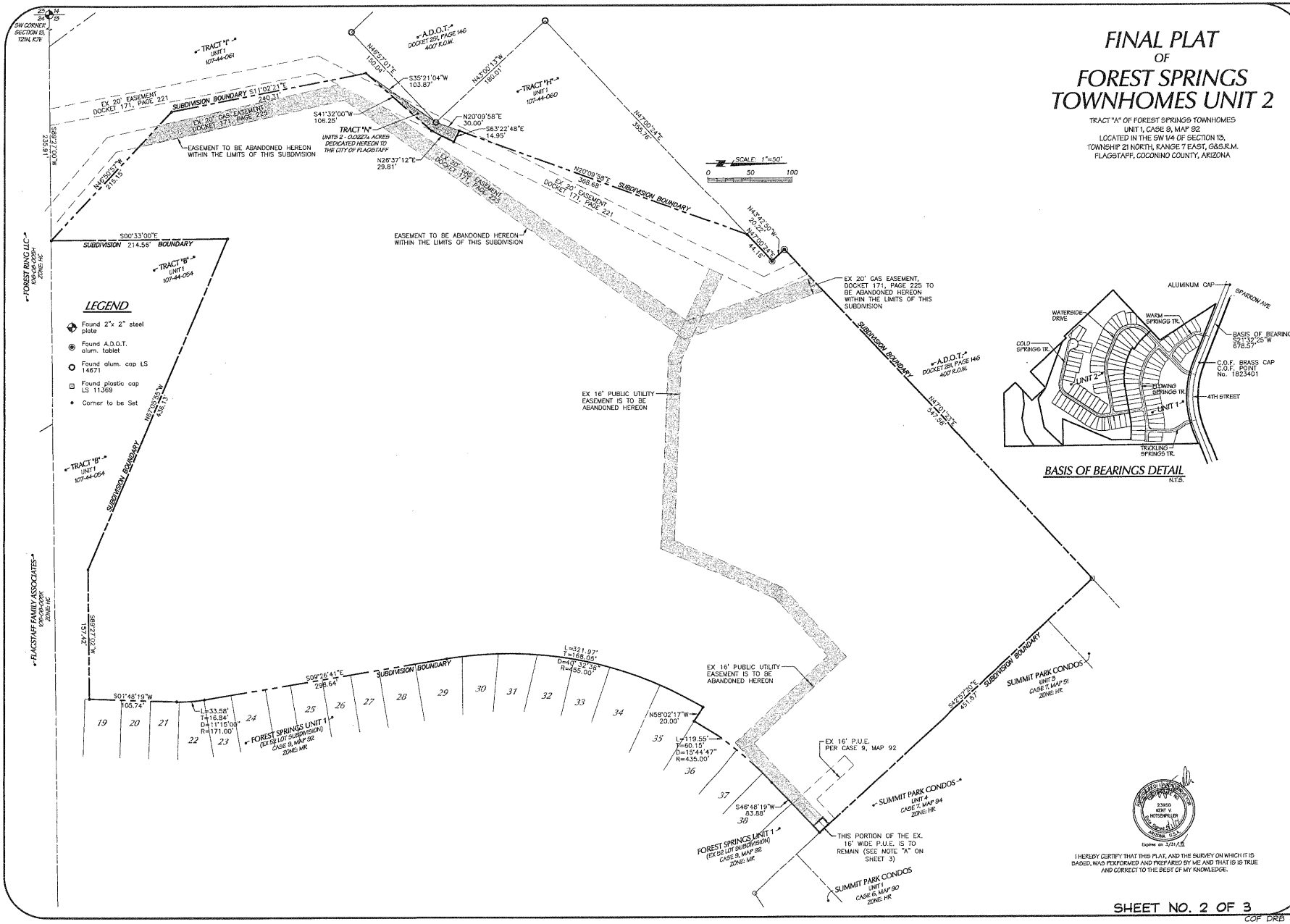
FOREST SPRINGS TOWNHOMES UNIT 2
FINAL PLAT - COVER SHEET
5/1/14
MES# 13030

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue, Flagstaff, AZ 86001
P.O. Box 1183, Flagstaff, AZ 86002
Phone 928-214-0214 • Fax 928-773-1835

DATE	DESIGNED BY	DRAWN BY	CHECKED BY	PROJECT NO.	VERT SCALE	HOR SCALE	REVISIONS
5/1/14	MHE	MHE	KVH	13030	N/A	N/A	

FINAL PLAT
OF
FOREST SPRINGS TOWNHOMES UNIT 2

TRACT "A" OF FOREST SPRINGS TOWNHOMES
UNIT 1, CASE 9, MAP 92
LOCATED IN THE SW 1/4 OF SECTION 13,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



BASIS OF BEARINGS DETAIL
N.T.S.

23350 HENRY V. HOTSENPILLER Registered Professional Land Surveyor ARIZONA, U.S.A. Expires on 3/31/15

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED AND PREPARED BY ME AND THAT IS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SHEET NO. 2 OF 3

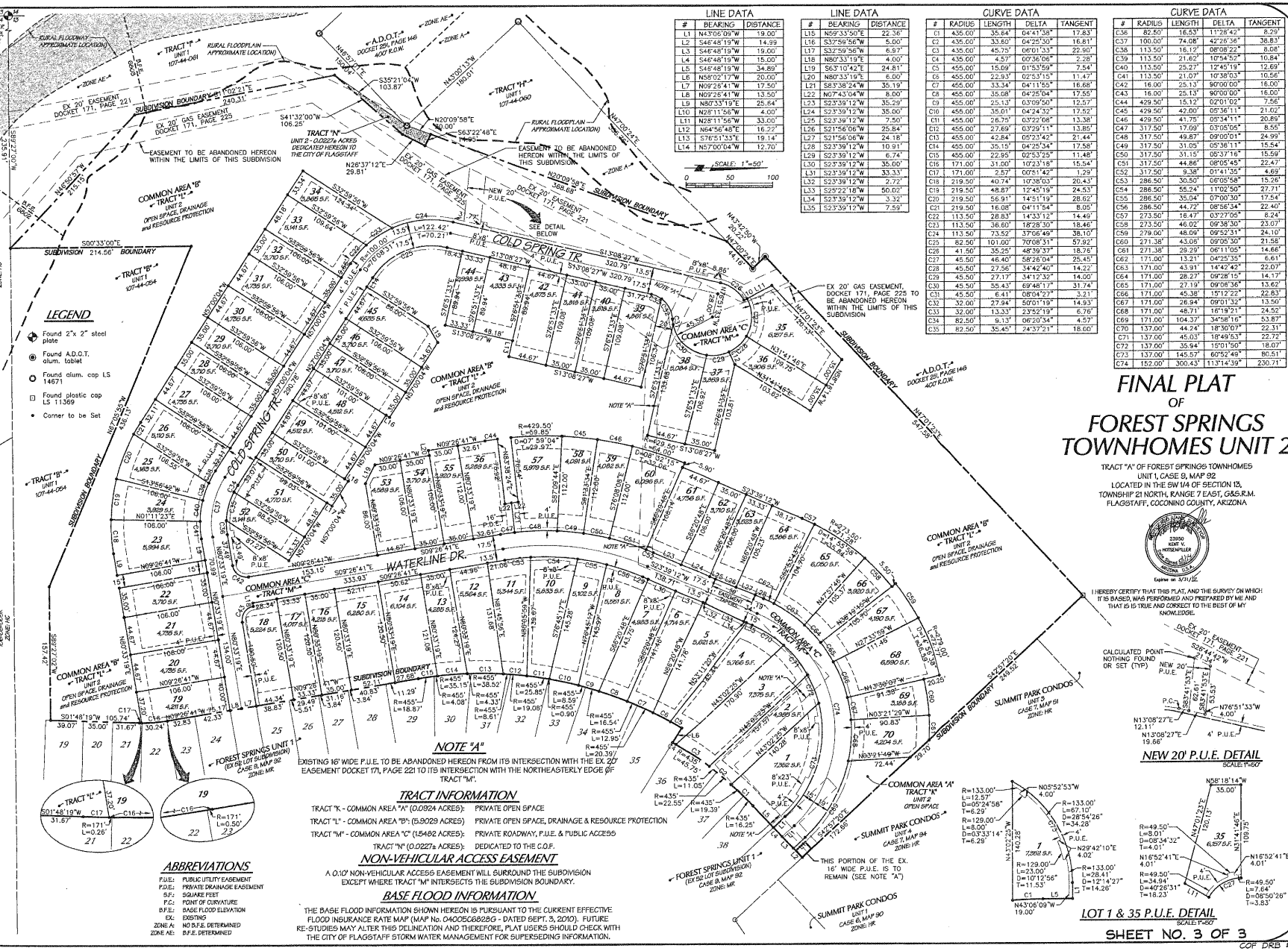
COF DRB # 01-238

Mogollon Engineering & Surveying
411 W Santa Fe Avenue, Flagstaff, AZ. 86001
Phone: 928-214-0211 Fax: 928-440-0015

FOREST SPRINGS TOWNHOMES
UNIT 2
FINAL PLAT - SUBDIVISION BOUNDARY

5/1/14
MES# 13050

DATE 5/1/14 | PROJECT NO. 13050 | REVISIONS
DESIGNED BY: TWE | Ph: SHEET 2 Dwg.
DRAWN BY: TWE | VERT. SCALE: N/A
CHECKED BY: CJ/JPW | HOR. SCALE: N/A



LEGEND

- Found 2"x 2" steel plate
- Found A.D.O.T. alum. tablet
- Found alum. cap LS 14671
- Found plastic cap LS 11369
- Corner to be Set

LINE DATA

#	BEARING	DISTANCE
L1	N43°06'09"W	19.00'
L2	S46°48'19"W	14.99
L3	S46°48'19"W	19.00'
L4	S46°48'19"W	15.00'
L5	S46°48'19"W	34.89'
L6	N58°02'17"W	20.00'
L7	N09°26'41"W	17.50'
L8	N09°26'41"W	13.50'
L9	N80°33'19"E	25.84'
L10	N28°11'56"W	4.00'
L11	N28°11'56"W	33.00'
L12	N64°56'48"E	16.22'
L13	S76°51'33"E	19.14'
L14	N57°00'04"W	12.70

LINE DATA

#	BEARING	DISTANCE
L15	N59°33'50"E	22.36'
L16	S37°59'56"W	5.00'
L17	S37°59'56"W	6.97'
L18	N80°33'19"E	4.00'
L19	S63°10'42"E	24.81'
L20	N80°33'19"E	6.00'
L21	S83°38'24"W	35.19'
L22	N07°43'04"W	8.00'
L23	S23°39'12"W	35.29'
L24	S23°39'12"W	35.00'
L25	S23°39'12"W	7.50'
L26	S21°56'06"W	25.84'
L27	S21°56'06"W	24.18'
L28	S23°39'12"W	10.91'
L29	S23°39'12"W	6.74'
L30	S23°39'12"W	35.00'
L31	S23°39'12"W	33.33'
L32	S23°39'12"W	2.72'
L33	S25°22'18"W	50.02'
L34	S23°39'12"W	3.32'
L35	S23°39'12"W	7.59'

CURVE DATA

#	RADIUS	LENGTH	DELTA	TANGENT
C1	435.00'	35.64'	04°41'38"	17.83'
C2	435.00'	33.60'	04°25'30"	16.81'
C3	435.00'	45.75'	06°01'33"	22.90'
C4	435.00'	4.57'	00°36'06"	2.28'
C5	455.00'	15.09'	01°53'59"	7.54'
C6	455.00'	22.93'	02°53'15"	11.47'
C7	455.00'	33.34'	04°11'55"	16.68'
C8	455.00'	35.08'	04°25'04"	17.55'
C9	455.00'	25.13'	03°09'50"	12.57'
C10	455.00'	35.01'	04°24'32"	17.52'
C11	455.00'	26.75'	03°22'08"	13.38'
C12	455.00'	27.69'	03°29'11"	13.85'
C13	455.00'	42.84'	05°23'42"	21.44'
C14	455.00'	35.15'	04°25'34"	17.58'
C15	455.00'	22.95'	02°53'25"	11.48'
C16	171.00'	31.00'	10°23'18"	15.54'
C17	171.00'	2.57'	00°51'42"	1.29'
C18	219.50'	40.74'	10°38'03"	20.43'
C19	219.50'	48.87'	12°45'19"	24.53'
C20	219.50'	56.91'	14°51'19"	28.62'
C21	219.50'	16.08'	04°11'54"	8.05'
C22	113.50'	28.83'	14°33'12"	14.49'
C23	113.50'	36.60'	18°28'30"	18.46'
C24	113.50'	73.52'	37°06'49"	38.10'
C25	82.50'	101.00'	70°08'31"	57.92'
C26	41.50'	35.25'	48°39'37"	18.78'
C27	45.50'	46.40'	58°26'04"	25.45'
C28	45.50'	27.56'	34°42'40"	14.22'
C29	45.50'	27.17'	34°12'32"	14.00'
C30	45.50'	55.43'	69°46'17"	31.74'
C31	45.50'	6.41'	08°04'27"	3.21'
C32	32.00'	27.94'	50°01'19"	14.93'
C33	32.00'	13.33'	23°52'19"	6.76'
C34	82.50'	9.13'	06°20'34"	4.57'
C35	82.50'	35.45'	24°37'21"	18.00'

CURVE DATA

#	RADIUS	LENGTH	DELTA	TANGENT
C36	82.50'	16.53'	11°28'42"	8.29'
C37	100.00'	74.08'	42°28'36"	38.83'
C38	113.50'	16.12'	08°08'22"	8.08'
C39	113.50'	21.62'	10°54'52"	10.84'
C40	113.50'	25.27'	12°45'19"	12.69'
C41	113.50'	21.07'	10°38'03"	10.56'
C42	16.00'	25.13'	90°00'00"	16.00'
C43	16.00'	25.13'	90°00'00"	16.00'
C44	429.50'	15.12'	02°01'02"	7.56'
C45	429.50'	42.00'	05°36'11"	21.02'
C46	429.50'	41.75'	05°34'11"	20.89'
C47	317.50'	17.09'	03°05'05"	8.55'
C48	317.50'	49.87'	09°00'01"	24.99'
C49	317.50'	31.05'	05°36'11"	15.54'
C50	317.50'	31.15'	05°37'16"	15.59'
C51	317.50'	44.86'	08°05'45"	22.47'
C52	317.50'	9.38'	01°41'35"	4.69'
C53	286.50'	30.50'	06°05'58"	15.26'
C54	286.50'	55.24'	11°02'50"	27.71'
C55	286.50'	35.04'	07°00'30"	17.54'
C56	286.50'	44.72'	08°56'34"	22.40'
C57	273.50'	16.47'	03°27'05"	8.24'
C58	273.50'	46.02'	09°38'30"	23.07'
C59	279.00'	48.09'	09°52'31"	24.10'
C60	271.38'	43.06'	09°05'30"	21.58'
C61	271.38'	29.29'	06°11'05"	14.66'
C62	171.00'	13.21'	04°25'35"	6.61'
C63	171.00'	43.91'	14°42'42"	22.07'
C64	171.00'	28.27'	09°28'15"	14.17'
C65	171.00'	27.19'	09°06'36"	13.62'
C66	171.00'	45.38'	15°12'22"	22.83'
C67	171.00'	26.94'	09°01'32"	13.50'
C68	171.00'	48.71'	16°19'21"	24.52'
C69	171.00'	104.37'	34°58'16"	53.87'
C70	137.00'	44.24'	18°30'07"	22.31'
C71	137.00'	45.03'	18°49'53"	22.72'
C72	137.00'	35.94'	15°01'50"	18.07'
C73	137.00'	145.57'	60°52'49"	80.51'
C74	152.00'	300.43'	113°14'39"	230.71'

FINAL PLAT OF FOREST SPRINGS TOWNHOMES UNIT 2

TRACT "A" OF FOREST SPRINGS TOWNHOMES UNIT 1, CASE 9, MAP 92
LOCATED IN THE SW 1/4 OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

23950 KENT W. PATTENPALLER ARIZONA U.S.A. Expires on: 3/31/15

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED AND PREPARED BY ME AND THAT IS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE "A"

EXISTING 16' WIDE P.U.E. TO BE ABANDONED HEREON FROM ITS INTERSECTION WITH THE EX. 20' EASEMENT" DOCKET 171, PAGE 221 TO ITS INTERSECTION WITH THE NORTHEASTERLY EDGE OF TRACT "M".

TRACT INFORMATION

TRACT "K" - COMMON AREA "A" (0.0924 ACRES):	PRIVATE OPEN SPACE
TRACT "L" - COMMON AREA "B" (5.9029 ACRES)	PRIVATE OPEN SPACE, DRAINAGE & RESOURCE PROTECTION
TRACT "M" - COMMON AREA "C" (1.5462 ACRES):	PRIVATE ROADWAY, P.U.E. & PUBLIC ACCESS
TRACT "N" (0.0227± ACRES):	DEDICATED TO THE C.O.F.

NON-VEHICULAR ACCESS EASEMENT

A 0.10' NON-VEHICULAR ACCESS EASEMENT WILL SURROUND THE SUBDIVISION EXCEPT WHERE TRACT "M" INTERSECTS THE SUBDIVISION BOUNDARY.

BASE FLOOD INFORMATION

THE BASE FLOOD INFORMATION SHOWN HEREON IS PURSUANT TO THE CURRENT EFFECTIVE FLOOD INSURANCE RATE MAP (MAP No. 04005C6822G - DATED SEPT. 3, 2010). FUTURE RE-STUDIES MAY ALTER THIS DELINEATION AND THEREFORE, PLAT USERS SHOULD CHECK WITH THE CITY OF FLAGSTAFF STORM WATER MANAGEMENT FOR SUPERSEDING INFORMATION.

ABBREVIATIONS

P.U.E.:	PUBLIC UTILITY EASEMENT
P.D.E.:	PRIVATE DRAINAGE EASEMENT
S.F.:	SQUARE FEET
P.C.:	POINT OF CURVATURE
B.F.E.:	BASE FLOOD ELEVATION
EX.:	EXISTING
ZONE A:	NO B.F.E. DETERMINED
ZONE AE:	B.F.E. DETERMINED

NEW 20' P.U.E. DETAIL

SCALE: 1"=50'

LOT 1 & 35 P.U.E. DETAIL

SCALE: 1"=50'

SHEET NO. 3 OF 3

COF DRB # 01-238

Mogollon Inc ENGINEERING & SURVEYING
401 N. Grove, Ste. Avenue, Flagstaff, AZ. 86001
Fax: 928-214-0214 • Fax: 928-913-0215
Phone: 928-214-0214 • Fax: 928-913-0215

FOREST SPRINGS TOWNHOMES UNIT 2
FINAL PLAT - BEARINGS AND DISTANCES
5/1/14 MES#13030

DATE: 5/1/14	REVISIONS
PROJECT NO: D030	
DESIGNED BY: THE	
PM: ARCTOR DWG.	
DRAWN BY: THE	
CHECKED BY: KWH-PW	HOR. SCALE: N/A
	VERT. SCALE: N/A

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ryan Roberts, Utilities Engineering Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of Contract: Sinclair Wash Sewer Interceptor Replacement Project ***(Approve contract with Eagle Mountain Construction, Inc. for Sinclair Wash Sewer Interceptor Replacement Project).***

RECOMMENDED ACTION:

1) Award the construction contract to Eagle Mountain Construction, Inc. of Flagstaff, Arizona in the total award amount of $186,500.00 which includes $28,120.00 in contract allowance. The contract period is 60 calendar days; and
2) Authorize Change Order Authority to the City Manager in the amount of $10,000.00 (6% of the bid contract amount, less contract allowance) for unanticipated additional costs; and
3) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Awarding the contract will authorize the construction of the Sinclair Wash Sewer Interceptor Replacement Project in accordance with the approved public improvements construction plans prepared by Woodson Engineering, Inc

Financial Impact:

The Sinclair Wash Sewer Interceptor Replacement Project is funded by the total budget appropriation of $200,000 (FY14 and FY15 budget Annual Sewer Replacement Program Account #201-08-375-3220-0-4463).

Connection to Council Goal:

Repair, replace, maintain infrastructure (streets & utilities).

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Approve the award as recommended.
2) Reject the approval of the award and direct staff to re-advertise the project. This option would delay the construction start date and cause the work to be deferred until 2015.

Background/History:

The bid solicitations were published two times, May 7 and 14, 2014 and a public pre-bid meeting was held on May 14, 2014. Four bids were received on May 21, 2014 at the office of the City Purchasing Agent. A summary of the bids received are attached for your review.

Key Considerations:

The scope of the project includes replacement of an existing 30" sewer interceptor line with associated manhole sections along the Sinclair Wash underneath San Francisco Street on Northern Arizona University campus. The Utilities Department has hired Woodson Engineering to research the failure of this sewer interceptor.

Construction impacts will be minimal (No traffic impacts or lane closures) as the replacement work lies entirely within the Sinclair Wash drainageway. This project has been discussed and coordinated with Northern Arizona University Facilities Services to minimize construction impacts to the University campus operations. Coordination with Northern Arizona Facilities Management will continue to be made for access to sewer manholes for sewer pump around connections.

Expanded Financial Considerations:

Project expenditures will be funded by the current total budget appropriation of $200,000 from the Utilities Sewer Replacement program (Account # 201-08-375-3220-0-4463).

Community Benefits and Considerations:

The project will replace an existing 30" sewer line that is damaged. The project will eliminate a sewer line back up condition and potential sanitary sewer overflow condition that exists within this area of the sewer system.

Community Involvement:

The City has contacted Northern Arizona University (NAU) to facilitate the sewer line and manhole replacement. Construction progress up-dates will be provided to NAU facilities services administration on the progress of the project.

Expanded Options and Alternatives:

1. Approve the award as recommended.
2. Reject approval of the award. This option would delay the construction start and cause the work to be deferred until 2015 and risk potential sanitary sewer overflow events occurring.

Attachments: Sinclair Sewer Bid Results
Construction Contract
Location Map

CITY OF FLAGSTAFF BID TABULATION

DATE: 05/21/2014 **BID/PROJECT NO:** 2014-76 **BID/PROJECT NAME:** Sinclair Wash Sewer Interceptor

CONDUCTED BY: Patrick Brown **ANTICIPATED COUNCIL AWARD DATE:**

WITNESS: Di Ann Butkay **ENGINEERS ESTIMATE:** $

VENDOR	BOND	ADDENDUM 1	2	3	1 Bid Pkg Acknowledge	2 Base	3 Sewer By Pass	4	5	DEL
T & T Construction	✓	✓	✓	✓	✓	315703	51372			
Redpoint	✓	✓	✓	✓	✓	155700	21100			
McDonald Bros Construction	✓	✓	✓	✓	✓	176287	19272			
Eagle Mountain Construction	✓	✓	✓	✓	✓	149080	9300			

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
and
Eagle Mountain Construction Company

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 ("Owner") and Eagle Mountain Construction, Inc. ("Contractor"), an Arizona registered trade name with offices at 3100 N. Caden Ct., Flagstaff, 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 **Sinclair Wash Sewer Interceptor Replacement Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The 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 ("Flagstaff Addendum to MAG")	Exhibit A
2.1.2 Special Provisions	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$186,500.00** 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 (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to 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 **sixty (60) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials, which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition, which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. City retains the right to declare a winter shutdown when, in the opinion of the City, it would be unreasonable to continue work due to adverse weather conditions. The winter shutdown determination is at the sole discretion of the City. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost

associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. Notwithstanding the Owner's consent to assignment, Contractor as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms and conditions of this contract.

13. 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
Flagstaff, AZ 86001

If to Contractor:
Marco Spagnuolo, CEO
3100 N. Caden Ct.
Flagstaff, AZ 86004

14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. 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 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination.

16. 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 intentional 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 therefrom, 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.

17. 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.

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

19. 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.

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

29. 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.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Kevin Burke, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

Contractor

Signature

Printed Name

DESIGN

San Francisco Street
EXISTING MANHOLE
NEW MANHOLE
NEW HDPE PIPE
E McConnell Dr
NAU Dome

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Randy Whitaker, Project Manager
Date:	06/09/2014
Meeting Date:	06/17/2014

TITLE:

Consideration and Approval of Engineering Design Professional Services Contract: Butler Avenue Traffic Signal Control System ***(Approve agreement with Lee Engineering, LLC in the amount of $99,660.00).***

RECOMMENDED ACTION:

1) Award the Engineering Design Professional Services Contract to Lee Engineering, LLC of Phoenix, Arizona in an amount not to exceed $99,660.00, including a $4,983.00 contract allowance and a calendar day contract period of 357 days; and
2) Approve Change Order Authority to the City Manager in the amount of $9,966.00 (10% of contract amount excluding allowance) for unanticipated or additional items of work; and
3) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Provide Engineering design services for the Butler Avenue Traffic Signal Control System.

Financial Impact:

The project cost including staff time, design and construction is estimated to be $450,000. The project is identified in the Community Development Division, Transportation Capital Improvement Program (Account #040-05-112-3055-6-4445), Project Number 925001, ST3355A.

Connection to Council Goal:

Maintain and deliver quality, reliable infrastructure.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

A) Approve the Award as recommended
Pros: This top priority traffic signal coordination project will proceed
Cons: Transportation Tax Traffic Flow and Safety Improvements Program Funds would not be available for lower priority needs

B) Amend the Award Scope/Fee
Pros: Cannot be determined without knowing amendment
Cons: Additional staff time to discuss with Consultant

C) Reject the Award

Pros: This option would have the effect of being able to use funds for other signal improvements
Cons: Signals on Butler Avenue would not be coordinated

Background/History:

A Request for Statements of Qualifications (RSOQ) for professional services was advertised on March 9 & 16, 2014. The City also directly notified several firms that specialize in traffic engineering. A Pre-Submittal Meeting was held on March 25, 2014 where four design firms were in attendance. Statements of Qualifications (SOQ) were due on April 7, 2014 and only one SOQ was received, from Lee Engineering, LLC. The SOQ was evaluated by a committee of 6 members, and it was determined that the SOQ was most qualified.

Butler Avenue is the only local east-west arterial corridor south of the railroad tracks and future growth in traffic volume is anticipated. This project consists of installing signal control technologies at six signalized intersections along Butler Avenue at the following intersections (see attached vicinity map):

- *Beaver*
- *San Francisco*
- *Lone Tree*
- *Sawmill*
- *Babbitt*
- *Ponderosa Parkway*

The goal of this project is to apply advanced signal control technology to improve the safety and efficiency of the signal system along Butler Avenue. Safety is improved due to improved flow and reducing the number of stops required. Efficiency is gained due to maximization of signal green time and through synchronization of all signals in the corridor.

Advanced Signal Control Technology receives field data in real-time and, through well-engineered signal timing, adjusts red and green times of all signals in the system based on actual field conditions. In contrast, Legacy Systems adjust red and green times based on predetermined time of day settings. In other communities, Advanced Signal Control Technology has proven to improve the quality of service that travelers experience through less delay, moving traffic more smoothly through the network. According to the FHWA these types of systems improve travel times by 10%-50% based on how outdated the existing timing plans are.

Key Considerations:

The project will not require additional right-of-way or change the existing configuration of the intersections.

There is existing signal communication conduit between the signals from Milton to Sawmill – 4700 linear feet.

There is no existing signal communication conduit from Sawmill to Ponderosa Parkway – 3800 linear feet.

Once the system is installed, it is planned to have an evaluation process to measure before and after Butler Avenue travel times, as well as other to-be-determined measures of effectiveness. These results will be reported and used to help determine future expansions of this type of signal system, which would benefit other city corridors.

Expanded Financial Considerations:

The Adaptive Signal Control Technology chosen and monitoring capabilities can be very sophisticated or relatively simple. The specific project design (concept of operation) will be established through two workshops and an implementation plan will be established by staff as constrained by our construction budget of approximately $300,000.

Community Benefits and Considerations:

System will reduce the number of stops and improve travel times along Butler Avenue.

Community Involvement:

Empower - Traffic signal coordination was approved by voters through passing of Proposition 403 (Traffic Flow and Safety Improvements - 0.186% Transportation Tax).

Consult - Citizen Survey and FMPO Trip Diary Survey regularly indicate the need to improve traffic signal coordination and overall congestion.

Inform - The scope of work for the design includes informational public meetings (Bicycle & Pedestrian Advisory Committees and the Transportation Commission).

Attachments: Service Agreement
Vicinty Map
Exhibit A - Lee Engineering Scope 5-23-14
Exhibit B -Fee Schedule 5-23-14

SERVICE AGREEMENT
FOR
TRAFFIC SIGNAL CONTROL SYSTEM DESIGN

CITY OF FLAGSTAFF
And

LEE ENGINEERING, LLC

This Agreement for the Traffic Signal Control System Design ("Agreement") is made by and between the City of Flagstaff ("City"), an Arizona municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona 86001 and Lee Engineering, LLC, an Arizona limited liability company with offices at 3610 North 44th Street, Suite 100, Phoenix, Arizona ("Provider"), effective as of the date written below.

RECITALS

A. The City desires to enter into this Agreement in order to obtain services of a consultant for the Traffic Signal Control System Design Project, as outlined in the Scope of Work/Specifications section of the RSOQ document; and

B. Provider has available and offers to provide the personnel necessary to provide said services within the required time in accordance with the Scope of Services included in this Agreement; and

C. The following exhibits are incorporated by reference and are expressly made a part of this Agreement:

Scope of Work	Exhibit A
Fee Schedule	Exhibit B

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the City and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

1.1 Provider agrees to provide the services as set forth in detail in Exhibit "A" attached and incorporated in this Agreement.

1.2 Provider warrants that all materials, services or construction delivered under the Agreement shall conform to the specifications of the Agreement. The City's receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Provider or the rights of the City under the foregoing warranty.

1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Agreement are the sole property of the City and shall not be used or released by Provider or any other person except with prior written permission of the City.

2. COMPENSATION OF PROVIDER

Provider agrees to provide all of the services set forth in Exhibit "A" for prices not to exceed the amounts set forth in the fee/price schedule, attached as Exhibit "B".

3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 **Independent Contractor**. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for, and in full control of, the work of all such personnel.

3.3 Reports to the City. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City and the right of the City to audit Provider's records.

3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

3.5 Completeness and Accuracy of Provider's Work. The Provider shall be responsible for the completeness and accuracy of Provider's work, plans, supporting data, and Special Provisions prepared or compiled under Provider's obligations for this project and shall correct, at Provider's expense, all errors or omissions therein.

3.5.1 All documents prepared by the design professional shall bear the stamp or seal of the design professional. All preparation of technical and related documents shall be completed in accordance with the prevailing Arizona law and services performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

3.5.2 Correction of errors or omissions disclosed and determined to exist by the City during the completion of the project shall be accomplished by the Provider. The costs that become necessary to correct those errors attributable to the Provider and any expense incurred by the City as a result of additional completion costs caused by such errors shall be chargeable to the Provider. The fact that the City has accepted or approved the Provider's work shall in no way relieve the Provider of any of Provider's responsibilities or professional liability. Should the Provider be contracted to perform construction inspection of the project, Provider shall be responsible for errors and omissions in construction inspection disclosed and determined to exist by the City during and subsequent to the completion of the project. Provider's duty in the construction inspection phase is to assure City that the project is constructed in conformity with detailed plans and specifications and the cost of design necessary to correct errors and omissions in inspection attributable to the Provider and any expense incurred by City as a result of additional construction costs caused by such errors shall be chargeable to the Provider. Acceptance or approval by City of Provider's work shall not relieve Provider of inspection responsibilities or professional liability.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the City's Authorized Representative (Randy Whitaker):	To Provider:
Patrick Brown, C.P.M. Senior Procurement Specialist City of Flagstaff 211 W. Aspen Flagstaff, Arizona 86001	Dave Bruggeman, PE, PTOE Principal Lee Engineering, LLC 3610 North 44th Street, Suite 100 Phoenix, Arizona 85018

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim

processing, investigation and litigation) ("Claims") including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City.

6. INSURANCE

Provider and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the Provider, Provider's agents, representatives, employees or contractors until all of their obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City does not represent or warrant that the minimum limits set forth in this Agreement are sufficient to protect the Provider from liabilities that might arise out of this Agreement, and Provider is free to purchase such additional insurance as Provider may determine is necessary.

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

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

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$500,000
Medical Expense (any one person)	Optional

6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	$1,000,000

6.1.3. Workers' Compensation and Employer's Liability

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

6.1.4. Professional Liability $1,000,000

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

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

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

performed by or on behalf of the Provider, including products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.

6.3.2 The Provider's insurance shall contain broad form contractual liability coverage.

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

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

6.3.5 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3.6 Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.3.7 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Provider for the City.

6.4 **Notice of Cancellation**. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the City. Notices required by this section shall be sent directly to Patrick Brown, Senior Procurement Specialist, City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

6.5 **Acceptability of Insurers**. Provider shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.

6.6 **Verification of Coverage**. The Provider shall furnish the City with certificates of insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

6.6.1 The City must receive and approve all certificates of insurance before the Provider commences work. Each insurance policy required by this Agreement shall be in effect at, or before, commencement of work under this Agreement and shall remain in effect until all Provider's and its subcontractors' obligations under this Agreement have been met. The Provider's failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of this Agreement.

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

6.7 **Subcontractors**. Provider's certificate(s) shall include all subcontractors as additional insureds under its policies, or Provider shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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

7. DEFAULT AND TERMINATION

7.1 **Events of Default Defined**. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the City;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the City;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Unsatisfactory performance as judged by the Contract Administrator;

7.1.2.7 Failure to provide the City, upon request, with adequate assurance of future performance;

7.1.2.8 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; or

7.1.2.9 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 **Remedies**.

7.2.1 Upon the occurrence of any Event of Default, the City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the City may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

7.2.1.3 The right to monetary damages;

7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;

7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the City; and

7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City may elect not to declare an Event of Default a default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the City, and that if the City allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 In the Event of Default by the Provider, the City shall not be liable to Provider for any amount, and Provider may be liable to the City for any and all damages sustained by reason of the default which gave rise to the termination.

7.3 **Right to Offset**. Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the City due to default of Provider, or due to the City's exercise any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before the default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the City the balance upon written demand from the City.

7.4 **Termination for Convenience**. The City reserves the right to terminate, with or without cause, this Agreement upon ten (10) days written notice. The City shall be responsible only for those standard items or services which have been delivered and accepted. If termination occurs under this Section 7.4, the Provider shall be paid fair market value for work completed by Provider as of the date of termination. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the City after costs are claimed and allowed. Provider shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

8. GENERAL PROVISIONS

8.1 **Headings**. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

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

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

8.4 **Severability**. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8.5 **Successors and Assigns**. No right or interest in the Agreement shall be assigned by Provider without prior written permission of the City, and no delegation of any duty of Provider shall be made without prior written permission of the City. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. This Agreement shall extend to and be binding upon the Provider, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Provider shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Provider shall sell its assets.

8.6 **Subcontracts**. No subcontract shall be entered into by Provider with any other party to furnish any service specified in this Agreement without the advance written approval of the City. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Agreement which shall apply with

equal force to the subcontract, as if the subcontractor were the Provider. Provider is responsible for contract performance whether or not subcontractors are used. The City shall not unreasonably withhold approval and shall notify Provider of the City's position within fifteen (15) days of receipt of written notice by Provider. Provider shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

8.7 **Conflict of Interest**. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

8.8 **Authority to Contract**. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

8.9 **Integration.** This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for documents comprising the RFP Package that have been incorporated into this Agreement. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.10 **Non Appropriation**. If the City Council does not appropriate funds to continue this Agreement and pay for charges under this Agreement, the City may terminate this Agreement at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations. The City agrees to give written notice of termination to the Provider at least thirty (30) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice, subject to the availability of funds appropriated and budgeted by the City to fund payments under this Agreement.

8.11 **Non-Discrimination**. Provider shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Provider shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

8.12 **Compliance with Federal Immigration Laws and Regulations**. Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").

8.12.1 A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

8.12.2 The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

8.12.3 The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of Subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

8.12.4 The provisions of this Article must be included in any contract the Provider enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

8.13 **Anti-Trust Violations**. The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Provider. Therefore, to the extent permitted by law, Provider hereby assigns to the City any and all claims for such overcharges as to the goods or services used to fulfill this Agreement.

8.14 **Advertising**. Provider shall not advertise or publish information concerning the Agreement, without the prior written consent of the City.

8.15 **Inspection**. All material, services or construction are subject to final inspection and acceptance by the City. The City may, at reasonable times and at its expense, inspect the plant or place of business of Provider or its subcontractor(s) which is related to the performance of this Agreement. This right of inspection and supervision shall include, but not be limited to the right of the City to audit Provider's records.

8.16 **Force Majeure**. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure.

8.16.1 The term "force majeure" means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions,intervention or unreasonable failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in writing, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

8.16.2 Force majeure shall not include the following occurrences:

8.16.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.

8.16.2.2 Late performance by a Subcontractor unless the delay arises directly out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

8.16.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

9. DURATION

This Agreement shall become effective on and from the date it is executed by the parties, and shall continue for a period of _____, unless sooner terminated as provided in this Agreement. The City reserves the right to unilaterally extend the period of the Agreement for ninety (90) days beyond the stated termination date. The Agreement may be renewed in writing for a supplemental period of up to 1 additional one-year terms. The City Council authorizes the City of Flagstaff Purchasing Director to administratively renew this Agreement for the additional terms specified in this paragraph. Any additional renewals must be approved by the City Council.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

City of Flagstaff	**Lee Engineering, LLC**
_____	_____
Kevin Burke, City Manager	Name
Attest:	_____
	Title
_____	
City Clerk	
Approved as to form:	
_____	
City Attorney	Date of Execution:_____

EXHIBIT A

SCOPE OF WORK

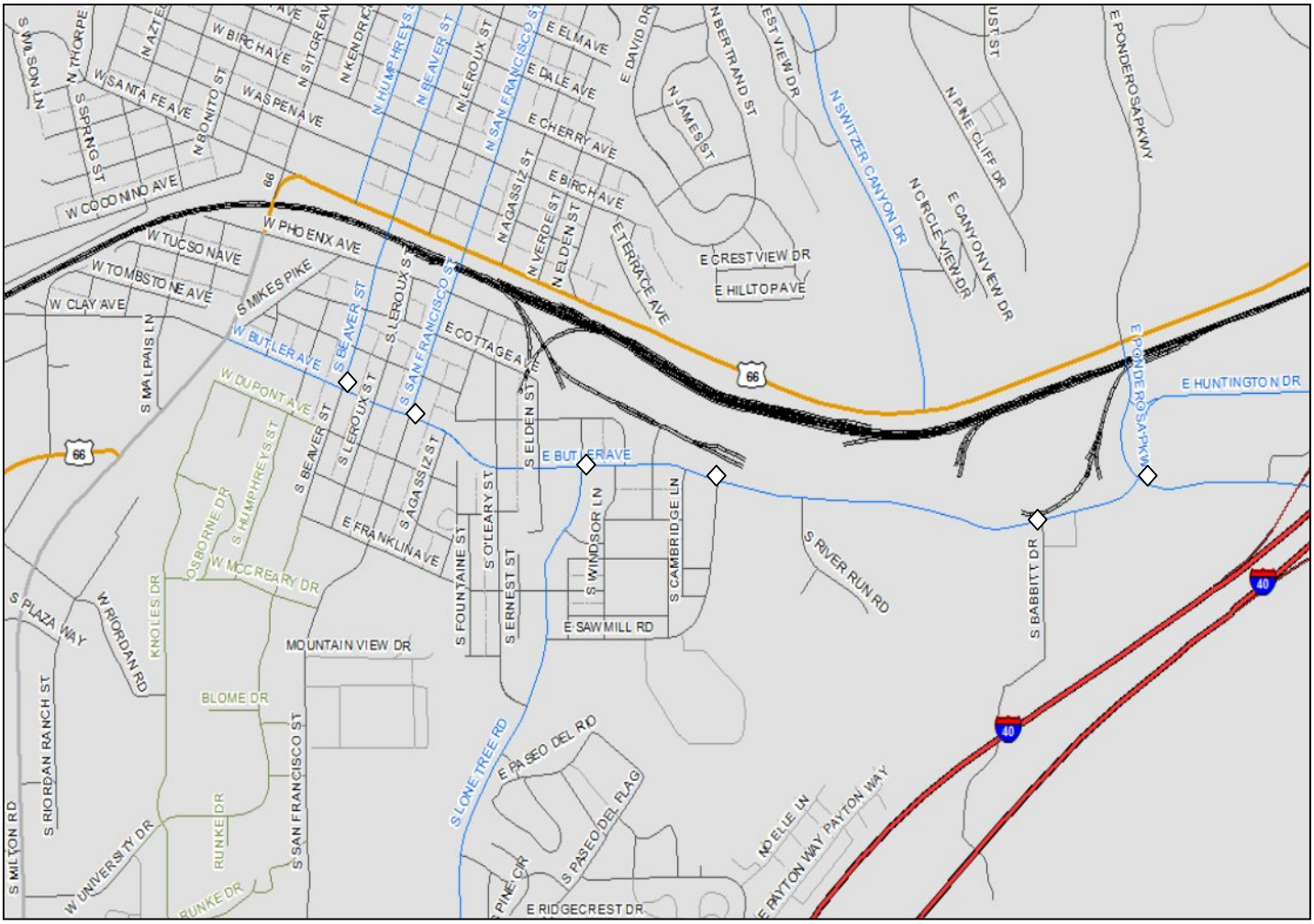
(ATTACHED)

EXHIBIT B

FEE SCHEDULE

(ATTACHED)

Vicinity Map



◇ Signal Locations

3610 NORTH 44TH STREET
SUITE 100
PHOENIX, AZ 85018
TEL 602.618.0406
FAX 602.955.7349
www.LeeEngineering.com
LEE ENGINEERING

May 23, 2014

Mr. Randy Whitaker
Project Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

RE: Proposed Scope and Fee for Professional Services
Traffic Signal Control System - Project No. 925001

Dear Mr. Whitaker:

Pursuant to our May 13 meeting with you and City staff, Lee Engineering respectfully submits this proposed scope of work and fee proposal for your review for subject project.

Kindly review and provide and comments or suggested changes at your convenience, in anticipation of Council action, on June 17.

If you have any questions, seek clarification or otherwise need to contact me, I may be reached at dbrugg@earthlink.net or at (602) 618-0406.

We look forward to working with the City of Flagstaff, and associated staff!

Sincerely,
Lee Engineering, LLC

Dave Bruggeman, PE, PTOE
Principal

TRAFFIC SIGNAL CONTROL SYSTEM
Scope of Work:

The Planning Process:

Inventory:

Inventory of field components, such as controllers (brand/model/firmware), cabinets (type/size), signal and pedestrian displays and detection, existing phasing and timing settings.

Field verification of route and existence of empty interconnect conduit.

Obtain peak period traffic turning movement counts at six signalized intersections as well as 24-hour volume counts, by 15-minute increments, at two locations along the corridor.

Review as-built plans provided by City, and identify any missing components still needed for street, intersection and conduit system plans at and between, and inclusive of the six signals from Beaver Street to Ponderosa/Butler.

Research and collect current information on current state of the art traffic signal systems, for use in presentation in the workshops.

Workshop 1:

Workshop 1 will be conducted with city-identified stakeholders to present the current situation (operational/technology) and present matrices of the various types and configurations of signal systems, following the 2005 FHWA Traffic Control Systems Handbook as a general guide, but offering updated, acknowledging that new system hybrids have been introduced since 2005. Workshop will assume attendees are learning this subject for the first time and will assume no prior understanding. Workshop material will be supplemented by other more recent materials, such as FHWA documents and presentations, vendor information and newer technical reports since the 2005 handbook.

Workshop 2:

Workshop 2 will be conducted to present specific candidate functional elements/features for consideration, in the context of the Flagstaff environment, and to start to separate "must haves" from "would like", and give the opportunity for discussions with staff regarding "could a system give us 'this' capability…?" The goal of the second workshop is to gain consensus on a list of "mandatory needs", "absolutely don't needs", and "ok withs". The goal of Workshop 2 is to determine final system configuration and features, leading to design.

Concept of Operations:

The results of the workshops set the stage for our development of a draft Concept of Operations, conduct a Systems Engineering Analysis (SEA) to confirm conformance to the Statewide ITS Architecture, develop a draft evolution plan for future expansion geographically/agency to agency/and technology, and to evaluate and confirm multi-modal compatibility, operations and maintenance implications, and potential costs. Upon review and revision, based on city reaction to Draft concepts, we will refine these documents and create an Implementation Plan, which will address the steps for making the concept a reality, including identifying initial set-up steps, testing and staff training requirements.

The Design Process:

Plans, Specifications and Estimates:

Based on the agreed to components identified in the Concept of Operations, conduct the design of any conduit, antennas, detection devices, cabling/wire, cabinet replacements/modifications, UPS, control equipment, communications equipment or other system components.

Conduct due diligence by obtaining and confirming existing right-of-way locations and existing utilities from city-furnished plans, and maps from utilities to insure any new field features are confined to within existing city right-of-way and avoid impacts to existing utilities.

Coordinate with CMAR contractor for review of documents as they become available, and the mutual give-and-take process of value engineering built into CMAR would come into play until a refined product, approved by the city, evolves. Insure the necessary components and pieces are accounted fro in the design, to meet the functional goals determined in the Planning Process, be involved in product selections, and protect the city interests with the goal of a fully-functioning turn-key system at the end. Mutually determine the level of detail necessary to provide the CMAR contractor adequate documentation to achieve the project installation and start-up, between city, CMAR and designer.

Develop specifications, or minimum criteria for the various parts and pieces of the agreed to system resulting from the Concept of Operations. This may include control and communications components in the field, and/or computer equipment in an "office" environment, such as at City Hall and/or the signal maintenance shop. In the event some items are determined to be obtained as a procurement, outside of the CMAR process, develop specifications as appropriate, for successful procurement.

Pedestrian and Bicycle Coordination:

Make a presentation to the Bicycle Advisory Committee at one of their first Thursday afternoon meetings, accompanied by a city staffer involved in the project, to brief them on the project's intent, how it benefits the bicycle community, any anticipated impacts, and establish a line of communications between project representatives (city and/or consultant) and the Committee to continue dialog and communication.

Impacts can range from a technical concept of detecting and dealing with bicycles within the framework of signal operations to diversion strategies in the event any physical construction events are planned as a result of system configuration and implementation needs.

Meet with the Flagstaff Pedestrian Advisory Committee to present project intent, impacts to the pedestrian community and project schedule at one of the second Thursday committee meetings. We will establish a line of communications between project representatives (city and/or consultant) and the Committee to continue dialog and communication.

In the event either committee desires a follow-up meeting, one additional meeting per group will be conducted, at no additional cost to the city. Part of the challenge is to convey a technical project without overly scientific language, so that a person outside our technical world can grasp the issues that may be of interest to them.

Implementation Process:

Material Reviews:

Conduct review and first right of approval/rejection of any material submittals related to items not typical of city projects, such as software, computers, communications components, control equipment not typically used by city staff, etc. As part of that process, we will meet with city staff and discuss reasons why items are rejected or requested for modification so staff can apply that education to future expansion of the system.

Implementation Oversight:

Designer shall be involved in field implementation, system set-up, component (detection, communications, computers, software) and system testing (all components linked together in final operational configuration), and initial system settings (based on the traffic data acquired during the Planning Process) to provide a layer of oversight and inspection, to the level city staff is comfortable with.

Testing & Training:

Participate in system training, by attending training to monitor the effectiveness, completeness and to determine if any key elements that occur to us, as experienced system operators, that city staff may not think of. Issues such as creating intersection displays, user rights for modifications, data upload/download, and how to add additional locations to the system tend to be issues an operating agency certainly needs to grasp.

Assist city staff in monitoring and enforcing the final systems test, as well as develop and as-built documentation/plans and any applicable photo log of completed components as supporting documentation.

Project Schedule:

We propose the following project milestone schedule, subject to flexibility as the project progresses, or to meet city schedule points associated with funding:

Planning Process:

Project Start	Week 1
Workshop #1	Week 4
Workshop #2	Week 7
Draft Concept Documents	Week 11
Final Concept Documents	Week 15

Design Process:

Preliminary Design Start	Week 16
Preliminary Design Submittal	Week 28
Final Design Submittal	Week 36

The Implementation Process start will be defined as a new Week 1, to allow adjustment to when the implementation process of a CMAR, contractor, procurement or other varied approach determined during the Concept of Operations begins.

Implementation Process:

Start Eqpt Submittals	New Week 1
Start Field Activities	New Week 2
Complete Field Activities	New Week 10
Complete Inside Systems	New Week 11
Testing Complete	New Week 15

Upon project initiation, Lee Engineering can provide a graphical schedule tied to specific dates, if requested.

Traffic Signal Control System

May 23, 2014

TASK:	Proj Mgr	Sr Proj Engr	Proj Engr	ITS Designer	Clerical	TOTAL
Hourly Rates >>	**$ 225.00**	**$ 225.00**	**$ 123.00**	**$ 158.00**	**$ 76.00**	
Planning Process:						
Inventory	1	20				21
Workshop #1 - Preparation & Presentation	24	8	8		4	44
Workshop #2 - Preparation & Presentation	24	8	8		4	44
Concept of Operations & Systems Engineering Analysis	18		44	10	10	82
Design Process:						
Plans, Specs & Estimates	12	80		80	4	176
Pedestrian & Bicycle Group Coordination	1	20			10	31
Implementation Process:						
Material Reviews	1	2		4		7
Implementation	1	32		16	4	53
Testing & Training	1	16		16	1	34
Project Administration:						
Invoicing, Documentation, QC	6				6	12
Subtotal Hours =	89	186	60	126	43	504
Subtotal Hourly Labor Charges =	$ 20,025.00	$ 41,850.00	$ 7,380.00	$ 19,908.00	$ 3,268.00	**$ 92,431.00**

Reimbursable Meeting Costs:	
Mileage	$ 1,960.00
Reproduction (Workshop Handouts, PS&E Copies)	$ 800.00
Traffic Counts (by TRA)	$ 4,461.44

PROJECT TOTAL (Rounded) = $ 99,660.00

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Planning Development Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of Final Plat A request from TLC PC AZ, LLC., for White Pines Townhomes at Pine Canyon, a 36-unit residential townhouse subdivision and an amended final plat of Mountain Vista Condominium at Pine Canyon. The site is 8.06 acres in size and located at 3002 S. Clubhouse Circle in the Pine Canyon subdivision. The site is zoned R1, Single-Family Residential.

RECOMMENDED ACTION:

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

Policy Decision or Reason for Action:

Title 11: General Plans and Subdivisions, Section 11-20.70.030.F indicates that approval of the final plat receives approval by the City Council provided the Council finds that the Final Plat meets the requirements of the Zoning Code and the Engineering Design Standards and Specifications.

Subsidiary Decisions Points: None

Financial Impact:

No financial liabilities are anticipated by approval of this Final Plat.

Connection to Council Goal:

Effective governance Retain, expand, and diversity economic base

Has There Been Previous Council Decision on This:

The City Council reviewed and approved the preliminary plat at its meeting of April 15, 2014.

Options and Alternatives:

1) Approve the final plat and amended final plat.
2) Approve the final plat and amended final plat subject to no conditions, add conditions, or modify the conditions.
3) Deny approval of the final plat and amended final plat based on non-compliance with the Zoning Code, and/or the Flagstaff Engineering Design and Constructions Standards and Specifications.

Background/History:

In June of 2000, the City Council approved a rezoning request 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.

The applicant, Mogollon Engineering, representing True Life Communities PC AZ, is seeking final plat approval for a 36-unit residential townhouse subdivision within the larger Pine Canyon Development. In 2006, the subject site was recorded as a final plat intended for 60 condominium dwelling units. All of the infrastructure for the project has been installed as part of the condominium project. Three buildings containing 12 dwelling units have been constructed and will remain as part of the original Mountain Vista Condominium at Pine Canyon subdivision. The property owner intends to abandon the remaining 48 condominium units within a total 12 buildings, and re-plat the remainder of the subdivision for the proposed townhomes. The original condominium subdivision included a mix of three and four unit structures while under the new townhouse plat all structures will be designed in groups of three units.

Several development standards have changed since 2006, including a new Zoning Code, new driveway ordinance, new stormwater standards, new engineering standards, new landscaping standards, and new building placement standards. The applicant does not intend to change the design of the improved subdivision but simply intends to change the ownership type in light of recent lending restrictions. As such, the applicant was allowed to utilize the plans prepared and approved in conjunction with the existing condominium plat since the site has already been disturbed and necessary infrastructure has already installed.

Community Involvement:

Inform: The platting process does not require a public hearing. However, the preliminary plat was reviewed by both the Planning and Zoning Commission and City Council at public meetings.

Attachments: White Pines Final Plat
Amended Final Plat

FINAL PLAT
FOR
WHITE PINES TOWNHOMES
AT
PINE CANYON

A SUBDIVISION OF TRACT 24H OF THE AMENDED FINAL PLAT
OF MOUNTAIN VISTA CONDOMINIUMS AT PINE CANYON
AS RECORDED IN INSTRUMENT No. _____, RECORDS OF COCONINO COUNTY
LOCATED IN THE NW1/4 OF SECTION 34,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA }SS.
COUNTY OF COCONINO }

KNOW ALL MEN BY THESE PRESENTS: TRUE LIFE COMMUNITIES, L.L.C., HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF WHITE PINES TOWNHOMES AT PINE CANYON, A SUBDIVISION OF TRACT 24H OF THE AMENDED FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUMS AT PINE CANYON, LOCATED IN THE NW 1/4 OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES THE TRACTS AND EASEMENT AS SHOWN ON SAID PLAT FOR THE PURPOSES SHOWN.

TRACT "24H" IS HEREBY RESERVED BY TRUE LIFE COMMUNITIES L.L.C. FOR THE HOMEOWNERS ASSOCIATION AS PRIVATE OPEN SPACE AND FOR PRIVATE DRAINAGE FACILITIES (TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION).

IN WITNESS WHEREOF: TRUE LIFE COMMUNITIES, L.L.C., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS _____ DAY OF _____ 20____

BY: _____
AIDEN BARRY (MANAGING MANAGER)

ACKNOWLEDGMENT:

STATE OF ARIZONA }SS.
COUNTY OF COCONINO }

ON THIS THE _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, AIDEN BARRY, MANAGING MEMBER OF TRUE LIFE COMMUNITIES, L.L.C., WHO ACKNOWLEDGED BY SELF TO REPRESENT TRUE LIFE COMMUNITIES, L.L.C., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ALL BUILDING CONSTRUCTION, INCLUDING ACCESSORY BUILDINGS, SHALL BE LIMITED TO A SPECIFIC DEVELOPMENT ENVELOPE FOR EACH LOT AS SHOWN HEREON AND THIS BUILDABLE AREA IS LIMITED TO SETBACKS SHOWN.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) – SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ORDINANCE NO. 2007-13.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED ON ENCROACHED UPON. ADDITIONALLY, THE BUILDING/STRUCTURE SHALL COMPLY WITH ALL CITY OF FLAGSTAFF REQUIREMENTS REGARDING THE LOCATION, SIZE AND CONSTRUCTION FOR SUCH BUILDING/STRUCTURE.

CITY OF FLAGSTAFF:
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

_____ DAY OF _____, 20____

BY: _____
MAYOR

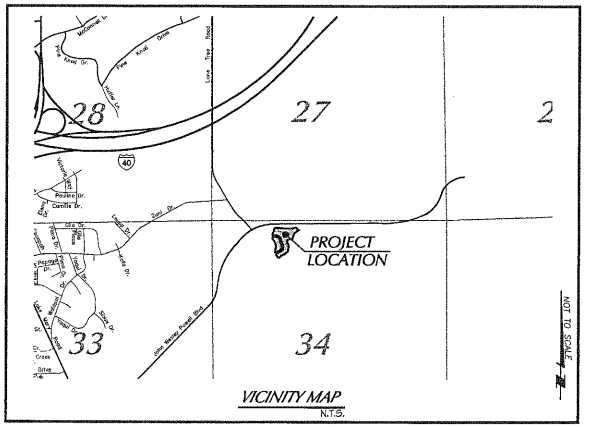
ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE DEVELOPMENT REVIEW BOARD OF FLAGSTAFF, ARIZONA ON THE

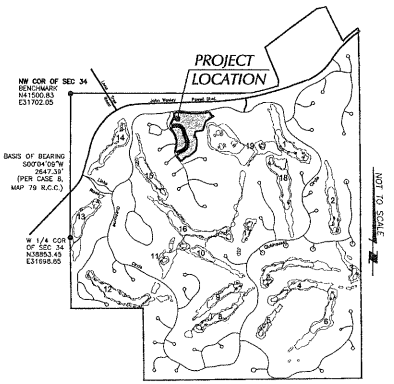
_____ DAY OF _____, 20____

BY: _____
CHAIRPERSON

BY: _____
CITY ENGINEER



VICINITY MAP
N.T.S.



UTILITY COMPANY ACKNOWLEDGMENT

UNISOURCE ENERGY	DATE
CENTURYLINK	DATE
ARIZONA PUBLIC SERVICE	DATE
SUDDENLINK	DATE

PROJECT INFORMATION

SUBDIVISION NAME:	WHITE PINES TOWNHOMES AT PINE CANYON
PROJECT LOCATION:	3002 S. CLUBHOUSE CIRCLE FLAGSTAFF, AZ. 86001
APN NUMBER:	105-21-062
TOTAL ACREAGE:	8.0647±
NUMBER OF TOWNHOMES:	36
ZONING DISTRICT:	R1
FEMA DESIGNATION:	ZONE "X" (NO SHADING)
OWNER/DEVELOPER:	THE TRUE LIFE COMMUNITIES MR. AIDAN BARRY 1201 E. JOHN WESLEY POWELL BLVD FLAGSTAFF, AZ. 86001 (928) 779-5700

CIVIL ENGINEER OF SUBDIVISION

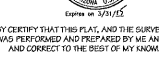
THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION (ORIGINALLY NAMED MOUNTAIN VISTA CONDOMINIUMS AT PINE CANYON) HAS BEEN PERFORMED BY COCONINO ENGINEERING, 2705 N. FOURTH ST., SUITE A1, FLAGSTAFF, AZ. 86004
MR. ROBERT C. IMPELLITTERI (CERTIFICATE NO. 22196)

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.
THIS ADEQUATE WATER SUPPLY NOTE HAS BEEN ADDED TO THIS FINAL PLAT AS A REQUIREMENT OF THE CITY OF FLAGSTAFF. MOGOLLON ENGINEERING and SURVEYING, INC. DOES NOT GUARANTEE, WARRANTEE OR CERTIFY ANY INFORMATION IN THIS APPLICATION No. 41-900002.0002.

INDEX TO SHEETS

1 COVER SHEET
2 FINAL PLAT



Expires on 3/31/15

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED AND PREPARED BY ME AND THAT IS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THE PINE CANYON CLUB

SHEET NO. 1 OF 2

COF DRB # DEV 12-083

Mogollon ENGINEERING & SURVEYING
411 N. Santa Fe Avenue, Flagstaff, AZ. 86003
P.O. Box 1390, Flagstaff, AZ. 86002
Phone: 928-214-0214 • Fax: 928-913-0115

WHITE PINES TOWNHOMES
AT PINE CANYON
FINAL PLAT

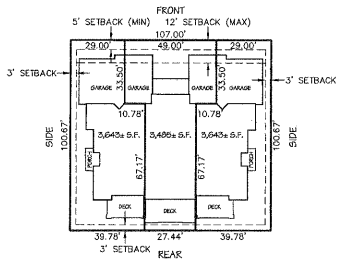
4/22/14
MES# 12999

DATE: 4/22/14	PROJECT NO. 12999
DESIGNED BY: FMF	FN SHEET-01
DRAWN BY: FMF	VERT SCALE: N/A
CHECKED BY: KVH	HOR SCALE: N/A

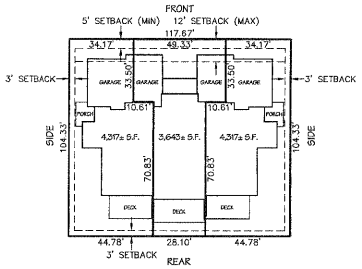
REVISIONS

FINAL PLAT OF WHITE PINES TOWNHOMES AT PINE CANYON

A SUBDIVISION OF TRACT "24H" OF THE MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT No. _____, RECORDS OF COCONINO COUNTY LOCATED IN THE NW1/4 OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA



TYPICAL TOWNHOME LOT (BUILDING "A")
1"=30'



TYPICAL TOWNHOME LOT (BUILDING "B")
1"=30'

CURVE DATA

#	RADIUS	LENGTH	DELTA
C1	20.00'	30.61'	87°42'11"
C2	158.00'	56.07'	20°20'02"
C3	158.00'	44.13'	16°00'15"
C4	203.00'	67.17'	18°57'29"
C5	203.00'	39.69'	11°12'06"
C6	20.00'	29.98'	85°52'24"
C7	20.00'	42.15'	120°44'19"
C8	20.00'	33.37'	95°35'58"
C9	20.00'	44.18'	126°33'46"
C10	20.00'	26.48'	75°52'00"
C11	122.00'	10.09'	04°44'15"
C12	220.00'	118.10'	30°45'23"
C13	130.00'	152.93'	67°24'13"
C14	390.00'	110.36'	16°12'46"
C15	285.00'	102.89'	20°41'05"
C16	155.00'	210.28'	77°43'46"
C17	150.00'	96.48'	36°51'10"
C18	100.00'	14.29'	08°11'09"
C19	198.00'	106.29'	30°45'23"
C20	412.00'	116.58'	16°12'46"
C21	128.00'	82.33'	36°51'10"

REVERSE CURVE (C11–C17); REVERSE CURVE (C18–C21)

LINE DATA

#	BEARING	DISTANCE
L1	N73°47'44"E	43.24'
L2	N73°47'44"E	25.18'
L3	N89°32'24"E	27.00'
L4	S02°13'58"W	98.16'
L5	N05°49'49"W	31.75'
L6	N38°37'30"W	30.10'
L7	N79°42'17"E	79.37'

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED AND PREPARED BY ME AND THAT IS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THE PINE CANYON CLUB

SHEET NO. 2 OF 2

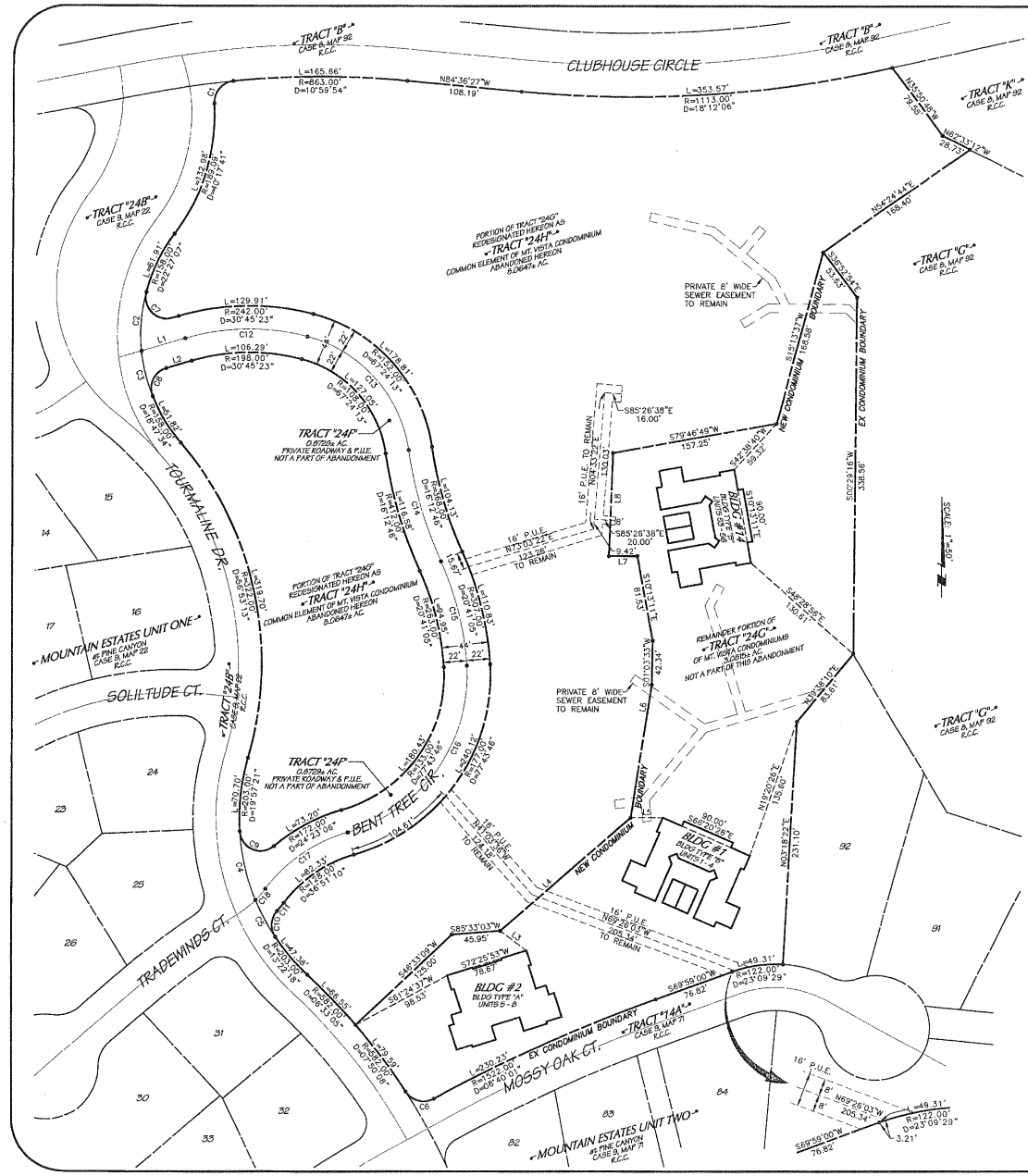
COF PROJECT # DEV 12-083

Mogollon ENGINEERING & SURVEYING
411 N Santa Fe Avenue, Flagstaff, AZ. 86003
P.O. Box 1001, Flagstaff, AZ. 86002
Phone: 928-214-0311 • Fax: 928-913-3015

WHITE PINES TOWNHOMES AT PINE CANYON FINAL PLAT

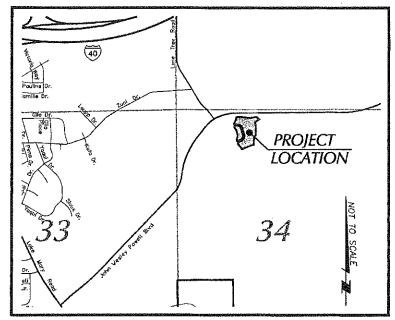
4/22/14
MES# 12999

DATE: 4/22/14 | PROJECT NO. DP99 | REVISIONS:
DESIGNED BY: TMB | PN-SHEET-02
DRAWN BY: TMB | VERT. SCALE: N/A
CHECKED BY: KVA | HOR. SCALE: 1"=50'



AMENDED FINAL PLAT
OF
MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON

A RESUBDIVISION OF PORTION OF TRACT "24G" OF THE MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON
AS RECORDED IN INSTRUMENT No. 3430465, RECORDS OF COCONINO COUNTY
LOCATED IN THE NW1/4 OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



VICINITY MAP
N.T.S.

DEDICATION:

STATE OF ARIZONA }
COUNTY OF COCONINO } ss.

KNOW ALL MEN BY THESE PRESENTS: THAT THE TRUE LIFE COMMUNITIES, L.L.C., AN ARIZONA LIMITED LIABILITY CORPORATION HAS AMENDED THE FINAL PLAT OF MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON AS RECORDED IN INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY.

IN WITNESS WHEREOF: THE TRUE LIFE COMMUNITIES, L.L.C., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS ____ DAY OF _____ 20___.

BY: _____
MR. AIDAN BARRY (AUTHORIZED AGENT)

ACKNOWLEDGMENT:

STATE OF ARIZONA }
COUNTY OF COCONINO } ss.

ON THIS THE ____ DAY _____ 20___, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, MR. AIDAN BARRY, AUTHORIZED AGENT OF THE TRUE LIFE COMMUNITIES, L.L.C. AN ARIZONA LIMITED LIABILITY CORPORATION, WHO ACKNOWLEDGED BY SELF TO REPRESENT THE TRUE LIFE COMMUNITIES, L.L.C. AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

_____ (NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED BY ME AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

UTILITY COMPANY ACKNOWLEDGMENT

_____ UNISOURCE ENERGY _____ DATE

_____ CENTURYLINK _____ DATE

_____ ARIZONA PUBLIC SERVICE _____ DATE

_____ SUDDENLINK _____ DATE

CITY OF FLAGSTAFF

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE ____DAY OF _____ 20____

BY: _____ (MAYOR)

ATTEST: _____ (CITY CLERK)

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE DEVELOPMENT REVIEW BOARD OF FLAGSTAFF, ARIZONA ON THE ____DAY OF _____ 20____

BY: _____ (MAYOR)

ATTEST: _____ (CITY CLERK)

OWNER/DEVELOPER

THE TRUE LIFE COMMUNITIES, L.L.C.
MR. AIDAN BARRY
1201 E. JOHN WESLEY POWELL BLVD
FLAGSTAFF, AZ. 86001
(928) 779-5700

LINE DATA

#	BEARING	DISTANCE
L1	N73°47'44"E	43.24'
L2	N73°47'44"E	25.18'
L3	S53°15'36"E	31.15'
L4	S48°56'24"W	163.21'
L5	N89°58'11"E	30.49'
L6	S08°50'20"W	128.21'
L7	N89°32'24"E	27.00'
L8	S02°13'58"W	98.16'

CURVE DATA

#	RADIUS	LENGTH	DELTA
C1	20.00'	30.61'	87°42'11"
C2	158.00'	56.07'	20°20'02"
C3	158.00'	44.13'	16°00'15"
C4	203.00'	67.17'	18°57'29"
C5	203.00'	39.69'	11°12'06"
C6	20.00'	29.98'	85°52'24"
C7	20.00'	42.15'	120°44'19"
C8	20.00'	33.37'	95°35'58"
C9	20.00'	44.18'	126°33'46"

CURVE DATA

#	RADIUS	LENGTH	DELTA
C10	20.00'	26.48'	75°52'00"
C11	122.00'	10.09'	04°44'15"
C12	220.00'	118.10'	30°45'23"
C13	130.00'	152.93'	67°24'13"
C14	390.00'	110.38'	16°12'46"
C15	285.00'	102.89'	20°41'05"
C16	155.00'	210.28'	77°43'46"
C17	150.00'	96.48'	36°51'10"
C18	100.00'	14.29'	08°11'09"

GENERAL NOTES:

1. THE REAL PROPERTY DEPICTED HEREON WAS ORIGINALLY INCLUDED IN THAT CERTAIN FINAL PLAT FOR MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON RECORDED AS INSTRUMENT NO. 3430465, RECORDS OF COCONINO COUNTY, ARIZONA ("ORIGINAL PLAT"). THIS AMENDED PLAT EXPRESSLY SEVERS AND ABANDONS FROM THE ORIGINAL PLAT ALL REAL PROPERTY DESCRIBED ON THE ORIGINAL PLAT WHICH IS NOT DEPICTED HEREON. ALL BUILDINGS AND UNITS SHOWN ON THE ORIGINAL PLAT WHICH ARE NOT SET FORTH HEREON ARE EXTINGUISHED AND SHALL NO LONGER BE OF RECORD.

2. SIMULTANEOUSLY WITH THE RECORDING OF THIS AMENDED PLAT SHALL BE A FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR MOUNTAIN VISTA CONDOMINIUM AT PINE CANYON, WHICH IS THE CONDOMINIUM DECLARATION DESCRIBED IN THE ORIGINAL PLAT, WHICH AMENDMENT MODIFIES THE SCOPE OF THE CONDOMINIUM, AND LIMITS THE SAME TO, THE REAL PROPERTY DEPICTED HEREON ONLY. ALL OTHER REAL PROPERTY SHOWN ON THE ORIGINAL PLAT SHALL BE SEVERED AND ABANDONED FROM SAID DECLARATION AS PROVIDED IN SAID FIRST AMENDMENT THERETO.

3. UPON THE RECORDATION OF THIS AMENDED PLAT, AND THE FIRST AMENDMENT TO CONDOMINIUM DECLARATION DESCRIBED ABOVE, THE ONLY BUILDINGS INCLUDED WITHIN THE CONDOMINIUM SHALL BE BUILDINGS 1, 2 AND 14 AS SHOWN ON THE ORIGINAL PLAT; AND THE ONLY UNITS WHICH SHALL HEREAFTER BE A PART OF THE CONDOMINIUM ARE LIMITED TO UNIT NUMBERS 1 THROUGH 8, INCLUSIVE, AND 53 TO 56, INCLUSIVE AS SHOWN ON THE ORIGINAL PLAT.

4. ALL RIGHTS AND PRIVILEGES GRANTED IN THE ORIGINAL PLAT AND CONDOMINIUM DECLARATION SHALL REMAIN IN PLACE FOR THE EXISTING CONDOMINIUMS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO: DRAINAGE EASEMENTS, INGRESS/EGRESS EASEMENTS, PUBLIC AND PRIVATE UTILITY EASEMENTS, GOLF UTILITARIAN EASEMENTS, ETC..

SHEET NO. 1 OF 1

COF PROJECT # DEV 12-083

Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015
Date: 4/22/14

MOUNTAIN VISTA CONDOMINIUM
AT PINE CANYON
AMENDED FINAL PLAT

4/22/14
MES# 12999

DATE 4/22/14	REVISIONS:
DESIGNED BY: MNE	PROJECT NO. 12999
DRAWN BY: MNE	FN SHEET -01
CHECKED BY: KVA	VERT SCALE: N/A
	HOR SCALE: 1"=50'

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Kulina, Planning Development Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of Final Plat A request by Miramonte Homes for Tract B of Presidio in the Pines, a subdivision of 14 single-family residential townhomes on approximately 1.65 acres located at 2700 S Presidio Drive South within the Highway Commercial (HC) zone.

RECOMMENDED ACTION:

Staff recommends approving the final plat with the conditions outlined in the staff summary and its attachments, and authorizing the Mayor to sign both the plat and City/Subdivider Agreement when notified by staff that all conditions have been met and documents are ready for recording.

Policy Decision or Reason for Action:

Section 10-20.70.030.F of the Subdivision Code states that upon receipt of a final recommendation from the Community Development Director and City Engineer, the City Council shall review the final plat for final approval. Final approval indicates that the final plat meets the requirements of the Zoning Code, the Subdivision Code, and the Engineering Design Standards and Specifications for New Infrastructure, and is in substantial conformance to an approved preliminary plat.

Financial Impact:

No financial liabilities are anticipated by the approval of this final plat.

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

On September 17, 2013, the City Council approved the Preliminary Plat of Tract B of Presidio in the Pines for the subdivision of Tract B into 14 single-family townhomes on approximately 1.65 acres.

Options and Alternatives:

A) Approve the final plat as recommended by staff with one condition:

1. Prior to the submittal of the final plat for signatures, the City signature block must be updated to reflect approval by the Community Development Director and the City Engineer.

B) Approve the final plat subject to no conditions, additional conditions, or modified conditions.
C) Deny approval of the final plat based on non-compliance with the Zoning Code, the Subdivision Code, the Engineering Design Standards and Specifications for New Infrastructure, or the preliminary plat.

Background/History:

Mogollon Engineering and Surveying, Inc., on behalf of Miramonte Homes, is requesting final plat approval to permit 14 single-family residential townhome lots on 1.65 acres. The site is located within the Presidio in the Pines master planned development and is currently zoned Highway Commercial (HC). On August 14, 2013, the Planning and Zoning Commission approved a Conditional Use Permit for the site to establish a Planned Residential Development, which would allow the development of the proposed townhomes.

Presidio in the Pines was planned and developed using the Traditional Neighborhood District (TND) standards found within the previous Land Development Code. When the Zoning Code was adopted, the TND standards were carried forward in the form of transect zones. While townhomes are not specifically permitted within the HC zone, they are permitted as part of a Planned Residential Development (PRD) with the issuance of a Conditional Use Permit (CUP). The Zoning Code established the PRD as a mechanism to allow the development of specific transect zone building types (i.e. townhouse, duplex, courtyard apartments, etc.) in non-transect zones. These specific building types, however, are dependent on transect development standards. As such, this development proposes the use of the T4 Neighborhood 2 (T4N2) transect zone development standards.

On May 18, 2004, the City Council approved Ordinance No. 2004-05 that rezoned approximately 91 acres of property from the Rural Residential (RR) Zone as follows: approximately 77 acres to the High Density Residential (HR) Zone, approximately 1 acre to the Single-Family Residential (R1) Zone (formally known as the Urban Residential (UR) Zone), and approximately 13 acres to the Highway Commercial (HC) Zone (formally known as the Urban Commercial (UC) Zone).

On May 28, 2004, the City Council approved Resolution No. 2004-40 that entered the City into a Development Agreement that included the Presidio in the Pines Development Master Plan. A copy of the recorded Development Agreement, with included Development Master Plan is on file and available for inspection with the Community Development Department. Subsequently, the Development Agreement has been amended three times by the City Council. The most recent amendment entitled the Third Supplement to the Development Agreement is dated August 2, 2012.

Community Involvement:

Inform

The existing zoning allows for the proposed subdivision. No public hearing or public outreach is required as part of a subdivision plat review; however, the preliminary plat was reviewed by both the Planning and Zoning Commission and the City Council as part of a public meeting.

Attachments: Final Plat Application
City/Subdivider Agreement
Final Plat

City of Flagstaff Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

RECEIVED MAR 27 2014 Residential BY

RECEIVED FEB 27 2014 Residential

SUBD

RECEIVED FEB 27 2014 BY

Date Received	Application for Subdivision Review	File Number DEV13-005

Property Owner(s): Miramonte Homes		Phone: 520-615-8900
Mailing Address: 2492 E River Rd Suite 100	City, State, Zip: Tucson AZ 85718	Email: ggray@miramontehomes.com
Applicant(s): Mogollon Eng.		Phone: 214-0214
Mailing Address: 411 W. Santa Fe	City, State, Zip: Flagstaff AZ 86001	Email: mogollon99@aol.com
Project Representative: Mogollon Eng.		Phone:
Mailing Address:	City, State, Zip:	Email:

Requested Review: ☐ Development Master Plan ☐ Conceptual Plat ☐ Preliminary Plat P&Z and Council ☐ Modified Subdivision ☐ Preliminary Plat ☒ Final Plat- Council

Project Name: Tract B Presidio	Site Address: 2700 S. Presidio Drive	Parcel Number: 112-62-472
Proposed Use: Townhomes	Existing Use: Vacant	Subdivision, Tract & Lot Number: Tract B Presidio in the Pines

Zoning District	Regional Plan Category	Flood Zone	Size of Site (Sq. ft. or Acres)
HC	mixed use	n/a	1.645 ac

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	Res	Res	Res	Res

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Townhomes	14	14	8.5	

Please complete a "*Subdivision Review Application*" and provide an initialed "*Application and Information Checklist*" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date: 2/26/14	Applicant Signature: Kent Helmsworth	Date: 2/26/14

For City Use

Date Filed: 1/28/14	Case Number (s) PFPL20140001	
P & Z Hearing Date: N/A	Publication and Posting Date: N/A	
Council Hearing Date: 6/17/14	Publication and Posting Date: N/A	
Fee Receipt Number: 14-0038212	Amount: $1,244.00	Date: 1/30/14
Action by Planning and Zoning Commission: N/A	Action By City Council:	
☐ Approved	☐ Approved	
☐ Denied	☐ Denied	
☐ Continued	☐ Continued	

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Brian	Dana	Kent	Jim	Kyle

CITY/SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State of Arizona, hereinafter referred to as CITY; and Miramonte Presidio, LLC Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E T H

WHEREAS, Miramonte Presidio, LLC (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as Presidio Tract "B"; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved tentative plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.

2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.

3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.

4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties herto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

(Signed) _____, Mgr
Subdivider/Title

_____
Subdivider/Title

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 25th day of February, ~~19~~ 2014 by Christopher Kennedy, Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

OFFICIAL SEAL
GERARDINA M. GRAY
Notary Public - Arizona
PIMA COUNTY
My Commission Expires 07/01/2016

Gerardina M. Gray
Notary Public

Dated this _____ day of _____, 19_____ in Flagstaff, Coconino County, Arizona.

By: _____
Mayor

ATTEST:

_____
City Clerk

FINAL PLAT
OF
TRACT "B"
PRESIDIO IN THE PINES

CASE 9 MAP 72, COCONINO COUNTY RECORDS LOCATED
IN THE S1/2 SECTION 19, T 21 N, R 7 E,
G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA }SS.
COUNTY OF COCONINO }

KNOW ALL MEN BY THESE PRESENTS: THAT MIRAMONTE PRESIDIO, LLC., HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF TRACT "B" PRESIDIO IN THE PINES, A SUBDIVISION OF TRACT "B" OF PRESIDIO IN THE PINES, CASE 9, MAP 72, COCONINO COUNTY RECORDS. LOCATED IN THE SW1/2 SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS AND MEASUREMENTS OF THE LOTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT AND HEREBY DEDICATES THE TRACTS AND EASEMENT AS SHOWN ON SAID PLAT FOR THE PURPOSES SHOWN.

TRACT "A" IS HEREBY BEING RETAINED BY THE OWNER DEVELOPER FOR THE PROPERTY OWNERS ASSOCIATION AS PRIVATE OPEN SPACE AND FOR VISITOR PARKING (TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION).

IN WITNESS WHEREOF: MIRAMONTE PRESIDIO, LLC., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS ____ DAY OF _____ 20___.

BY: _____
CHRIS KEMMERLY (MANAGING MANAGER)

ACKNOWLEDGMENT:

STATE OF ARIZONA }SS.
COUNTY OF COCONINO }

ON THIS THE _____ DAY OF _____ 20___, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, CHRIS KEMMERLY, MANAGING MEMBER OF MIRAMONTE PRESIDIO LLC, WHO ACKNOWLEDGED BY SELF TO REPRESENT MIRAMONTE PRESIDIO LLC., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ALL BUILDING CONSTRUCTION, INCLUDING ACCESSORY BUILDINGS, SHALL BE LIMITED TO A SPECIFIC DEVELOPMENT ENVELOPE FOR EACH LOT AS SHOWN HEREON AND THIS BUILDABLE AREA IS LIMITED TO SETBACKS SHOWN.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGATAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2012 EDITION) – SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ORDINANCE NO. 2007-13.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

THE PROPERTY OWNERS ASSOCIATION SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR PRIVATE DETENTION FACILITIES AND PRIVATE DRAINAGEWAYS.

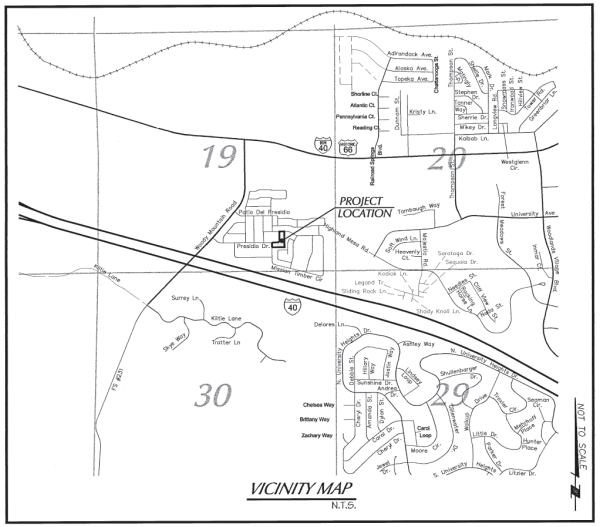
THE CITY OF FLAGSTAFF SHALL HAVE THE RIGHT TO PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

ACCESSORY BUILDINGS AND STRUCTURES SHALL EITHER BE CONSTRUCTED WITHIN THE INDIVIDUAL BUILDING ENVELOPES AS SHOWN OR THE INDIVIDUAL OWNER MUST DEMONSTRATE THROUGH A BUILDING PERMIT APPLICATION THAT NO FOREST RESOURCES OR SLOPE RESOURCES GREATER THAN 17% WILL BE REMOVED ON ENCROACHED UPON. ADDITIONALLY, THE BUILDING/STRUCTURE SHALL COMPLY WITH ALL CITY OF FLAGSTAFF REQUIREMENTS REGARDING THE LOCATION, SIZE AND CONSTRUCTION FOR SUCH BUILDING/STRUCTURE.

THE FLOOD HAZARD BOUNDARIES IDENTIFIED ON THIS PLAT ARE APPROXIMATE PER F.I.R.M. MAP 04005C6828G, REVISION DATE SEPT. 3, 2010. BECAUSE FLOOD HAZARD BOUNDARIES MAY BE REVISED PERIODICALLY, THE MOST RECENT FLOOD HAZARD MAP FOR THIS AREA SHOULD BE REVIEWED TO DETERMINE THE EXACT LIMITS AND SEVERITY OF POTENTIAL FLOODING ON THESE LOTS. FLOOD HAZARD MAPS AND THE REQUIREMENTS FOR CONSTRUCTION WITHIN FLOOD HAZARD AREAS CAN BE OBTAINED FROM THE CITY OF FLAGSTAFF.

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.



VICINITY MAP
N.T.S.

INDEX TO SHEETS

1 COVER SHEET
2 BEARINGS & DISTANCES

BASIS OF BEARING & BENCHMARK

NORTH 75° 43'40" WEST ALONG THE NORTH RIGHT-OF-WAY OF INTERSTATE 40 PER BOOK 18 PAGE 11.

NON-VEHICULAR ACCESS EASEMENT

A 0.10' NON-VEHICULAR ACCESS EASEMENT WILL SURROUND THE SUBDIVISION EXCEPT WHERE THE 26' P.U.E. ACCESS & DRAINAGE EASEMENT INTERSECTS THE SUBDIVISION BOUNDARY.

TRACT INFORMATION

TRACT "A" IS BEING RETAINED BY THE DEVELOPER FOR THE HOMEOWNERS ASSOCIATION FOR PRIVATE OPEN SPACE AND VISITOR PARKING.

FEMA FLOOD ZONE

THIS PROJECT IS LOCATED IN FEMA ZONE "X"

CIVIL ENGINEER OF SUBDIVISION

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC., 411 W. SANTA FE AVE., FLAGSTAFF, AZ. 86001
MR. ROBERT C. IMPELLITIER (CERTIFICATE NO. 22196)

UTILITY COMPANY ACKNOWLEDGMENT

_____ _____
UNISOURCE ENERGY DATE

_____ _____
CENTURYLINK DATE

_____ _____
ARIZONA PUBLIC SERVICE DATE

_____ _____
SUDDENLINK DATE

CITY OF FLAGSTAFF:
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

_____ DAY OF _____, 20___

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY ENGINEER, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA ON THIS

_____ DAY OF _____, 20___

BY: _____
CITY ENGINEER

PROJECT INFORMATION

SUBDIVISION NAME:	PRESIDIO IN THE PINES - TRACT "B"
LEGAL DESCRIPTION:	TRACT "B" - PRESIDIO IN THE PINES
APN NUMBER:	#112-62-472
ZONING DISTRICT:	HC
ACREAGE:	1.645±
DENSITY:	8.5
NUMBER OF LOTS:	14
PROPOSED USE:	TOWNHOMES (PLANNED RESIDENTIAL DEVELOPMENT)
OWNER DEVELOPER:	MIRAMONTE PRESIDIO, LLC 2492 E. RIVER ROAD SUITE 100 TUCSON, ARIZONA 85718 (520) 615-8900

DEVELOPMENT STANDARDS

FRONT SETBACK:	5' MIN. - 12' MAX.
SIDE SETBACK:	3' (0' FOR SIDE BY SIDE DUPLEX)
SIDE EXTERIOR SETBACK:	10' MIN. - 15' MAX.
REAR SETBACK:	5' MIN.
MAX LOT COVERAGE:	80%
MAX. HEIGHT TO EAVE/PARAPET:	40'
MAX. OVERALL HEIGHT:	52'
FOR ADDITIONAL INFORMATION:	SEE DIVISION 10-40.40.080 CITY OF FLAGSTAFF ZONING CODE ADOPTED NOVEMBER 1, 2011
PLANNED RESIDENTIAL DEVELOPMENT:	SEE TYPICAL MAXIMUM BUILDING ENVELOPE DETAIL ON SHEET 2 FOR SETBACKS USED IN THIS DEVELOPMENT

ROBERT C. IMPELLITIER
23950
KENT V. HOTSENPILLER
ARIZONA U.S.A.
Expires on 3/31/15

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED BY ME AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SHEET NO. 1 OF 2

COF DRB # DEV13-005

Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Ave., Flagstaff, AZ. 86001
P.O. Box 1852, Flagstaff, AZ. 86002
Phone: 928-214-0161 • Fax: 928-982-0115

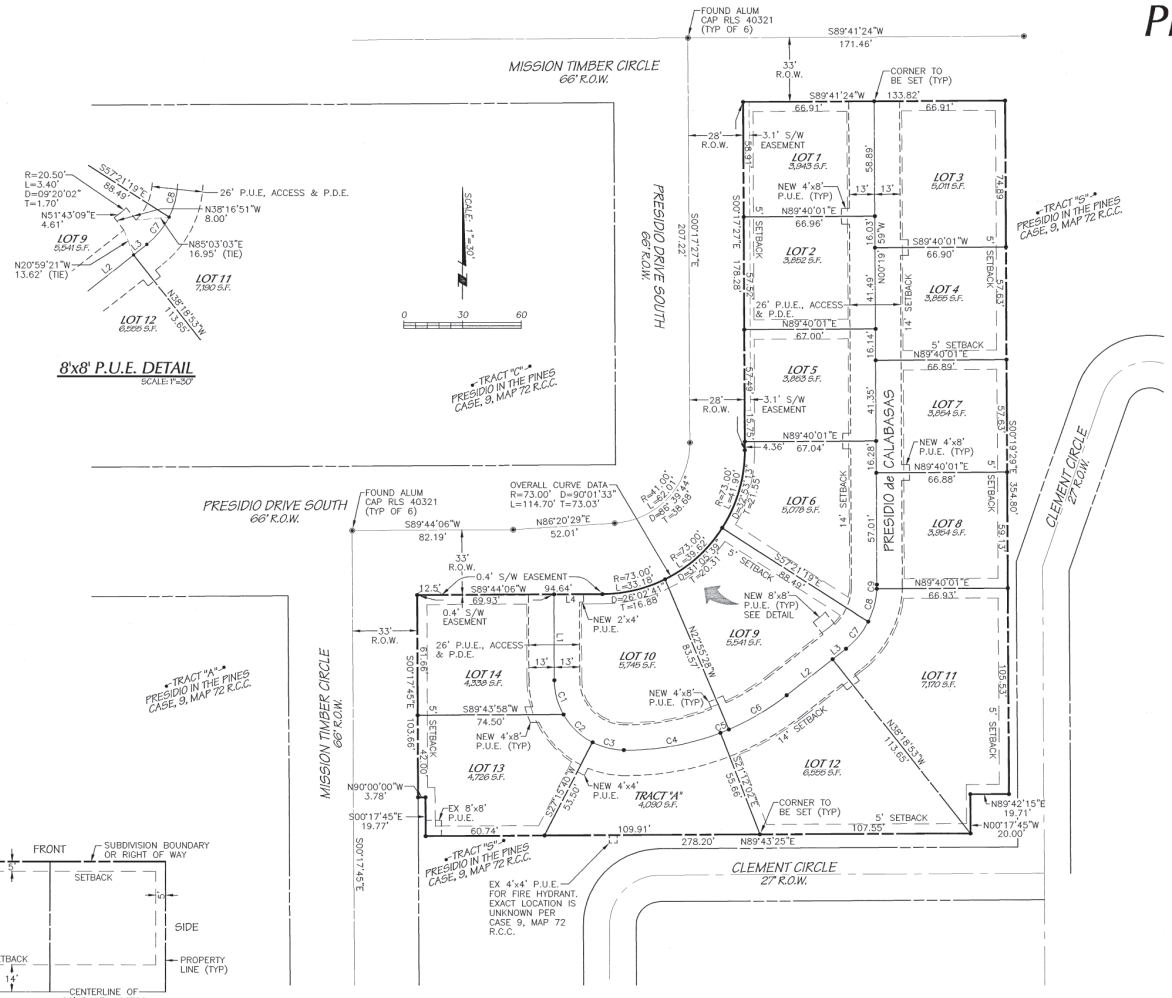
5/21/14
MES# 12973

PRESIDIO IN THE PINES
TRACT "B" - FINAL PLAT
COVER SHEET

DATE 5-21-14 | PROJECT NO. 12973 | REV/15/016
DESIGNED BY: KVH | File: SHEET-01.dwg
DRAWN BY: TMG/KVH | VERT. SCALE: N/A
CHECKED BY: KVH/RCI | HOR. SCALE: 1"=50'

FINAL PLAT
OF
TRACT "B"
PRESIDIO IN THE PINES

CASE 9 MAP 72, COCONINO COUNTY RECORDS
LOCATED IN THE S1/2 SECTION 19, T 21 N, R 7 E,
G. & S.R.M., FLAGSTAFF, COCONINO COUNTY, ARIZONA



GARAGE F.F.E. CHART

LOT	GARAGE F.F.E.
1	7043.5
2	7043.5
3	7043.5
4	7043.5
5	7044.2
6	7044.2
7	7044.1
8	7044.1
9	7045.6
10	7146.6
11	7044.6
12	7044.6
13	7053.5
14	7053.5

LINE DATA

#	BEARING	DISTANCE
L1	S00°16'02"E	44.06'
L2	N51°43'09"E	29.85'
L3	N51°43'09"E	8.66'
L4	S89°44'06"W	24.71'

CURVE DATA

#	RADIUS	LENGTH	DELTA	TANGENT
C1	36.00	18.40'	29°16'40"	9.40'
C2	36.00	20.87'	33°13'13"	10.74'
C3	36.00	16.57'	26°22'29"	8.44'
C4	131.00	50.44'	22°03'38"	25.54'
C5	131.00	4.61'	02°01'00"	2.31'
C6	131.00	34.44'	15°03'49"	17.32'
C7	41.50	18.11'	25°00'27"	9.20'
C8	41.50	17.47'	24°07'21"	8.87'
C9	41.50	2.12'	02°55'20"	1.06'

ABBREVIATIONS

P.U.E.: PUBLIC UTILITY EASEMENT
P.D.E.: PRIVATE DRAINAGE EASEMENT
S.F.: SQUARE FEET
S/W: SIDEWALK
(TYP): TYPICAL
R.O.W.: RIGHT OF WAY
R.C.C.: RECORDS OF COCONINO COUNTY
F.F.E.: FINISH FLOOR ELEVATIONS
RLS: REGISTERED LAND SURVEYOR

REGISTERED LAND SURVEYOR
23950
KENT V. HOTSENPILLER
ARIZONA U.S.A.
Expires on 3/31/15

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS PERFORMED BY ME AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SHEET NO. 2 OF 2

COF DRB # DEV13-005

Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Ave., Flagstaff, AZ. 86001
P.O. Box 80, Flagstaff, AZ. 86002
Phone: 928-774-1214 Fax: 928-913-0015

PRESIDIO IN THE PINES
TRACT "B" - FINAL PLAT
BEARINGS & DISTANCES

5/21/14
MES# 12993

DATE 5/21/14 | REVISIONS
DESIGNED BY: KH | PROJECT NO. 12993
DRAWN BY: THB/KH | FIL SHEET-02.dwg
CHECKED BY: KH/KWH | VERT. DATUM N/A
SCALE: 1"=30'

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Human Resources Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration of Appointment: City Attorney

RECOMMENDED ACTION:

Reappoint Michelle D'Andrea as the City Attorney for the City of Flagstaff

Policy Decision or Reason for Action:

The current Employment Agreement expires on June 17, 2014, thus it is necessary to appoint a City Attorney. Michelle D'Andrea has served as the City Attorney for the past year and the City Council may reappoint Michelle D'Andrea as the City Attorney for another one year term.

Financial Impact:

The salary and benefits for this position are currently budgeted.

Connection to Council Goal:

The City Attorney assists both City Council and City staff members in the accomplishment of the City Council goals and objectives.

1. Repair, replace, maintain infrastructure (streets & utilities)
2. Fund existing and consider expanded recreational services
3. Address Core Services Maintenance Facility
4. Complete Rio de Flag
5. Retain, expand, and diversify economic base
6. Complete Water Policy
7. Review financial viablility of pensions
8. Review all commissions
9. Zoning Code check in and analysis of the process/implementation
10. Develop an ongoing budget process
11. Effective governance

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

The City Council may consider other terms to be included and execute an updated agreement.

Community Involvement:

Inform
Consult
Involve
Collaborate
Empower

(Choose one of the above and then delete remaining text. For a fuller definition, hover over the title bar above for this text box.)

Attachments: Employment Agreement

EMPLOYMENT AGREEMENT

This Agreement for Services is made and entered into this 17th day of June 2014, by and between the City of Flagstaff, an Arizona municipal corporation in the City of Flagstaff, County of Coconino, State of Arizona (hereinafter called "The City") and Michelle D'Andrea (herein called "Employee.")

RECITALS:

WHEREAS, in order to secure the services of the Employee, the City desires to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS, the Employee desires to accept such employment and enter into such Agreement;

NOW, THEREFORE, in consideration of the premises, the agreements and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Employee hereby agree as follows:

1. Agreement to Employ. Upon the terms and subject to the conditions of this Agreement, the City hereby employs the Employee, and the Employee hereby accepts employment by the City.

2. Term of Employment. Position and Responsibilities.

(a) Term of Employment. The City shall employ the Employee for a term commencing on June 17, 2014 and ending on June 17, 2015. The period during which the Employee is employed pursuant to this Agreement shall be referred to as the "Employment Period."

(b) Position and Responsibilities. During the Employment Period, the Employee will serve as City Attorney of the City of Flagstaff. Employee shall perform the functions and duties set forth in Article IV, Section 4 of the Charter of the City of Flagstaff (Exhibit A), and shall perform consistent with federal law, state law and the City Code of Flagstaff. Employee shall perform other legally permissible and proper duties and functions as the City Council shall from time to time assign. The Employee will devote substantially all of her skill, knowledge and working time to the conscientious performance of such duties except for reasonable vacation time, absence for sickness, and authorized leaves of absence. To the extent that it does not significantly interfere with the performance of the Employee's duties hereunder, it shall not be a violation of this Agreement for the Employee to (i) serve on civic or charitable boards or committees, and (ii) deliver lectures or fulfill speaking engagements at educational institutions. Employee shall not spend more than ten (10) hours per week in teaching, counseling or other non-Employer connected business without the prior approval of City Council. The Employee represents that she is entering into this Agreement voluntarily and that, to the best of her knowledge, her employment hereunder and compliance by her with the terms and conditions of this Agreement will not conflict with or result in the breach of any agreement to which she is a party or by which she may be bound.

3. Base Salary. As compensation for the services to be performed during the Employment Period by the Employee hereunder, the City will pay the Employee an annual base salary of not less than One Hundred Fifty-five Thousand and no/100 dollars ($155,000.00). The City may review Employee's base salary at any time, and may, in its discretion, change such base salary as City deems appropriate, provided, however, that Employee's base salary under this agreement shall not be less than One Hundred Fifty-five Thousand and no/100 dollars ($155,000.00). The Employee will also receive increases in pay as provided to other management employees.

4. Employee Benefits. During the Employment Period, Employee and the Employee's dependents are eligible and may participate in Employee benefit programs in accordance with the programs of the City available to employees. Such benefits may include (without limitation) medical, dental, vision, employee assistance programs, accidental death and dismemberment, individual and group life insurance, and other such benefits (sometimes referred to hereinafter as "welfare benefits"). The City may amend its welfare benefit program at any time without limitation in accordance with applicable State and Federal law. Employee shall also be entitled to participate in the Arizona State Retirement System.

5. Perquisites and Expenses.

(a) General. During the Employment Period, the Employee shall be entitled to participate in any special benefit or perquisite program generally available from time to time to employees of the City on the terms and conditions then prevailing under such programs.

(b) Automobile Expense. During the Employment Period, Employee shall receive an automobile allowance in the amount of Three Hundred Fifty and no/100 dollars ($350.00) per month. Employee shall have the right to use a rental vehicle or her own vehicle in accordance with the City of Flagstaff Travel Policy.

(c) Business Travel, Lodging, etc. The City, subject to budget constraints, shall reimburse the Employee for reasonable travel, lodging and meal expenses incurred by her in condition with her performance of services hereunder or professional development, upon submission of evidence, satisfactory to the Employer, of the incurrence and purpose of each such expense.

(d) Professional Dues. The City agrees, subject to budgeting constraints, to budget for and to pay the professional licensing fees, dues and subscriptions of Employee.

(e) Vacation. Employee shall accrue twenty-one (21) days per year of vacation reflecting ten to fourteen (10-14) years of public service.

(f) Sick Leave. Employee shall be awarded twelve (12) days per year of sick leave and shall have six (6) days credited and available for immediate use.

6. Termination of Employment.

(a) Termination for Cause. The City shall be entitled at any time to terminate Employee's employment with City for Cause. For purposes of this Agreement, the City shall have "Cause" to terminate the Employee's employment as authorized by Article IV of the City

Charter. Upon the Employee's Date of Termination for Cause, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. Upon Termination for Cause, the City shall pay to Employee the following amounts:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(b) Termination Due to Death or Disability. The City may terminate this Agreement immediately upon Employee's death or disability. "Disability," for purposes of this Agreement, means a condition that results in benefits to the Employee under any long-term disability arrangement of the City or an Affiliate, or the failure of the Employee to render and perform the services required of her under this Agreement, for a total of one hundred and eighty (180) days or more during any consecutive twelve (12) month period, because of any physical or mental incapacity. Upon the Employee's Date of Termination due to her death or disability, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. Upon Termination due to Death or Disability, the City shall pay the Employee the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination. If termination is due to death, the amount shall be paid on the next applicable pay period after the Employee's Date of Termination. If termination is due to disability, the amount shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) If termination is due to disability, an amount equal to six (6) months of Base Salary shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(iii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(c) Termination by the City Without Cause. The City may terminate the Agreement without cause by providing Employee with forty-five (45) days written notice of its intent to terminate the Agreement. In the event Employee resigns following a request, whether formal or informal, by at least four (4) members of the City Council that she resign, Employee may at her option deem herself to be "Terminated without Cause" for purposes of this Agreement. Upon termination of Employee's employment without Cause, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. The City shall pay the Employee, and the Employee shall be entitled to receive, the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) An amount equal to six (6) months of Base Salary shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(iii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination; and

(iv) Insurance coverage for a period of six (6) months following the Employee's Date of Termination.

(d) Voluntary Termination by the Employee. Employee may terminate this Agreement by providing forty-five (45) days written notice of her intent to terminate pursuant to this section. Upon voluntary termination by the Employee, the Employment Period will immediately terminate, and all obligations of the City under this Agreement will immediately cease. The City shall pay the Employee, upon the Employee's voluntary termination, the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid on the next applicable after the Employee's Date of Termination; and

(ii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(e) Notice of Termination. Any termination of the Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision of this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated.

(f) "Date of Termination" shall mean (i) if the Employee's employment is terminated by her death , the date of her death, (ii) if the Employee's employment is terminated by the Employer for Cause, the date on which Cause is determined, (iii) if the Employee's employment is terminated by the Employer Without Cause or voluntarily by the Employee, forty-five (45) days after the date on which Notice of Termination is given, and. (iv) if the Employee's employment is terminated by her disability, the date of the Notice of Termination.

7. Performance Evaluation. The City Council shall review and evaluate Employee' performance at least annually. The City shall provide adequate opportunity for Employee to discuss her evaluation with the City Council. The City Council shall conclude Employee' review and evaluation no later than June 17th of each year. Employee' review and evaluation

shall be in accordance with specific criteria developed jointly by the City Council and Employee. The City Council and Employee shall define goals and performance objectives annually, which they determine necessary for the proper operation of the City of Flagstaff and in attainment of the City Council's written policy objectives.

8. Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and all promises, representations, understandings, arrangements and prior agreements relating to such subject matter (including those made to or with the Employee by any other person or entity) are merged herein and superseded hereby.

9. Indemnification and Bonding. The City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the lawful performance of Employee' duties as City Attorney. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

10. Miscellaneous.

(a) Governing Law. This Agreement is governed by and is to be construed, administered, and enforced in accordance with the laws of the State of Arizona, without regard to Arizona conflicts of law principles, except in so far as federal laws and regulations may be applicable. If under the governing law, any portion of this Agreement is at any time deemed to be in conflict with any applicable statute, rule, regulation, ordinance, or other principle of law, such portion shall be deemed to be modified or altered to the extent necessary to conform thereto or, if that is not possible, to be omitted from this Agreement. The invalidity of any such portion shall not affect the force, effect, and validity of the remaining portion hereof.

(b) Withholding. All payments to be made to the Employee under this Agreement will be subject to required withholding of taxes and other required deductions.

(c) Amendments. No provisions of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is approved in writing by the City and the Employee. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

(e) Notices. Any notice or other communication required or permitted to be delivered under this Agreement shall be (1) in writing, (2) delivered personally, by courier service or by certified or registered mail, first-class postage prepaid and return receipt requested, (3) deemed to have been received on the date of delivery or on the third business day after the

mailing thereof, and (4) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate:

(A) if to the City, to it at:

Human Resources Director

211 West Aspen Avenue

Flagstaff, Arizona 86001

(B) if to the Employee, to her at

211 West Aspen Avenue

Flagstaff, Arizona 86001

(f) Reimbursement of Expenses in Enforcing Rights. If any action at law or in equity, or any arbitration proceeding is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to other relief so provided.

(g) No General Waivers. The failure of any party at any time to require performance by any other party of any provision hereof or to resort to any remedy provided herein or at law or in equity shall in no way affect the right of such party to require such performance or to resort to such remedy at any time thereafter, nor shall the waiver by any party or a breach of any of the provisions hereof be deemed to be a waiver of any subsequent breach of such provisions. No such waiver shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

(h) Authority. The City represents and warrants that this Agreement has been authorized by all necessary action of the City and is a valid and binding agreement of the City enforceable against them in accordance with its terms.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(j) Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

IN WITNESS WHEREOF, City has duly executed this Agreement by their authorized representatives and the Employee has hereunto set her hand, in each case effective as of the date first above written.

MICHELLE D'ANDREA

_____

CITY OF FLAGSTAFF

By_____

Jerry Nabours, Mayor

ATTEST:

By_____

City Clerk

APPROVED AS TO FORM:

By_____

Gordon Lewis, Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Human Resources Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration of Purchase under the Strategic Alliance for Volume Expenditures (S.A.V.E.) Contract: Contract Employment Program for Retirees - Employee leaseback.

RECOMMENDED ACTION:

Approve the purchase from Smart Works Plus for an annual amount up to $800,000 plus applicable taxes

Policy Decision or Reason for Action:

The City Human Resources Division currently utilizes a Mesa Public Schools contract #14-06MP through Strategic Alliance for Volume Expenditures (S.A.V.E.) to purchase phased retirement services as part of a contract employment program offered to many cities and state agencies throughout Arizona. A new service agreement has been created to address the need to offer full-time employees medical insurance to comply with the Affordable Care Act and the reimbursement process for those additional expenses.

Financial Impact:

Smart Works Plus charges a lease fee of 4% of the employee's salary and the City reimburses the applicable taxes which are the employer related expenses such as Social Security, FICA, Medicare, Unemployment, Workers Compensation and the cost of medical insurance, if elected by the retiree.

The phased retirement program has saved the City over $450,000 for the ten leased employees who have participated in the program since the program's inception due to the reductions in the employee's salary, FICA, Medicare, Unemployment and Workers' Compensation and Arizona Retirement System expenses. Leased employees are compensated at 75% of their exiting salary, sick leave, a reduced number of vacation days and pay for all holidays. These savings remain in each division's budget to offset the exiting employee's retirement payout first, 30 days salary savings and then may be used for other budgetary expenses.

Connection to Council Goal:

Effective governance

Has There Been Previous Council Decision on This:

On July 2, 2013 Council approved the purchase from Smart Works Plus for an annual amount up to $800,000 plus applicable taxes, under S.A.V.E.

Options and Alternatives:

1. Award the contract for phased retirement services through a contract employment program for retirees.
2. Do not award the contract for phased retirement services through a contract employment program for retirees.
3. Conduct our own formal solicitation process in lieu of utilizing Mesa Public Schools cooperative purchasing agreement through S.A.V.E.

Background/History:

The City of Flagstaff has a number of employees eligible for retirement and many of these employees have been with the organization for a significant length of time. Thus, the Human Resources division has been utilizing Smart Works Phased Retirement Program as a tool for succession planning within the municipal organization.

As employees begin to retire the phased retirement program provides an additional time frame after retirement to transfer knowledge to other employees within the municipal organization and/or for the employee to finalize any mission-critical projects. Many times the transfer of knowledge does not occur prior to retirement because the employee's retirement may have come earlier than expected or the employee has been too busy with day-to-day operations to focus on the transfer of knowledge. If the retirement was earlier than expected, this time may also be used to conduct recruitment efforts. An amount of time dedicated to the transfer of knowledge is incredibly important to the success of the newly appointed employee fulfilling the role, the municipal organization and the community.

Smart Works Plus provides phased retirement services to cities and state agencies throughout Arizona. This concept allows retirement-eligible staff to retire from the Arizona State Retirement System (ASRS) and return as a leased employee to their same position in the City or one for which they are qualified. This opportunity is available under current ASRS Return to Work rules.

All employees eligible for normal retirement with ASRS and demonstrating above-average performance would be eligible for the phased retirement program. The employee would complete a request form documenting what knowledge would be shared with other employees and/or what critical projects would be completed within the contract period. There must be a recommendation from the Supervisor and an agreement between the Supervisor, Division Director, Deputy City Manager and the employee regarding the critical projects or succession steps that will be completed.

The contract period for the leased employee ranges from three months to a year with the ability to extend for a maximum of one more year. Some reasons why a division may request an extension could be the recruitment process was not successful, changes in the budget situation, or a project has experienced an unexpected and uncontrollable delays. To date, only one leased employee has exceeded a one year contract. A contract period of up to one year typically provides the municipal organization with a reasonable amount of time to complete the transfer of knowledge and/or complete critical projects without interfering with another employee's ability to advance their career. The phased retirement program promotes succession and transfer of knowledge, which benefits the newly appointed employee.

Phased retirement is a work-for-pay program and retains those positions for which the City cannot afford to lose. A program like this provides capacity within a limited budget and retains institutional knowledge and skills critical to the success of the City. It is a 'win-win' for the City of Flagstaff, the employees and the community.

Key Considerations:

The phased retirement program provides the City with another tool to provide succession planning. The program allows for a period of time specific to the transfer of knowledge and completion of mission critical projects. Both of these things are important to the success of newly appointed employees, the municipal organization and the community.

Community Benefits and Considerations:

The community benefits from the transfer of institutional knowledge and the completion of critical projects. The phased retirement program provides valuable transition time, so the City may retain the exiting employee's knowledge and expertise through transferring this information to another employee within the municipal organization. Utilizing exiting employee's knowledge and expertise to finalize critical projects also provides a positive benefit to the community.

Community Involvement:

Inform
Consult
Involve
Collaborate
Empower

(Choose one of the above and then delete remaining text. For a fuller definition, hover over the title bar above for this text box.)

Expanded Options and Alternatives:

Attachments: Service Agreement
Exhibit B Sample
Exhibit C Sample

SERVICE AGREEMENT

This SERVICE AGREEMENT (this "Agreement") is entered into as of this 17th day of June, 2014 between smartschoolsplus, inc, an Arizona corporation, d/b/a smartworksplus ("Provider"), and City of Flagstaff ("Entity").

RECITALS

A. Provider is a corporation engaged in the business of providing professional services, including employee staffing services, to governmental entities;

B. Provider's employees include qualified full-time classified and exempt employees in good standing;

C. Entity is a governmental entity within the State of Arizona that requires the services of qualified full-time classified and exempt employees in good standing.

D. Entity is authorized to enter into this Agreement pursuant to [insert authority for Entity to hire its own employees] Arizona Revised Statute (A.R.S.) § 9-274(A) (1) and (2) and Article One, Section 3 of the Charter of the City of Flagstaff.

E. City desires to obtain services, as more fully described in Exhibit A, attached hereto ("Services") from Provider and Provider is willing to provide Services to City upon the terms and conditions contained in this Agreement, pursuant to RFP #14-06MP and the associated contract issued by the Strategic Alliance for Volume Expenditures (SAVE) available to District/State Entities.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, Provider and Entity agree as follows:

1. Services. Provider shall provide the Services set forth in this Agreement and in the Scope of Services attached as Exhibit A (collectively, "Services").

2. Provider Employees.

A. Employment Agreement. Provider shall enter, or has previously entered, into employment agreements ("Employment Agreements"), substantially in the form of Exhibit B, attached hereto, with qualified full-time classified and exempt employees in good standing (collectively, "Provider Employees") to provide Services required by Entity. A roster of Provider Employees, and their daily pay rates, are set forth in Exhibit C. A copy of each Employment Agreement shall be provided to Entity before the Provider Employee reports to work for the Entity. Provider shall (i) take steps to assure that each Provider Employee performs in accordance with his or her Employment Agreement, and (ii) provide general direction, supervision and control of each Provider Employee in the performance of his or her duties, as more fully described in the Scope of Services.

B. Payroll. Provider, and not Entity, shall be solely responsible for administrative employment matters regarding Provider Employees including, but not limited to, all payroll and payroll income tax withholding matters, payment of workers' compensation premiums and funding of appropriate fringe benefit programs. Provider agrees to hold harmless Entity for failure to remit to the appropriate governmental authority any and all taxes, assessments or governmental charges in connection with its employment of Provider Employees. Entity shall immediately forward to Provider any garnishment orders, involuntary deduction orders, notices of IRS liens and other forms of legal process received by Entity affecting payment of wages to Provider Employees and shall cooperate with Provider in responding thereto.

C. Health and Safety. Provider shall, and shall require Provider's Employees to, comply with all health and safety laws, regulations, ordinances, directives and rules imposed by controlling federal, state or local governments, and shall immediately report all work-related accidents involving the Provider Employee within 24 hours to Entity. Provider shall provide where necessary, and shall require that all Provider Employees use, personal protective equipment as required by federal, state or local law, regulation, ordinance, directive or rule.

D. Compensation of Provider Employees. Provider shall pay Provider Employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Provider shall maintain complete and accurate records of all wages paid to a Provider Employee assigned to provide services to Entity. Provider shall be exclusively responsible for, and shall comply with, applicable law governing the reporting and payment of wages, payroll-related taxes and unemployment taxes attributable to wages paid to Provider Employees assigned to provide services to Entity.

E. Legal Arizona Worker's Act. Provider, and not Entity, shall be responsible for compliance with the Legal Arizona Worker's Act (2007), as amended from time to time. Compliance shall include, but not be limited to, verification of employment eligibility for all new employees through the E-Verify program, as defined in A.R.S. § 23-211.

F. Non-Compliance. Entity shall provide the Provider with written notification regarding alleged non-compliance. Non-compliance includes not satisfactorily meeting the requirements outlined in the Agreement, substandard job performance and failure to satisfactorily comply with any rules, guidelines, policies, procedures or regulations promulgated by Provider or Entity. Provider and Provider Employee may have ten (10) days following the receipt of such written notification to cure non-compliance before termination of the Agreement.

G. Termination. Provider or Entity may terminate this Agreement, with respect to any or all of the Provider Employees, without cause or justification of any kind, by providing the other party with written notice of such termination at least 30 days prior to the effective date of termination. Entity and Provider shall each have the right to immediately terminate the service of, and therefore cease to have any obligation with respect to, any particular Provider Employee, upon written notice to the other (or its successor in interest) upon the occurrence of any of the following:

(1) if the Provider Employee: (i) embezzles, steals or misappropriates funds or property of Entity or Provider or defrauds Entity or Provider; (ii) is convicted of a felony or a misdemeanor involving moral turpitude; (iii) has a necessary license or certification revoked or suspended; or (iv) commits an act or omission which constitutes unprofessional conduct or which adversely affects the reputation of Entity or Provider;

(2) the death of the Provider Employee occurring any time during the term of this Agreement, in which event this Agreement (as it relates to that employee) shall terminate as of his or her date of death;

(3) the permanent disability of the Provider Employee occurring at any time during the term of this Agreement. For purposes of the foregoing, a Provider Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, the Provider Employee is unable to substantially perform his duties hereunder during either (i) any continuous period of 30 days, in which event this Agreement shall terminate as of the first day following the end of such 30-day period, or (ii) an aggregate of 45 days within a 12-month period, in which event this Agreement shall terminate as of the first day following the 45th such day; (iii) an aggregate of 25 days within a 6-month period, in which event this Agreement shall terminate as of the first day following the 25th such day; (iv) an aggregate of 17 days within a 3-month period, in which event this Agreement shall terminate as of the first day following the 17th such day;

(4) in the event that Provider sells or disposes of all or substantially all of its assets or permanently discontinues operating its business;

(5) in the event that a Provider Employee is unwilling**,** unable or fails to satisfactorily comply with any rules, guidelines, policies, procedures or regulations promulgated by Provider or Entity for the conduct of Provider Employees during the term of the Provider Employee's Employment Agreement; or

(6) if it is later discovered that a Provider Employee has made any material misrepresentations or has failed to provide any material information in connection with the application for employment that was previously submitted to Provider or with the information furnished to Entity concerning the qualifications of the Provider Employee.

3. Compensation. Entity agrees to compensate Provider for work performed, and reimbursable expenses incurred in the performance thereof, by Provider Employees in accordance with the compensation schedule attached hereto as Exhibit D. Provider shall invoice Entity monthly; invoices shall be due and payable within 15 days after receipt by Entity. The parties acknowledge and agree that Provider Employees shall receive wages solely from Provider. Entity shall not pay any Provider Employee in cash or by any other means for any services rendered by such Provider Employee pursuant to his or her Employment Agreement. Any individual whom Entity pays directly for any services rendered shall not be considered a Provider Employee as to any services for which Entity provides compensation.

4. Responsibilities of Entity. In addition to its payment, and other obligations set forth in this Agreement, Entity shall have the following responsibilities:

A. Supervision; Reporting. Entity shall provide daily monitoring of the Provider Employees and shall report to Provider on an annual basis regarding the Provider Employees' performance of their respective duties.

B. Safety Obligations. Entity shall take steps to assure a safe workplace for Provider Employees, shall supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training, maintaining OSHA log), shall include Provider Employees in any specific safety training that Entity offers or requires for its own personnel in the same or similar positions, and shall inform Provider of any necessary protective equipment that Provider Employees must use in the performance of services for Entity. Provider or its workers' compensation carrier has the right to inspect Entity's premises and operation, but is not obligated to conduct any inspections. Provider reserves the right to audit safety activities. Provider or its insurer shall give reports to Entity on the conditions found at Entity's worksites. Neither Provider's insurer nor Provider warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes or standards.

5. Term. The term of this Agreement shall commence as of July 1, 2014 and shall end on June 30, 2015, unless earlier terminated pursuant to the provisions hereof, and may be renewed annually for three (3) additional fiscal years unless terminated pursuant to the provisions hereof. Entity acknowledges and agrees that prior to any renewal; the Exhibits will be adjusted to account for changes in the duties, responsibilities and wages for Provider Employees. Provider shall provide revised copies of the Exhibits to Entity at least thirty (30) days prior to the end of the then-current term.

6. Insurance.

A. Worker's Compensation.

(1) Except as otherwise provided in this Agreement, Provider shall be considered the "employer" of all Provider Employees for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. Provider shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirement of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than $500,000 for each accident and $500,000 for bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Entity from the workers' compensation insurer. Provider shall, upon Entity's request, upon termination of this Agreement, provide to Entity records regarding the loss experience for workers' compensation insurance provided to Provider Employees pursuant to this Agreement.

(2) Entity and Provider understand, agree and acknowledge that no individual shall be covered by Provider's workers' compensation insurance, or be issued a payroll check unless prior to commencing work for Entity that individual satisfies the following requirements: (a) is employed by Provider in Arizona to work in Arizona; (b) is performing Services for Entity pursuant to this Agreement; (c) is listed on Provider's roster of Provider Employees in Exhibit C; (d) has completed Provider's required enrollment forms and, where applicable, is certified or licensed as required by law for the position in which employed by Provider; (e) has completed necessary criminal background checks, including fingerprinting; (f) has entered into an Employment Agreement with Provider; (g) has provided all data required by Provider for payroll processing and workers' compensation coverage; and (h) has been entered onto Provider's payroll system.

(3) Entity understands, agrees and acknowledges that the workers' compensation insurance that Provider shall provide under this Agreement shall only cover individuals who are listed on Provider's roster of Provider Employees in Exhibit C, and shall not cover other individuals who might perform services for Entity, whether as employees, independent contractors or otherwise. Entity agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Entity's own employees.

B. Other Insurance.

Provider shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Services by Provider and by Provider Employees.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Provider shall provide coverage with limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	$ 2,000,000
Products – Completed Operations Aggregate	$ 1,000,000
Personal and Advertising Injury	$ 1,000,000
Blanket Contractual Liability – Written and Oral	$ 1,000,000
Fire Legal Liability	$ 50,000
Each Occurrence	$ 1,000,000

(b) Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	$1,000,000

(c) Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

(d) Provider shall provide unemployment insurance coverage to the extent required by law.

Entity shall be added as an additional insured to the CGL policy. The CGL Policy, Automobile Liability Policy and Professional Liability Policy shall each be primary and payable prior to any payment under any other insurance or self-insurance provided or maintained by the Entity, and shall be written to provide that each policy may not be canceled without thirty (30) days prior written notice to Entity.

C. Medical Insurance.

Provider shall make available to Provider Employees medical coverage that is affordable, provides minimum value, and meets the requirements of minimum essential coverage, as those terms are defined for purposes of the Affordable Care Act ("Medical Insurance"). The Provider Employee portion of the premium for the Medical Insurance will not exceed 9.5% of the Provider Employee's W-2 wages, as reflected in Box 1 of the W-2 form. Entity shall reimburse Provider for Provider's out-of-pocket costs for the Medical Insurance in excess of the portion of the premium paid by Provider Employees who elected to accept the Medical Insurance.

7. Independent Contractor. The relationship created by this Agreement shall be deemed and construed to be, and shall be, that of principal and independent contractor. Provider has no authority to enter into any contract or incur any liability on behalf of Entity. Provider's employees are not intended to be and shall not be considered employees of Entity. Except as otherwise provided in this Agreement, Provider retains full control over the employment, direction, supervision, compensation, discipline and discharge of all persons performing Services under this Agreement.

8. Non-Exclusive Use. Provider acknowledges and agrees that Entity may enter into agreements with other provider organizations to supply services to Entity and that Provider is not the exclusive organization with which Entity may contract to provide services.

9. Notice. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when hand delivered to the party addressed or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

If to Provider: smartworksplus
P.O. Box 11618
Tempe, AZ 85284-0027

With a copy to: Perkins Coie Brown & Bain P.A.
2901 N. Central Ave., Suite 2000
Phoenix, AZ 85012
Attention: Judith K. Weiss, Esq.

If to Entity:	City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001
With a copy to:	City Attorney City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001

Either party may alter the address or addresses to which communications or copies are to be sent to such party by giving notice of such change of address in conformity with the provisions of this Section 9.

10. Binding Nature of Agreement; Assignment and Nominee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by a writing signed by both parties.

12. Waiver. The failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.

13. Costs and Expenses. Each party hereto shall bear its own costs, including attorneys' fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement and the transactions contemplated hereby, and all matters incident thereto.

14. Headings. All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

15. Construction; Interpretation. This Agreement is intended to express the mutual intent of the parties hereto and thereto, and irrespective of the identity of the party preparing any such document, no rule of strict construction shall be applied against any party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting either gender include the other gender; references to "writing" include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "but not limited to." The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association, governmental entity or any other entity.

16. Exhibits and Recitals. All Exhibits referred to herein and the Recitals made and stated hereinabove are hereby incorporated by reference into, and made a part of, this Agreement.

17. Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to be material and to have been relied on by the parties in entering into this Agreement and shall survive the execution and delivery of this Agreement.

18. Governing Law; Forum; Venue. This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained (i) if applicable, in accordance with the procedures established by the Entity for the resolution of contracts claims and controversies, or, if such procedures are not applicable, then (ii) in a federal, state or local court located within Coconino County, Arizona.

19. Knowing Covenants. The parties hereby represent to each other that the covenants and agreements provided for in this Agreement have been knowingly and voluntarily granted after thorough consultation with counsel as to the binding effect thereof. Based upon consultation with counsel, the parties hereby represent and warrant to each other that this Agreement is binding and enforceable in accordance with its terms.

20. Indemnification. Provider shall indemnify, defend and hold harmless Entity, its mayor and council members, officers, directors, employees, insurers, indemnitors and agents (hereinafter referred to as "Indemnitee") for, from and against all suits, claims, actions, liabilities, damages, losses, expenses and debt, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property, or any other claim or loss of any kind incurred by Indemnitees or any of them arising from, attributable to or caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, shareholders, or agents) or any Provider Employee in the performance of or related to the performance of the duties of Provider or of any Provider Employee as described in the Employment Agreement (including, but not limited to injuries to Provider Employees that may or may not be covered by workers compensation insurance). This indemnity includes any claim or amount arising out of or recovered under Workers' Compensation Law or arising out of failure of such Provider or Provider Employee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the Indemnitees and each of them for losses arising from the work performed by Provider or by any Provider Employee for the Entity.

21. Conflict of Interest. The parties expressly acknowledge that Entity has the option of canceling this contract within three years from the date of execution without any further penalty or obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Entity is at any time during the term or any extension thereof, an employee or agent of Provider or a consultant to Provider. Provider acknowledges the potential for a current Entity employee to become a Provider Employee and recognizes the applicability of A.R.S. § 38-511.

22. Scrutinized Business Operations. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, the Provider certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operation" shall have the meaning set forth in Sections 35-391.06 or 35-393.06 as the case may be. If the Entity determines that the Provider submitted a false certification the Entity may impose remedies as provided by law including cancellation or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written and effective as of the date hereinabove stated.

"Provider"	"Entity"
smartschoolsplus, inc. an Arizona corporation, d/b/a smartworksplus	City of Flagstaff
_____	_____
By: Sandra McClelland Its: President	By: Jerry Nabours Its: Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
ATTORNEY

EXHIBIT A

Scope of Services

The following Services shall be performed by smartschoolsplus, inc. [d/b/a smartworksplus] in fulfillment of its obligations under the terms of the Agreement.

1. Provider shall recruit, hire, train, evaluate and supervise Provider Employees who are professionally and technically qualified to perform the duties of full-time classified and exempt employees and shall discipline and terminate Provider Employees, as appropriate, including the following:

a. maintaining a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA") and the Arizona Employment Protection Act ("AEPA");

b. maintaining a system of statewide personal background checks on all Provider Employees provided to Entity to include statewide criminal background check and fingerprinting. Provider shall ensure that all Provider Employees possess all licenses, certifications and qualifications necessary to enable them to perform their assignments and that Provider Employees have satisfied any legal prerequisites to the performance of their assignments;

c. maintaining a system of performance evaluation in accordance with the Entity's evaluation standards supplemented by Provider standards for each Provider Employee, and provides copies of completed evaluations to Entity;

d. maintaining a program of supervision that enforces the policies and procedures of Entity. In order to maintain the program, Provider shall designate one or more on-site staff as the supervisor and/or Provider contact who shall be responsible for addressing and responding to Provider Employees. The designated on-site supervisor and/or Provider contact shall be trained by Provider in regard to: (i) applicable workers' compensation laws; (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures; and (iii) workplace violence prevention, including the detection of early warning signs of violence and the proper reporting of threats and acts of violence. The supervisor and/or Provider contact shall promptly notify Entity of any human-resource-type issue raised by a Provider Employee that may affect Entity, such as threats of violence, harassment, discrimination or retaliation;

e. providing each Provider Employee information regarding his or her obligation to comply with all of Entity's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies. Provider shall establish a complaint and/or reporting procedure for violations of policies and instruct Provider Employees on the use of the procedure. Provider shall obtain written acknowledgement from the Provider Employee that he or she has read, understood and agrees to abide by those policies and procedures;

f. providing annual harassment, discrimination, retaliation training for all Provider Employees, or ensure Provider Employees participate in similar training provided by Entity. Provider shall maintain a record of all such training; and

g. preparing and distributing an Employee Handbook to Provider Employees that identifies and explains Provider's policies and procedures that are to be followed during the course of the Provider Employees' employment with Provider.

2. Provider shall inform the Provider Employee in writing that he or she is employed by Provider, not Entity.

3. Provider shall inform the Provider Employee in writing that job related illness/injury reports are to be made to the supervisor or Provider contact and provide information on where and how reports are to be made to Provider contact.

4. Provider shall notify Provider Employees in writing that the only benefits they shall receive shall be from Provider, and that they are not entitled to any benefits from Entity.

5. Provider shall be responsible for the quality, adequacy and safety of the Services provided by Provider Employees pursuant to this Agreement, and the acts, errors or omissions of Provider Employees at all times.

EXHIBIT B

Form of Employment Agreement

See Exhibit B Sample

EXHIBIT C

Roster of Provider Employees and Fee Schedule

The Roster is maintained by Human Resources and approved by the City Manager.

See Exhibit C Sample

EXHIBIT D

Provider Compensation Schedule

Compensation: Provider compensation is computed based on the number of days Provider Employees work during a designated month, multiplied by their Daily Rate of Pay set forth in Exhibit C. Provider shall invoice Entity monthly (i) at agreed-upon offered contractual salary equal to 75% of Provider Employee's exit salary for Provider Employees that previously worked at Entity, or (ii) at agreed-upon offered contractual salary for Provider Employees that did not previously work at Entity.

Additional Compensation: Entity shall pay Provider for Provider Employees that have qualified for additional compensation authorized in advance and approved in writing by Entity. Provider shall invoice Entity, for agreed-upon additional compensation for Provider Employees. The method and timing of payment of such additional compensation shall be in accordance with the performance of such service.

Service Fee/Direct Payroll Costs: In addition to the payments for work performed and additional compensation, Entity shall pay Provider a service fee equal to four percent (4%) of Provider Employee's exit salary and all applicable direct payroll costs (e.g., Social Security, FICA & Medicare, AZ Unemployment, Federal Unemployment, Workers' Compensation (professional/staff)).

Reimbursement:

(a) Entity shall reimburse Provider for mileage, travel, conferences and other out-of-pocket expenses incurred by Provider Employees, but only if such expenses are approved (prior to the expense being incurred) by the Provider and Entity. To obtain such reimbursement, Provider Employees must submit a written claim for reimbursement to Entity. Entity shall forward the claim to Provider. Provider shall reimburse the Provider Employee and include the amount of the reimbursement on Provider's invoice to Entity.

(b) Entity will reimburse Provider for Provider's out-of-pocket costs to provide Medical Insurance coverage to Provider Employees pursuant to Section 5(c) of this Agreement.

Discretionary Leave Days: Entity shall provide Provider Employees with vacation, sick and paid holidays. The vacation will be earned at one tier below the Provider Employee's exit number of days. Sick leave will be earned at the same rate as other employees. The holiday schedule will be the same as the other personnel in the same classification. All vacation, sick and holiday leave will be prorated based on the length of the Provider Employee's Agreement. In the event a Provider Employee exceeds the discretionary leave days, the Provider will invoice the Entity less the daily rate of pay per Provider Employee absence for each day missed.

Electronic Access: Entity shall provide each Provider Employee access to electronic and technological tools allowing for participation and function of normal Entity duties (e.g., Kronos, computer hardware and software, e-mail, internet, cell phones, etc.). Provider Employees shall be responsible for all taxes incurred as the result of personal use of the Entity's property such as cell phones. Provider Employees agree to follow all Entity guidelines and policies regarding use of the same.

MVD Annual Report: Entity shall provide an annual MVD report for each Provider Employee at the time of each annual performance evaluation.

Exhibit "B"

Terms Notice – 20__/20__

Employee Name & Demographic Information

Name: <First Name> <Middle Name> <Last Name> SSN: <SSN>

Mailing Address: <Mail Address> <Mail City>, <Mail State> <Mail Zip>

E-mail Address (required): <Email Address>

Home Phone: <Home Phone> Work Phone: <Work Phone>

* Employee agrees to notify of change to address/phone number within ten (10) days

Terms and Conditions:

Governmental Entity: <Govt. Entity Name> Total Employment Days: <Contract Days>

Position**: <Position> Worksite**: <Worksite>

(**subject to change upon reasonable request by Employer)

Term Period: <Contract Period> Number of Pay Periods: <# of Pay Periods>

First Check: <First Check> Last Check: <Last Check>

Determination of Annual Salary: <ssp Salary> Determination of Daily Rate of Pay: * <ssp DRP>

Determination of Pay Per Pay Period: * <Pay Per Pay Period>

* Payments to the employee will be made bi- monthly, for the number of pay periods indicated above for balance of the Term. All additional service pay approved for employees of smartworksplus will be at the discretionary current rate of smartworksplus.

Compensated Sick/Leave & Vacation Days

Sick/Leave Days per the Term: # <Sick Days> Vacation Days per the Term: ^ <Vaca Days>

Each employee is provided discretionary sick/leave days upon the initial placement. Compensated sick/leave days will not accrue beyond the Term and are included in the number of compensated employment days. IN THE EVENT AN EMPLOYEE EXCEEDS THE INDICATED SICK DAYS, THE EMPLOYEE WILL BE COMPENSATED LESS THE DAILY RATE OF PAY PER EXCESS DAY.

^ Each 12-month employee is provided vacation days as indicated. Vacation days will not accrue beyond the Term and are included in the number of compensated employment days.

By signing below, Employee hereby acknowledges that Employee has reviewed the foregoing information and affirms that the information is true and correct to the best of Employee's knowledge.

Employee Signature: _____Date: _____

Employer Signature: _____Date: _____

smartworks plus inc.
arizona's leader in phased retirement

Exhibit C
Fee Schedule 2014-2015

Last Name	First Name	MI	Position/Site	Contract Period Start Date/End Date	100% Salary Base	75% Annual Rate to swp	Days Employment	75% Daily Rate to swp	100% Extra Compensation	75% Add'l Compensation	Sick Days	Vacation Days
Sample	Sally		Dept Head/ City Hall	07/01/14-6/30/15	$75,000.00	$56,250.00	260	216.35	5,000.00	3,750.00	12	10
					$75,000.00	$56,250.00			$5,000.00	$3,750.00	$60,000.00	

SAMPLE

smartworkIsplus, inc.

By: _____

Name: Wiliam McClelland

Title: President

Date: July 1, 2014

City of Flagstaff

By: _____

Name: _____

Title: _____

Date: _____

Total Salaries/Added Pay	$60,000.00	
Social Security	$3,720.00	6.20%
Medicare	$870.00	1.45%
FUTA (first $7,000)	$126.00	0.90%
AZ SUI (first $7,000)	$88.20	0.63%
Workers' Comp	$468.00	0.78%
Workers' Comp*	$0.00	8.67%
Admin Fee	$2,400.00	4.00%
Total	**$67,672.20**	12.43%

# Returning employees - once 2014	0	FUTA = 63.00	AZ SUI = 44.10
#1st year employees - twice - 2014 & 2015	1	FUTA = 126.00	AZ SUI = 88.20

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jennifer Brown, Special Services Supervisor

Co-Submitter: Stacey Brechler-Knaggs, Grants Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of Grant Application: Consideration authorizing the submission of a grant application to the U.S. Department of Justice, FY2014 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,330 to pay for Police Staff Overtime and a Rapid Deployable Portable Repeater for Coconino County Sheriff's Department and authorizing the acceptance upon award of the grant agreement.

RECOMMENDED ACTION:

Approve the Submission of a Grant Application and Authorize Acceptance upon Award for the U.S. Department of Justice, FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) for an amount of $24,330.

Policy Decision or Reason for Action:

• Policy Decision or Reason for Action:
o Approval and acceptance of this grant application by consideration authorizing the submission of a grant application to the U.S. Department of Justice, FY2014 Edward Byrne Memorial Justice Assistance Grant in the amount of $24,330 to pay for scheduled police staff overtime.

o Decision Points
Without monies allocated by the FY 2014 Edward Byrne Memorial Justice Assistance (JAG) Grant monies needed to pay scheduled overtime for activities to prevent and control crime may not be available.

Financial Impact:

There is no financial impact to the Flagstaff Police Department in terms of expenditures.

Connection to Council Goal:

This grant will provide additional funding for scheduled overtime for the Flagstaff Police Department for activities to prevent and control crime.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

o Approve grant application

o Disapprove grant application

Background/History:

The U.S. Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA), was created in 1984 to provide federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and spend funds where they are most needed. The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state.

Key Considerations:

The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state.

The City has been certified as disparate and must submit a joint application for the aggregate of funds allocated. The JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. The disparate allocation occurs when the City is scheduled to receive one and one half times more than County, while the County bears more than 50% of the costs of prosecution of incarceration that arise for Part 1 violent crimes committed in the city.

City funds will be used to supplement overtime for community policing and property crime interdiction initiatives. As our citizens request additional patrols or when we can identify an area that would benefit from additional Police presence, these funds will be a key factor in assuring that we can provide these necessary services.

As part of the joint application process an IGA is required to be submitted to the funding agency indicating who will serve as applicant/fiscal agent for the joint funds. The IGA will authorize payment to the County in the amount of $7,299 of the JAG funds.

Expanded Financial Considerations:

The FY14 JAG funds have been allocated in the amount of $24,330 of which the City agrees to pay the County a total of $7,299 to be used to purchase a Rapid Deployable Portable Repeater for Coconino County Sheriff's Department.

The City amount of $15,580 will be used for Police overtime, with the remaining balance of $1,451 to be used for allowable administrative costs for the City as the applicant/fiscal agent.

This grant will fund approximately 346 person-hours of discretionary overtime for officers. As our economy continues to struggle, the financial impact of these funds cannot be minimized. Without these additional funds, the Flagstaff Police Department will be hard pressed to meet minimum manning levels and respond to emergencies without going over budget on overtime – even without manning the extra programs that the community has come to expect.

Community Benefits and Considerations:

These funds will assist the Flagstaff Police Department and the County Sheriff's Department to prevent and control crime, administer justice, and assist crime victims.

Community Involvement:

Inform: The law-abiding citizens of our community deserve and expect our streets and neighborhoods to be places where they feel safe. The numerous letters, comments and accolades the Police Department receives from citizens reinforce the need for these beneficial programs.

Expanded Options and Alternatives:

Approve Grant Application
- Disapprove Grant Application

Attachments: FY14 JAG Grant Application

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED May 29, 2014	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name City of Flagstaff	Organizational Unit Flagstaff Police Department
Address City Hall, 211 West Aspen Flagstaff, Arizona 86001-5359	Name and telephone number of the person to be contacted on matters involving this application Brechler-Knaggs, Stacey (928) 213-2227
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 86-6000244	7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT City of Flagstaff, Flagstaff Police Department FY 2014 JAG
12. AREAS AFFECTED BY PROJECT Northern Arizona	
13. PROPOSED PROJECT Start Date: October 01, 2013 End Date: September 30, 2015	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project AZ01

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	$24,330	
Applicant	$0	
State	$0	

Local	$0	Program is not covered by E.O. 12372
Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	$24,330	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2014 LOCAL SOLICITATION

ABSTRACT (Attachment 1)

Applicant's Name: City of Flagstaff, Flagstaff Police Department (FPD)
Title of Project: FPD & CCSO – FY 2014 JAG Program

Goals:
FPD - Funding to pay for approximately 346 hours of officer overtime, which will help our continued efforts to prevent or reduce crime and violence. In addition, funds to be used for allowable administrative costs for the City as the applicant/fiscal agent.

CCSO – Coconino County is the second largest county in the nation, with over 18,600 square miles. Our goal of this project is to use the rapid deployment portable repeater to extend range and facilitate interoperability with other radio platforms used emergency operations, disasters, and routine law enforcement activities. It is mounted in a small, mobile and durable pelican case, the repeater is man portable or can be mounted in a vehicle. The repeater connects any two GPH, DPH or KNG radios to double their effective range.

Description of Strategies:

FPD has a proven track record of establishing and maintaining crime prevention programs that elicit cooperation between community members and law enforcement personnel to control, detect and investigate crime. Using Community Policing principles and a CompStat policing model we have achieved a multifaceted, dynamic approach to crime reduction, improving quality of life and resource allocation. Crime data is collected, disseminated and analyzed on a regular basis so that effective strategies and tactics can be developed to prevent or solve crimes. Using CompStat data, department personnel and resources are rapidly deployed to most effectively reduce crime and protect property and relentless follow-up and assessment helps ensure results are achieved.

CCSO – Our strategy aligns with the Arizona State Homeland Security Strategy of Strengthening Information Sharing and Collaboration Capabilities. This project supports the State Strategy through prevention, protection, response, and recovery from all critical hazards by bolstering the common communication capability in interoperable voice communication.

Project Identifiers:

The five project identifiers that meet the criteria for the Edward Byrne Memorial Justice Assistance grant are Community Policing, Community Based Programs, Policing, Crime Prevention and Overtime.

CCSO – The project activities that are associated with the FY2014 Justice Assistance Grant identifiers are 1) Communications, 2) Officer Safety, 3) Policing, 4) Crime Prevention, and 5) Community Policing.

Major Deliverables:
FPD – Approximately 346 hours of officer overtime, which will help our efforts to prevent or reduce crime and violence and allowable administrative costs.

CCSO – The purchase of the rapid deployable portable repeater will continue to maintain officer safety.

Coordination Plans:
FPD – Administer Officer Overtime to achieve the project goal by the end of the grant period.

CCSO – We will enter into a Memorandum of Understanding (MOU) with the City of Flagstaff. Once this document has been fully executed, we will obtain approval from the County to purchase the equipment. The communications manager will order, receive, and implement the equipment. He will track the equipment in his communications inventory.

This grant will not coordinate with any other justice-related funding and will be used solely for overtime by the City of Flagstaff and for the purchase of the rapid deployable portable repeater for Coconino County Sheriff's Office.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2014 LOCAL SOLICITATION

PROGRAM NARRATIVE (Attachment 2)

The Employer Identification Number (EIN) on the SF-424 is the City of Flagstaff Municipal Government EIN. The Flagstaff Police Department has a vendor number that is 86-6000282, please use EIN listed on the SF-424. The City of Flagstaff's DUNS number is 088302625, valid until 01/22/2015. The Coconino County's DUNS number is 838150878, valid until 01/07/2015

Program Objectives

Flagstaff Police Department (FPD) –

FPD is applying for $24,330 (City $17,031 / County $7,299) under the purpose of: LAW ENFORCEMENT PROGRAMS. The $15,580 direct costs will fund approximately 346 person-hours of discretionary overtime for officers. As the economy continues to struggle, budget cuts and economic crisis increase the likelihood of crimes therefore the financial impact of these funds cannot be minimized. We will be hard-pressed to meet minimum manning levels and respond to emergencies without going over budget on overtime, even without manning the extra programs that the community has come to expect. The remaining $1,451, 6.34% will be used for the administrative/indirect costs for the City as the applicant/fiscal agent.

Coconino County Sheriff's Office (CCSO) –

CCSO is applying for $7,299 under the purpose of: LAW ENFORCEMENT PROGRAMS. We will purchase a rapid deployable portable repeater. The Rapid Deployable Portable Repeater could be used by almost any division in the Sheriff's Office to enhance emergency communications. In the event of a search and rescue mission in remote or difficult terrain where personnel could not access our network of mountain top repeaters this portable repeater could be deployed to provide critical communications and enhance safety and efficiency. In the event of a loss of one of our mountain top repeaters this unit could be positioned to temporarily provide some repeater coverage while the primary repeater is being repaired. With equipment that Search and Rescue already has, this repeater could be set up as a cross band repeater between VHF and UHF to aid in interoperability with the Arizona Department of Public Safety (DPS) and the Arizona Snowbowl (the area's ski resort) who currently operate on UHF.

Often when emergencies occur one of the significant issues that is mentioned during the after action review is communications difficulties. This portable repeater could help to alleviate some of those issues by providing repeater capability in the response area.

Organization Capabilities/Competencies

FPD - We know our strategies work – in calendar year 2014 alone we achieved a 8% reduction in Part One crimes, a 14% reduction in sex assaults, a 7% reduction in grand theft autos, a 9% reduction in burglaries, and a 10% reduction in DWI related collisions. The department's effective and consistent application of the methods and principles of CompStat and Community Policing have improved the safety and quality of life for the citizens of Flagstaff.

The City of Flagstaff Grants Management Team (GMT) is composed of the Grants Manager, Grants Specialist, Financial Officer/Accountant, and the Project Representative. This team

approach has assured the city's success in grant compliance from award to closeout. The GMT ensures all terms and conditions of the grant agreement are followed, provides the necessary financial and performance reports, monitors grant and contract performance, and that all evaluation, audit and closeout procedures are met.

The City of Flagstaff has a full time Grants Manager position which involves researching, monitoring, and applying for available municipal related grants, monitoring, implementing, evaluating, and assuring the compliance of terms and conditions, and in general, is the central coordinator for all grants, which may involve internal auditing and holding others accountable for proper grant compliance. The Grants Specialist position provides support to the Grant Manager in these functions. The Accountants assigned to the grants have a high level of technical expertise in governmental budgeting and accounting. In addition, the Project Representatives have extensive knowledge in the targeted areas in which they are seeking funds and administering the funded programs.

The City receives numerous federal grants, which are audited yearly by an Independent Auditor on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133. The Single Audit Report, Schedule of Expenditures of Federal Awards for the past five years, have reflected no audit findings.

CCSO - We are highly capable of implementing this project. Key players have been identified to oversee this project. Our communications manager has over 30 years of experience at the Sheriff's Office and will be procuring and implementing this equipment.

Program Activities - Design and Implementation

FPD – When not actively responding to citizen initiated calls for service, officers will use these funds to conduct proactive enforcement and education in neighborhoods and business areas to reduce crime and improve quality of life. These funds will pay for 353 hours of officer overtime, which will help preserve jobs and be a huge economic benefit to staff. Adding so many hours of "feet-on-the-street" for these community policing, Neighborhood Block Watch and CompStat initiatives will greatly enhance all our efforts toward our public safety mission.

Community Policing programs provide positive community relationships and excellent customer service to the community. Programs included in community policing include the following:

Neighborhood Block Watch: Neighborhood Block Watch meetings serve as a forum for officers to reach the public. Officers attend community support meetings bi-monthly to identify community concerns and crime patterns and make community policing contacts in the form of educational presentations and clean-up projects. In addition to sharing of information, officers develop problem-solving strategies which result in special enforcement projects, surveillances and "knock and talk" details.

CompStat is a multifaceted, dynamic approach to crime reduction. Data is collected, disseminated and analyzed on a regular basis so that effective strategies and tactics can be developed to prevent or solve crimes. Using these strategies, department personnel and resources are rapidly deployed. CompStat is a valuable tool for the Flagstaff Police Department and effectively reduces crime and protects property.

CCSO - The Sheriff's Office's communication manager will order, receive and implement the equipment. The Sheriff's Office Finance team will secure purchase orders, invoices and issue payment in a timely manner.

Project Plan - Impact/Outcomes, Evaluation, and Sustainment

FPD - In line with our community policing philosophy, field personnel use problem-solving methods to address crime, fear of crime and quality of life issues. In addition to sharing information, officers develop problem-solving strategies which resulted in numerous special enforcement projects, surveillances, and "knock and talks". Many of these activities are a direct result of increased criminal activities in a specific location or neighborhood and the citizen complaints or concerns over these activities. Our various "Safe" programs - Safe Streets, Safe Nights, and Safe Neighborhoods - are examples of programs that have been welcomed by our citizens and merchants. The law abiding citizens of our community deserve and expect our streets and neighborhoods to be places where they feel safe. The numerous letters, comments and accolades we receive from citizens reinforce the need for these beneficial programs.

Officers apply CompStat process to address citizens concerns of criminal activity, fear of crime and public intoxication in high crime areas. Specific initiatives, directed patrol efforts, and undercover surveillance have proved extremely effective. Officers also worked closely with community members to improve the environmental design and security of high traffic/high crime locations.

CCSO- After the initial purchase of the equipment, it will be deployed and evaluated during after action review boards. The equipment will be entered in the communications inventory and sustained by general funds.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2014 LOCAL SOLICITATION

BUDGET NARRATIVE (Attachment 3)

The $24,330 JAG funds will be divided between the disparate City of Flagstaff ($15,580), Flagstaff Police Department (FPD) and Coconino County Sheriff's Office (CCSO) ($7,299). The City share is slated to be used for discretionary overtime for our Officers to carry out Community Policing programs and CompStat initiatives.

CITY OF FLAGSTAFF –

Overtime Cost	Approx. Hrs.	Approx. Hrly Wage (includes ERE)	Total
Police Officer	346	$45.00	$15,580

City Administrative Costs	6.34%	$ 1,451

Fringe Benefits – Fringe benefits are for the personnel listed in budget category B and only for the percentage of time devoted to the project. The fringe benefits on overtime hours are only for FICA; Workman's Compensation, Arizona Public Safety Personnel Retirement employer's contribution, and Long Term Disability benefit. The percentages shown for these items on the Budget Detail Worksheet are the City of Flagstaff's burden rates for police officers' overtime hours.

The remaining $1,451 will be applied to the associated administrative costs, bringing the City of Flagstaff's total to $17,031. Administrative fees include costs associated with distributing the funds, monitoring the award, submitting reports (financial & progress), procurement, and closeout.

COCONINO COUNTY SHERIFFS OFFICE -

Coconino County will use the $7,299 to purchase a rapid deployable portable repeater to use in the field by officers.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2014 LOCAL SOLICITATION

REVIEW NARRATIVE (Attachment 4)

The City Staff Summary Report for the FY 2014 JAG grant application and the Intergovernmental Agreement will be presented at the July 1, 2014 or July 15, 2014 City Council meeting. These meetings are open to the public and posted in City Hall and on the City's website. To comment on an item that is on the agenda citizens are asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, their name will be called to address the council and provide comment. In addition, the Coconino County Board of Supervisors will address an agenda item on July 2, 2014, certifying approval of the grant application and an Intergovernmental Agreement between the disparate City of Flagstaff and Coconino County. The County Board meetings are also open to the public to comment on any agenda item.

This year's City funds will be spent to supplement overtime for officer's community policing and CompStat initiatives. These funds will pay for approximately 353 hours of Officer overtime which will help our efforts to prevent or reduce property crime and violence. Finally, adding so many "feet-on-the-street" for these important public safety initiatives will greatly enhance all our efforts toward our core mission.

The designated County funds will be spent on the purchase of a rapid deployable portable repeater for interoperability in the field.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2014 LOCAL SOLICITATION

APPLICANT DISCLOSOURE OF PENDING APPLICATIONS

The City of Flagstaff **does not** have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2014 LOCAL SOLICITATION

APPLICANT DISCLOSOURE OF HIGH RISK STATUS

The City of Flagstaff **is not** designated a high-risk applicant by another federal grant making agency.

General Instructions & **Resources** **View Budget Summary**

OMB APPROVAL NO.: 1121-0329
EXPIRES 7/31/2016

Budget Detail Worksheet

(1) **Purpose:** The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any **non-federal** (**match**) amount in the appropriate category, if applicable.

(2) For each budget category, you can see a sample by clicking **(To View an Example, Click Here)** at the end of each description.

(3) There are various hot links listed in red in the budget categories that will provide additional information via documents on the internet.

(4) **Record Retention:** In accordance with the requirements set forth in **28 CFR Parts 66** and **70**, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.

(5) The information disclosed in this form is subject to the Freedom of Information Act under 5 U.S.C. 55.2.

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (*Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50)* **To View an Example, Click Here**

PERSONNEL (FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
Officer	Officer	$35.00	Year	100.00	346	$12,110
					FEDERAL TOTAL	$12,110

PERSONNEL NARRATIVE (FEDERAL)

City discretionary overtime for our Officers to carry out Community Policing programs and CompStat initiatives

PERSONNEL (NON-FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			$0
					NON-FEDERAL TOTAL	$0

PERSONNEL NARRATIVE (NON-FEDERAL)

TOTAL PERSONNEL	$12,110

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (*Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)* **To View an Example, Click Here**

FRINGE BENEFITS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
Officer Fringe	$3,470.00	1	$3,470
		FEDERAL TOTAL	$3,470

FRINGE BENEFITS NARRATIVE (FEDERAL)

Fringe benefits are for the personnel listed in budget category B and only for the percentage of time devoted to the project. The fringe benefits on overtime hours are only for FICA; Workman's Compensation, Arizona Public Safety Personnel Retirement employer's contribution, and Long Term Disability benefi

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		NON-FEDERAL TOTAL	$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

TOTAL FRINGE BENEFITS	$3,470

C. **Travel** – Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category. **To View an Example, Click Here**

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								FEDERAL TOTAL	$0

TRAVEL NARRATIVE (FEDERAL)

TRAVEL (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								NON-FEDERAL TOTAL	$0

TRAVEL NARRATIVE (NON-FEDERAL)

TOTAL TRAVEL	$0

D. Equipment – List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. **To View an Example, Click Here**

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
Rapid Deployable Portable Repeaters (Coconino County)	1	$7,299.00	$7,299
		FEDERAL TOTAL	$7,299

EQUIPMENT NARRATIVE (FEDERAL)

Rapid Deployable Portable Repeater could be used by almost any division in the Coconino County Sheriff's Office to enhance emergency communications. In the event of a search and rescue mission in remote or difficult terrain where personnel could not access our network of mountain top repeaters this portable repeater could be deployed to provide critical communications and enhance safety and efficiency.

EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			$0
		NON-FEDERAL TOTAL	$0

EQUIPMENT NARRATIVE (NON-FEDERAL)

TOTAL EQUIPMENT	$7,299

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than $5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

To View an Example, Click Here

SUPPLIES (FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			$0
		FEDERAL TOTAL	$0

SUPPLIES NARRATIVE (FEDERAL)

SUPPLIES (NON-FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			$0
		NON-FEDERAL TOTAL	$0

SUPPLIES NARRATIVE (NON-FEDERAL)

TOTAL SUPPLIES	$0

F. Construction – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. **To View an Example, Click Here**

CONSTRUCTION (FEDERAL)

Purpose	Description of Work	Cost
	FEDERAL TOTAL	$0

CONSTRUCTION NARRATIVE (FEDERAL)

CONSTRUCTION (NON-FEDERAL)

Purpose	Description of Work	Cost
	NON-FEDERAL TOTAL	$0

CONSTRUCTION NARRATIVE (NON-FEDERAL)

TOTAL CONSTRUCTION	$0

G. Consultants/Contracts – Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.
Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from OJP. **To View an Example, Click Here**

CONSULTANT FEES (FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		$0
				SUBTOTAL	$0

CONSULTANT FEES NARRATIVE (FEDERAL)

CONSULTANT FEES (NON-FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		$0
				SUBTOTAL	$0

CONSULTANT FEES NARRATIVE (NON-FEDERAL)

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								SUBTOTAL	$0
								FEDERAL TOTAL	$0

CONSULTANT EXPENSES NARRATIVE (FEDERAL)

CONSULTANT EXPENSES (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								SUBTOTAL	$0
								NON-FEDERAL TOTAL	$0

CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)

TOTAL CONSULTANTS	$0

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of $100,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award.

CONTRACTS (FEDERAL)

Item	Cost
FEDERAL TOTAL	$0

CONTRACTS NARRATIVE (FEDERAL)

CONTRACTS (NON-FEDERAL)

Item	Cost
NON-FEDERAL TOTAL	$0

CONTRACTS NARRATIVE (NON-FEDERAL)

TOTAL CONTRACTS	$0
TOTAL CONSULTANTS/CONTRACTS	$0

H. Other Costs – List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. **To View an Example, Click Here**

OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					$0
				FEDERAL TOTAL	$0

OTHER COSTS NARRATIVE (FEDERAL)

OTHER COSTS (NON-FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					$0
				NON-FEDERAL TOTAL	$0

OTHER COSTS NARRATIVE (NON-FEDERAL)

TOTAL OTHER COSTS	$0

I. **Indirect Costs** – Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency , which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (*Note: Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73)* **To View an Example, Click Here**

INDIRECT COSTS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
Fixed Indirect Cost Rate	$22,879.00	6.34	$1,451
		FEDERAL TOTAL	$1,451

INDIRECT COSTS NARRATIVE (FEDERAL)

The City of Flagstaff hereby submits its indirect cost rate proposal effective July 1, 2013 through June 30, 2014 in accordance with OMB A-87, Cost Principles for State and Local Governments. The City of Flagstaff proposed fixed indirect cost rate for FY 2014 is 6.34%.

The City's indirect cost rate for FY 2014 is based on the City's actual expenditures for the fiscal year ending June 30, 2012 (FY 2012). As prescribed by OMB A-87, future rates will be based on actual expenditures and any difference in the fixed rate and actual rate will be roll-forward into subsequent rates.

INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		NON-FEDERAL TOTAL	$0

INDIRECT COSTS NARRATIVE (NON-FEDERAL)

TOTAL INDIRECT COSTS	$1,451

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	$12,110	$0	$12,110
B. Fringe Benefits	$3,470	$0	$3,470
C. Travel	$0	$0	$0
D. Equipment	$7,299	$0	$7,299
E. Supplies	$0	$0	$0
F. Construction	$0	$0	$0
G. Consultants/Contracts	$0	$0	$0
H. Other	$0	$0	$0
Total Direct Costs	$22,879	$0	$22,879
I. Indirect Costs	$1,451	$0	$1,451
TOTAL PROJECT COSTS	$24,330	$0	$24,330

Federal Request	$24,330
Non-Federal Amount	$0
Total Project Cost	$24,330

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

OMB APPROVAL
NUMBER 1121-0140

EXPIRES 03/31/2016

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity:

   a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
   b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Close Window

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has

received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN:

Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Close Window

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jennifer Brown, Special Services Supervisor

Co-Submitter: Stacey Brechler-Knaggs, Grants Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of an Intergovernmental Agreement: Consideration authorizing the approval of an Intergovernmental Agreement between the City of Flagstaff and Coconino County (County) for submission of a grant application to the U.S. Department of Justice, FY 2014 Edward Byrne Memorial Justice Assistance (JAG) Grant.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement with Coconino County for the FY 2014 Edward Byrne Memorial Justice Assistance Grant in an amount of $7,299 for the purchase of a Rapid Deployable Portable Repeater

Policy Decision or Reason for Action:

• Policy Decision or Reason for Action:
Approval of this Intergovernmental Agreement will enable the City of Flagstaff to pass through U.S. Department of Justice funding to the Coconino County to purchase one (1) Rapid Deployable Portable Repeater.
o Decision Points:
• No subsidiary decision points

Financial Impact:

o There is no financial impact to the Flagstaff Police Department in terms of expenditures.

Connection to Council Goal:

• Connection to Council Goal: Public Safety

o This grant will provide additional funding to purchase (1) Rapid Deployable Portable Repeater for the Coconino County Sheriff's Department.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

o Approve the IGA between the City and County.
o Reject the IGA between the City and County.

Background/History:

The U.S. Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA), was created in 1984 to provide federal leadership in developing the nation's capacity to prevent and control crime, administer justice, and assist crime victims. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and spend funds where they are most needed. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported with the state

Key Considerations:

The JAG formula program provides agencies with the flexibility to prioritize and place justice funds where they are needed most. The formula calculates direct allocations for local governments within each state, based on their share of the total violent crimes reported with the state.

The City has been certified as disparate and must submit a joint application for the aggregate of funds allocated. The JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. The disparate allocation occurs when the City is scheduled to receive one and one half times more than County, while the County bears more than 50% of the costs of prosecution of incarceration that arise for Part 1 violent crimes committed in the city.

City funds in the amount of $17,031 ($15,580 - direct costs/$1,451 - indirect costs) will be used to supplement overtime for community policing and property crime interdiction initiatives. As our citizens request additional patrols or when we can identify an area that would benefit from additional Police presence, these funds will be a key factor in assuring that we can provide these necessary services.

As part of the joint application process an IGA is required to be submitted to the funding agency indicating who will serve as applicant/fiscal agent for the joint funds. The IGA will authorize payment to the County in the amount of $7,299 of the JAG funds.

Expanded Financial Considerations:

The FY 2014 JAG funds have been allocated in the amount of $24,330, of which the City agrees to pass through to the County a total of $7,299 to be used to purchase (1) Rapid Deployable Portable Repeater.

Community Benefits and Considerations:

These funds will assist the Flagstaff Police Department and the County Sheriff's Department to prevent and control crime, administer justice, and assist crime victims.

Community Involvement:

Collaborate

Expanded Options and Alternatives:

1. Approve as recommended.
2. Reject IGA with the County, however this will jepordize the full funding to City and County

---

Attachments: FY14 JAG County IGA

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF, AZ AND COUNTY OF COCONINO, AZ

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2014 LOCAL SOLICITATION / CFDA #16.738

This Agreement is made and entered into this____day of_____, 2014, by and between COCONINO COUNTY, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of FLAGSTAFF, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Coconino County, State of Arizona:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statues Section 11-952 as a joint exercise of powers; and,

WHEREAS, both parties are required to enter into this Intergovernmental Agreement as co-applicants of a grant under Edward Byrne Memorial Justice Assistance Grant Program and to designate a fiscal agent for purposes of administering grant funds; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to serve as fiscal agent for purposes of accepting the JAG program grant award and to pay COUNTY a total of $7,299 of JAG funds.

Section 2.

COUNTY agrees to use $7,299 for the purposes outlined in the FY 2014 JAG Program award period of October 1, 2013 through September 30, 2015.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against either party other than claims for which liability may be imposed by the Federal Tort Claims Act. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. Neither party agrees to indemnify or hold harmless the other party.

Section 5.

Notwithstanding any other provision contained herein, this Agreement may be terminated if either party does not receive sufficient grant funds to carry out their purposes under the JAG program. Each party agrees to appropriate funds to continue its effort to apply for funding from the JAG program. If JAG funds are not awarded, the obligations of the parties shall terminate.

Section 6.

Before this Agreement can become effective and binding on either party, it must be approved by the respective governing bodies and the legal counsel of each party.

Section 7.

This Agreement shall remain in effect for the period of October 1, 2013, through September 30, 2015.

Section 8.

The County and the City, as co-applicants, agree to comply with the Standard Assurances provisions attached as Exhibit A to this Agreement.

Section 9.

This Agreement may be cancelled pursuant to Arizona Revised Statutes Section 38-511.

Approved by Resolution of the respective governing bodies hereto:

Dated: _____	Dated:_____
CITY OF FLAGSTAFF, AZ	COUNTY OF COCONINO, AZ
_____ Gerald W. Nabours, Mayor	_____ Matt Ryan, Chairman
ATTEST:	ATTEST:
_____ City Clerk	_____ Clerk of the Board
APPROVED AS TO FORM AND PROPER AUTHORITY:	APPROVED AS TO FORM AND PROPER AUTHORITY:
_____ City Attorney	_____ Deputy County Attorney

EXHIBIT A

OMB APPROVAL
NUMBER 1121-0140

EXPIRES 03/31/2016

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity:

   a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
   b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Close Window

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has

received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN:

Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Close Window

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	James Duval, Sr. Project Manager
Date:	06/09/2014
Meeting Date:	06/17/2014

TITLE:

Consideration and Approval of the award of Construction Contract: Innovation Mesa Business Accelerator and Alternate/Secondary Emergency Operations Center.

RECOMMENDED ACTION:

1) Approve the award of Construction Contract to FCI Constructors, Inc., and approve the Construction Contract with FCI Constructors Inc. in the amount of $5,938,338.00, and a 340 calendar-day contract period; and
2) Approve Change Order Authority to the City Manager in the amount of $297,000 (5% of contract amount excluding allowance) for unanticipated or additional items of work; and
3) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

- Provide construction phase services for the Innovation Mesa Business Accelerator and Alternate/Secondary Emergency Operations Center project

Financial Impact:

- The total available funding is estimated to be $8,262,500 of which $6,519,452 is available for construction.
- Funding is broken down as follows:
  - $4,000,000 – Federal Economic Development Administration (EDA) Grant
  - $3,162,500 – City match via Bond Capacity
  - $1,100,000 – Northern Arizona University

Connection to Council Goal:

- Retain, expand and diversify economic base.
- Effective governance

Has There Been Previous Council Decision on This:

- Voters approved bonds to be repaid by facility leases on May 18, 2004, for construction of a Science and Technology Park on McMillan Mesa and/or renovation of USGS Campuses.
- Council approved an EDA grant on November 6, 2012, for the Innovation Mesa Business Accelerator and Alternate/Secondary Emergency Operations Center.
- Council approved the award of the design contract on July 16, 2013.
- Council approved the acceptance of the Intergovernmental Agreement with NAU for financial contribution from the Arizona Commerce Authority on July 16, 2013.

Options and Alternatives:

- Approve the award as recommended.
- Reject approval of the award, redesign the project and re-advertise for bids. This option would have the effect of delaying the project by approximately nine months and could jeopardize the grant funding.

Background/History:

The Innovation Mesa Business Accelerator and Alternate/Secondary Emergency Operations Center (EOC), is intended to be the first of three buildings located adjacent to the USGS Campus and the Business Incubator, and will include a 28,000 square foot building featuring wet and dry labs/office space (80%) and light manufacturing space (20%), a conference room or alternate/secondary EOC, and server facilities. The primary purpose of the Business Accelerator is to provide space for Tier 2 companies and graduates of Northern Arizona Center for Entrepreneurship and Technology (NACET), as well as grow business startups and advance entrepreneurship and economic gardening programs within the region, and to retain and expand existing businesses through the creation of 300 jobs. The building will feature an alternate/secondary EOC (as part of the conference room) should disaster related circumstances arise and warrant the need by either City and/or County personnel.

The bid solicitation for the construction contract was published four times: April 27, May 4, May 11 and May 18, 2014. Eight bids were received on May 28, 2014, at the office of the City Purchasing Agent. A summary of bids received is shown below:

Architect's Estimate	**$6,400,253.00**
FCI Constructors Inc.	$5,938,338.00
TSG Constructors, LLC	$6,079,000.00
Loven Contracting	$6,100,776.99
BEC Southwest	$6,113,500.00
Sletten Companies	$6,609,649.13
Roche Constructors	$6,662,697.00
Concord General Contracting	$6,992,730.00
SDB Contracting Services	$7,015,116.00

Key Considerations:

The bid includes 18 deductive alternates. The EDA grant requires that the deductive alternates be evaluated for all bids in the order presented. Each deductive alternate is then subtracted from the base bid in the order listed until the total bid amount meets the project budget. The deductive alternates are sequenced to eliminate the lowest project priority first, and the highest priorities shown last, as follows:

ALTERNATIVE NO.	DESCRIPTION
18	Monument Sign Base
17	Feature Wall
16	Native Grass Irrigation
15	Ceilings in Hallway
14	Folding Partition in EOC
13	Northeast Patio
12	Operable Windows
11	Window Coverings
10	Automatic Doors
9	LED Lighting
8	Casework/Fumehood Lab 130
7	Casework/Fumehood Lab 131
6	Casework/Fumehood Lab 132
5	Carpet in offices
4	Insulation in Corridor Walls
3	Insulation in Dimising Walls
2	Eliminate One Chiller

Upon completion of the bid evaluation, FCI Constructors Inc. is recommended as the responsive and responsible bidder. FCI's base bid of $5,938,338.00 includes all 18 of the project elements listed above as deductive alternates. Because the base bid includes the project elements, and the bid amount is within the project construction budget, no deductive alternates were required.

The contract period is 340 calendar days with anticipated construction completion by mid-June 2015.

Expanded Financial Considerations:

Project expenditures will be funded as follows:
- EDA Grant share of $4,000,000
- City Bond Capacity of $3,162,500 repaid through tenant leases in the facility
- Northern Arizona University contribution of $1,100,000

The estimated budget for the project is currently funded in FY14 in the amount of $1,074,000 in account No. 404-09-422-3274-4. Staff is requesting $7,353,467 in FY15 to cover the remaining design, construction and project administration.

Community Benefits and Considerations:

The Innovation Mesa Business Accelerator and Alternate/Secondary Emergency Operations Center project will provide "soft landing" space for Tier 2 companies and graduates exiting NACET's incubation program, and allows new companies wishing to enter the program to have space within the facilities at Innovation Mesa. This project is intended to create over 300 jobs and $20 million in private investment within the first three years of operation. The addition of wet and dry laboratories in this phase is critical to expand and grow existing companies in the region as there is currently no known existing lab space for them to operate. This project will allow our community to retain local businesses that may otherwise leave the region to seek these types of services and facilities.

Specifically, this project will benefit four groups:

- High technology and bioscience startups will result from technology transfer and commercialization of research conducted by NAU faculty and students
- Local entrepreneurs will become more competitive in the global market through the technical and business advice from NACET staff and their statewide mentors group.
- Existing firms and new firms will locate facilities in northern Arizona to take advantage of the Innovation Mesa's facilities and to be near growing industry clusters. This facility is unlikely to compete with existing commercial facilities due to small lease areas, non-traditional finance terms, and lack of available lab space.
- Native American culturally specific businesses will be encouraged to expand their service areas through guidance from and access to NACET staff and business leaders serving on NACET's Advisory Committee.

Lastly, the purpose of the project is twofold: It will enable the City of Flagstaff to create an environment to recapture job losses resulting from emergency disasters by providing a facility should businesses be displaced; and, for Tier 2 companies and incubator graduates to expand and grow their businesses. It also provides other agencies an alternate/secondary emergency operations center for first responders to efficiently deliver vital services to communities and tribal nations during natural disasters. The facility helps build economic resiliency through long term economic stability in the community.

Community Involvement:

Collaborate - This project is a shared vision with state, local, and private entities. This collaborative partnership involves the City of Flagstaff, Arizona Commerce Authority, Northern Arizona University, Economic Collaborative of Northern Arizona, Northern Arizona Council of Governments, and Northern Arizona Center for Entrepreneurship and Technology. This collaborative partnership has already shown a proven ability to work together to advance the economic needs of the region.

Staff presented the project to the Northern Arizona Council of Governments in the spring of 2012 and received full support of the project. On June 12, 2012, staff presented the project to Council outlining the EDA grant and business pro forma. In addition, on August 30, 2012, staff conducted a public meeting as part of the Public

Participation Plan associated with a Rezoning Application for Innovation Mesa - Phase 2. On July 16, 2013, Council awarded the design phase services contract to APMI Inc. for the preparation of the design documents and the acceptance of the IGA with NAU for the financial assistance contribution from ACA.

Expanded Options and Alternatives:

1. Approve the award as recommended.
2. Reject approval of the award, redesign the project and re-advertise for bids. This option would have the affect of delaying the start of construction by approximately nine months and could jeopardize the grant funding.

Attachments: Vicinity Map
Bid Tabulation
Construction Contract

Innovation Mesa Business Accelerator & Emergency Operations Center Project

Title: Innovation Mesa BA & EOC Project
COF Proj. No. 243913
COF File No. 03-12005

0 255 510 1,020 1,530 2,040 Feet

April 18, 2013

Innovation Mesa Business Accelertor and Secondary EOC
03-12005 404-09-422-3274-4
Bid Opening 5/28/2014

ITEM #	DESCRIPTION	Architect's Estimate Scheduled Value	FCI Constructors Scheduled Value	Loven Contracting Scheduled Value	BEC Southwest Scheduled Value	TSG Scheduled Value	Sletten Construction Scheduled Value	Roche Constructors Scheduled Value	Concord Gen. Cont. Scheduled Value	SBD, Inc. Scheduled Value
001	INSURANCE	69,740.40	$26,684.00	$33,421.31	$46,000.00	$60,000.00	$30,220.91	$84,658.00	$62,806.00	$8,000.00
002	BONDING	69,740.40	$45,173.00	$48,479.00	$60,000.00	$120,000.00	$33,400.06	$61,967.00	$64,920.00	$132,000.00
101	GENERAL CONDITIONS	209,221.20	$216,745.00	$342,990.00	$313,000.00	$306,000.00	$759,937.45	$562,704.00	$316,521.00	$332,000.00
015	CONSTRUCTION STAKING	5,768.00	$12,000.00	$19,440.00	$20,000.00	$20,000.00	$28,500.00	$99,156.00	$20,375.00	$24,000.00
020	DEMOLITION	11,055.00	$2,933.00	$0.00	$3,000.00	$25,000.00	$1,000.00	$17,039.00	$955.00	$8,000.00
033	CONCRETE (BUILDING FOUNDATIONS/CUT OFF WALL)	132,225.00	$2,760.00	$110,100.00	$246,000.00	$325,000.00	$123,524.00	$364,500.00	$400,000.00	$378,000.00
034	CONCRETE (BUILDING SLAB)	174,490.00	$211,500.00	$367,000.00	$170,000.00	$168,000.00	$115,516.00	$109,350.00	$300,000.00	$186,000.00
042	MASONRY	53,289.00	$50,638.00	$50,638.00	$66,000.00	$61,000.00	$67,899.00	$72,198.00	$50,638.00	$52,000.00
051	STRUCTURAL STEEL	469,743.00	$487,795.00	$448,850.00	$500,000.00	$500,000.00	$523,809.00	$494,115.00	$511,834.00	$512,000.00
061	MISC. CARPENTRY	15,000.00	$700.00	$2,830.00	$500.00	$2,500.00	$2,729.00	$78,517.00	$2,539.00	$20,000.00
064	MILLWORK	29,665.00	$22,029.00	$12,894.00	$19,000.00	$19,900.00	$23,024.00	$117,776.00	$12,894.00	$20,000.00
072	THERMAL INSULATION, WEATHER BARRIERS	109,380.00	$26,381.00	$43,154.00	$37,000.00	$60,000.00	$34,068.00	$17,099.00	$26,381.00	$26,000.00
074	ROOFING, METAL FLASHINGS, SNOW GUARDS	329,700.00	$333,000.00	$374,519.35	$359,000.00	$350,000.00	$447,220.00	$316,607.00	$389,900.00	$435,000.00
075	METAL SIDING	29,739.00	$61,316.00	$66,091.65	$63,000.00	$78,000.00	$4,839.00	$135,689.00	$95,900.00	$57,000.00
079	SEALANTS. CAULKING	25,000.00	$10,825.00	$16,874.00	$17,000.00	$15,000.00	$8,342.00	$4,275.00	$16,874.00	$17,000.00
081	DOORS, DOOR HARDWARE	189,500.00	$70,040.00	$92,928.00	$95,000.00	$75,000.00	$63,312.00	$67,618.00	$74,988.00	$88,000.00
084	STOREFRONT WINDOWS, GLAZING	201,961.00	$204,440.00	$218,500.00	$207,000.00	$200,000.00	$176,448.00	$192,158.00	$207,299.00	$244,000.00
092	METAL FRAMING	186,091.00	$262,000.00	$142,094.25	$108,000.00	$138,000.00	$109,878.00	$143,357.00	$210,430.00	$220,000.00
093	GYPSUM WALLBOARD	137,004.00	$0.00	$173,670.75	$165,000.00	$138,000.00	$164,817.00	$179,196.00	$177,821.00	$200,000.00
095	CEILING SYSTEMS	19,928.00	$38,978.00	$21,542.00	$41,000.00	$15,500.00	$16,620.00	$35,839.00	$38,147.00	$16,000.00
096	FINISHES (CARPET, VCT, TILE, FLOOR SEALING)	93,514.00	$88,005.00	$104,600.00	$84,000.00	$130,000.00	$143,400.00	$70,383.00	$91,136.00	$70,000.00
099	PAINTING	58,215.00	$59,910.00	$103,770.00	$73,000.00	$50,000.00	$80,000.00	$83,910.00	$60,316.00	$125,000.00
102	SPECIALTIES (TOILET PARTITIONS, FIRE EXT, FEC, MAILBOXES, FLOOR GRILLS, ETC.)	30,480.00	$59,649.00	$69,465.00	$30,000.00	$66,000.00	$37,048.00	$26,969.00	$43,103.00	$49,000.00
122	BLINDS, WINDOW TREATMENTS	20,000.00	$13,187.00	$11,100.00	$12,000.00	$10,000.00	$21,760.00	$7,201.00	$11,100.00	$13,000.00
123	FURNISIHINGS (LAB CASEWORK, FUME HOOD)	73,500.00	$104,087.00	$104,086.67	$104,000.00	$100,000.00	$95,452.00	$28,806.00	$105,182.00	$104,000.00
210	FIRE PROTECTION	121,945.00	$39,000.00	$44,000.00	$42,000.00	$47,000.00	$44,567.00	$45,867.00	$44,567.00	$42,000.00
221	PLUMBING	169,665.00	$230,000.00	$248,860.00	$250,000.00	$160,000.00	$235,280.00	$459,904.00	$238,280.00	$254,000.00
230	HVAC EQUIPMENT	700,288.00	$0.00	$546,540.00	$260,000.00	$300,000.00	$219,780.00	$402,416.00	$276,000.00	$281,000.00
233	HVAC DUCTWORK, AIR DISTRIBUTION	151,366.00	$906,000.00	$163,962.00	$500,000.00	$400,000.00	$584,045.00	$229,952.00	$600,000.00	$492,000.00
234	HVAC CONTROLS	72,720.00	$0.00	$200,398.00	$140,000.00	$141,500.00	$137,363.00	$57,488.00	$142,000.00	$165,000.00

260	ELECTRICAL-POWER	591,315.00	$549,000.00	$312,216.60	$258,000.00	$160,000.00	$264,870.00	$329,541.00	$183,000.00	$594,000.00
263	ELECTRICAL-GENERATOR	-85,000.00	$58,266.00	$78,054.15	$70,000.00	$120,000.00	$71,555.00	$29,958.00	$120,000.00	$66,000.00
265	ELECTRICAL-LIGHTING	111,414.00	$0.00	$130,090.25	$169,000.00	$146,000.00	$173,966.00	$149,791.00	$146,000.00	$84,000.00
266	ELECTRICAL - IT/COMMUNICATIONS	72,270.00	$0.00	$50,260.00	$56,000.00	$41,000.00	$57,571.00	$59,916.00	$58,700.00	$14,000.00
280	FIRE ALARM/ACCESS CONTROL	33,876.00	$12,336.00	$12,336.00	$45,000.00	$25,224.00	$46,317.00	$29,958.00	$40,000.00	$22,000.00
312	EARTHWORK-SITE	108,926.00	$366,653.00	$99,804.09	$93,000.00	$200,000.00	$288,366.00	$221,510.00	$150,000.00	$85,000.00
313	EARTHWORK-SOIL STABILIZATION (DRIVE AREAS)	54,990.00	$0.00	$56,187.48	$10,000.00	$24,000.00	$0.00	$34,078.00	$31,155.00	$43,000.00
314	EARTHWORK- BUILDING PAD PREP	122,926.00	$0.00	$70,234.35	$218,000.00	$180,000.00	$215,000.00	$68,157.00	$216,476.00	$218,000.00
321	CONCRETE PAVING (CURBS, PARKING, SIDEWALKS, ETC.)	311,578.00	$550,703.00	$256,900.00	$260,000.00	$215,000.00	$245,716.00	$255,150.00	$402,580.00	$280,000.00
322	EXTERIOR IMPROVEMENTS (PAVEMENT MARKINGS, GATES, FENCES, ETC.)	28,470.00	$8,163.00	$19,664.00	$27,000.00	$3,500.00	$15,464.00	$15,405.00	$5,903.00	$40,000.00
328	LANDSCAPING - IRRIGATION	45,554.00	$46,700.00	$34,780.80	$29,000.00	$21,400.00	$42,000.00	$48,780.00	$21,487.00	$48,000.00
329	LANDSCAPING - PLANTING	89,277.00	$55,690.00	$52,171.20	$50,000.00	$80,000.00	$76,553.00	$73,170.00	$80,529.00	$24,000.00
330	SITE UTILITIES	69,745.00	$183,726.00	$188,659.00	$140,000.00	$209,000.00	$57,041.00	$132,540.00	$111,282.00	$127,000.00
333	LIFT STATION	49,365.00	$0.00	$51,775.00	$12,000.00	$16,000.00	$14,700.00	$26,508.00	$29,126.00	$13,000.00
334	STORMWATER AND LID INFRASTRUCTURE (INCL. STORMDRAIN, CULVERTS, UNDERDRAINS, BERMS, SOIL MIXTURE, ETC.)	135,073.00	$5,290.00	$56,187.48	$140,000.00	$50,000.00	$125,000.00	$106,032.00	$71,149.00	$135,000.00
998	CONTRACTOR FEE	369,625.00	$190,027.00	$133,685.23	$190,000.00	$188,135.00	$250,500.45	$168,749.00	$349,657.00	$267,000.00
999	SALES TAX (BASE BID)	330,916.00	$326,009.00	$314,973.38	$316,000.00	$318,341.00	$331,231.26	$346,740.00	$382,780.00	$385,116.00
	TOTALS (BASE BID)	$6,400,253.00	$5,938,338.00	$6,100,776.99	$6,113,500.00	$6,079,000.00	$6,609,649.13	$6,662,697.00	$6,992,730.00	$7,015,116.00
				$6,100,777.00		**$6,117,000.00**		**$6,662,700.00**	**$6,993,000.00**	
				$0.01		$38,000.00		-$3.00	-$270.00	

CONSTRUCTION CONTRACT

City of Flagstaff, Arizona
and
FCI Constructors, Inc

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 ("Owner") and FCI Constructors, Inc. ("Contractor"), an Arizona corporation with offices at 10922 W. Glenn Drive, Glendale, 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 **Innovation Mesa Business Accelerator & Secondary Emergency Operations Center Project** (the "Project"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The 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 ("Flagstaff Addendum to MAG")	Exhibit A
2.1.2 Special Provisions	Exhibit B
2.1.3 Grant Provisions	Exhibit C

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **$5,938,338.00** 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 (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to 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 three hundred forty (**340) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials, which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition, which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. **Maintenance During Winter Suspension of Work.** City retains the right to declare a winter shutdown when, in the opinion of the City, it would be unreasonable to continue work due to adverse weather conditions. The winter shutdown determination is at the sole discretion of the City. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner.

13. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to Owner:	**If to Contractor:**
Patrick Brown, C.P.M.	John Kelleher
Senior Procurement Specialist	Vice President
211 West Aspen Avenue	10922 W. Glenn Drive
Flagstaff, AZ 86001	Glendale, Arizona 85307

14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. 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.

16. 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

intentional 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.

17. 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.

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

19. 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.

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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.

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

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Kevin Burke, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

FCI Constructors, Inc.

Signature

Printed Name

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Barbara Goodrich, Management Services Director
Date:	06/09/2014
Meeting Date:	06/17/2014

TITLE:

Consideration and Adoption of Resolution No. 2014-27: A resolution of the Mayor and Council of the City of Flagstaff, Arizona, declaring for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to the U.S. Geological Survey Campus Facilities Construction for the Innovation Mesa Business Accelerator.

RECOMMENDED ACTION:

1) Read Resolution No. 2014-27 by title only
2) City Clerk reads Resolution No. 2014-27 by title only (if approved above)
3) Adopt Resolution No. 2014-27

Policy Decision or Reason for Action:

Approval of this resolution will allow the City to reimburse itself for expenditures made on behalf of this project before the financing is secured.

Financial Impact:

The expenditures for the Innovation Mesa Business Accelerator will be reimbursed from loan proceeds. The loan will then be paid back from the lease proceeds collected from the facility tenants.

Connection to Council Goal:

Retain, expand, and diversify economic base

Effective governance

Has There Been Previous Council Decision on This:

Yes. May 18, 2004 election authorizing the U.S. Geological Survey Campus Facilities Construction of which this type of facility is a planned expansion.

Options and Alternatives:

- Approve the Reimbursement Resolution to allow the City the greatest flexibility in assuring expenditures are reimbursed and debt can be secured when most advantageous to the City
- Do not approve the Reimbursement Resolution and require that the debt be secured in advance of the proposed project

Background/History:

On May 18, 2004, a general election was held by the City of Flagstaff whereby the citizens authorized obligations to be issued in relation to ten capital projects. Question 101 authorized $61,200,00 for the U.S. Geological Survey Campus Facilities Construction and Renovation which allows for the development within that campus for governmental, scientific research and related private sector uses. Any debt issued under this authority is paid through lease revenues.

To date, the City has issued $3,370,000 against this authority to construct the Northern Arizona Center for Entrepreneurship and Technology (NACET), leaving $57,830,000 in remaining authority. This second issue is to fund the Innovation Mesa Business Accelerator and Alternate/Secondary Emergency Operations Center.

Key Considerations:

IRS regulations are very specific as to what capital expenditures are eligible for reimbursement. These expenditures must be any cost of a type that is property chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax guidelines.

Expanded Financial Considerations:

The entire project cost is estimated to be $8,162,500 and is funded as follows:

EDA grant - $4,000,000
NAU contribution - $1,100,000
City debt authority - $3,162,500

The final amount that the City will issue will depend on the final total construction cost as offset by the proportionate share paid by EDA.

The debt payments will be made through lease revenue receipts.

Community Benefits and Considerations:

This resolution allows capital project timing to not be hampered by the issuance of the related debt.

Community Involvement:

Empower - The Citizens of Flagstaff approved this project through a majority vote at the General Election held May 18, 2004.

Expanded Options and Alternatives:

- Approve the Reimbursement Resolution to allow the City the greatest flexibility in assuring expenditures are reimbursed and debt can be secured when most advantageous to the City
- Do not approve the Reimbursement Resolution and require that the debt be secured in advance of the proposed project

---

Attachments: Res. 2014-27

RESOLUTION NO. 2014-27

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE U.S. GEOLOGICAL SURVEY CAMPUS FACILITIES CONSTRUCTION FOR THE INNOVATION MESA BUSINESS ACCELERATOR

RECITALS:

WHEREAS, the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (hereinafter referred to as the "City"), is authorized and empowered to finance the costs of various capital facilities and equipment owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities and equipment owned or to be owned by the City will be reimbursed from the financing proceeds in the future by or on behalf of the City.

ENACTMENTS:

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

Section 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

> "Official intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation.
>
> "Original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.
>
> "Reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

Section 2. Official Intent. This Resolution demonstrates official intent relating to reimbursement for the original expenditures indicated in Exhibit A attached hereto which are capital expenditures [being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles].

Section 3. Project Descriptions. The projects for which such original expenditures are to be paid are for those described on the Exhibit A attached hereto and the maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for such projects will not exceed $3,162,500.

Section 4. Reasonableness of Official Intent. On the date of this Resolution, the Mayor and Council of the City have a reasonable expectation (being that a prudent person in the same

circumstances would have based on all the objective facts and circumstances) that it will reimburse such original expenditures with proceeds of such obligations. [Official intents have not been declared by the Mayor and Council of the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the Mayor and Council of the City do not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.]

Section 5. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of the date that the original expenditure is paid or the date the project is "placed in service," but in no event more than 3 years after the original expenditure is paid.

Section 6. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

Section 7. Effective Date. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 17th day of June, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A

ORIGINAL EXPENDITURES INTENDED TO BE REIMBURSED

Description of Original Expenditures	Amount of Expenditures	Dates of Original Expenditures
Innovation Mesa Business Accelerator	$3,162,500	After June 17, 2014

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elaine Averitt, Planning Development Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Public Hearing, Consideration and Possible Adoption of Resolution No. 2014-26: A resolution amending the previous Flagstaff Area Regional Land Use and Transportation Plan to change the land use designation of approximately 33.6 acres of real property located at the southwest and southeast corners of Route 66 and Fourth Street and at the northwest corner of Huntington Drive and Fourth Street, from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial. ***(This is the development request from Evergreen Development for property located at 4th Street and Rt. 66 known as "The Trax")***

RECOMMENDED ACTION:

1) Hold the Public Hearing
2) Read the Resolution No. 2014-26 by title only
3) City Clerk read Resolution No. 2014-26 by title only (if approved above)
4) Adopt Resolution No. 2014-26

Policy Decision or Reason for Action:

- The proposed Flagstaff Area Regional Land Use and Transportation Plan amendment shall meet the requirements of Section 11-10.10.020 of the General Plan and Subdivision Code (City Code Title 11).
- This request is the first of two related items.
- The Flagstaff Planning and Zoning Commission conducted two public hearings to consider this request to amend the Regional Plan at its regular meeting of May 14, 2014 and May 28, 2014. At the conclusion of the public hearing on May 28, 2014, the Commission voted (7-0) to forward the request to the City Council with a recommendation of approval.

Subsidiary Decisions Points: The application was filed prior to the ratification of the Flagstaff Regional Plan 2030; therefore, the previous Regional Land Use and Transportation Plan policies were evaluated through the policy analysis provided in the attached Planning & Zoning Commission Report. The new Flagstaff Regional Plan 2030 was not reviewed with this application. However, the proposed land uses are aligned with the Future Growth Illustration.

Financial Impact:

None.

Connection to Council Goal:

- Retain, expand, and diversify economic base
- Zoning Code check in and analysis of the process and implementation

Has There Been Previous Council Decision on This:

The Council considered, approved and amended a purchase and sale agreement for the subject property on May 20, 2014.

Options and Alternatives:

The City Council may approve, deny, or modify the resolution as necessary to ensure that the development meets the objectives of the Regional Land Use and Transportation Plan and the City of Flagstaff's development goals.

Background/History:

At the date of this report, the property is owned by the City of Flagstaff. Evergreen Devco, Inc. intends to close escrow on the property by September 2014. The Real Estate Purchase and Sale Agreement between City of Flagstaff and Evergreen Devco, Inc. states [summarized below]:

- The City, through the development of the Fourth Street Overpass and the intersection of Route 66 and Fourth Street, acquired additional land adjacent to the Overpass.
- One of the City Council's long-term goals is the revitalization of the Fourth Street area.
- The City issued a Request for Proposals (RFP) for the sale and development of the three (3) parcels located at the southeast and southwest corners of Route 66 and Fourth Street, and northwest corner of Fourth Street and Huntington Drive, adjacent to the Fourth Street Overpass.
- The Buyer [Evergreen] responded to the RFP with an offer to purchase the Parcels with the intention of developing the Parcels for retail uses.
  The applicant/buyer, Evergreen Devco, Inc., is requesting a minor Flagstaff Area Regional Land Use and Transportation Plan ("Regional Plan") amendment to ensure conformance with a proposed Zoning Map amendment to allow for the development of a new shopping center with approximately 250,000 square feet referred to as "The Trax." The 33.6-acre site is adjacent to approximately one mile of the Burlington Northern Santa Fe railway. The project parcels were created by the Fourth Street overpass project in 2006 through a public bond. With the construction of the Fourth Street overpass, the existing Burlington Northern Santa Fe tracks were relocated to the south to allow vertical clearance of the railroad under Fourth Street. Thus the majority of this land which was previously contiguous to other light industrial properties is now separated by the railroad tracks (North) and located directly across from existing commercial development on Route 66. It was anticipated that these parcels abutting to Route 66 should no longer support Industrial uses or heavy truck traffic thus the designation in the Regional Plan as a redevelopment area.

Key Considerations:

If the public hearing is successfully concluded, a resolution may be considered by the City Council. Resolution No. 2014-26 changes the land use designation of approximately 33.6 acres from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Since adoption by the City Council, County Board of Supervisors, and voter approval in May of 2002, implementation of the Regional Land Use and Transportation Plan has focused strategically on nine key sub-areas of the City inside the City's Urban Growth Boundary. Those areas are: (1) McMillan Mesa; (2) Downtown; (3) Southside; (4) Sawmill property; (5) Westside; (6) Airport; (7) 4th Street; (8) South Milton corridor and (9) the Flagstaff Mall/Marketplace/Auto Park area.

The previous Regional Land Use and Transportation Plan employs a progressive and comprehensive array of "smart growth" principles such as mixed use, compact urban form and growth boundaries,

redevelopment, infill, minimum densities, walkable neighborhoods, affordable/mixed income housing, multi-modal transportation, regional coordination, and targeted economic development strategies. The strategy is to plan, design, and build specific projects that incorporate those principles at the neighborhood level and optimally match up potential and opportunity with location and timing.

The premise of this overall strategy is that significant projects, grounded in market economics, are planned and built at the optimum time and locations in the city and should occur on a regular basis, but most likely will not unless the City takes the lead in a sponsoring role to foster those projects such as the Fourth Street overpass. Then over time, and inside the City's Urban Growth Boundary, there will develop an inventory of reinvestment sites, partnerships, corridors, neighborhoods and districts, all of which can offer viable choices for quality public, private investment and partnerships responding to the individual market forces and opportunities for those areas, and keeping the city and region in a competitive position to grow the region's economy, while offering a real alternative to urban sprawl and peripheral expansion. The Trax development area is one of those specific strategies designed to employ the Regional Plan principles and be a significant additive to the regional economy which is needed in this portion of our community. Additionally, this development disperses the shopping/services geographically to assure efficiencies in the delivery of both the private/public services and investment within the community.

Community Involvement:

Inform

The Developer held a neighborhood meeting on February 20, 2014 at the Aquaplex; 37 people signed in for the meeting. Notice of the neighborhood meeting was provided in accordance with the Zoning Code. The results of the meeting are included in the Record of Proceedings, a copy of which is included in the attached Planning & Zoning Commission attachments. The Planning & Zoning Commission conducted a public hearing on May 14, 2014 and May 28, 2014. Notice of those public hearings was provided in accordance with State statute and the Zoning Code. As of this writing, staff has received general inquiries from three members of the public at the Community Development Counter, and one email which expresses concern over the effect (commercial competition) the amendment might have on the 4th Street corridor north of Route 66; increased traffic flow and safety; and reducing the amount of light industrial land in areas that have easy access to housing.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Regional Plan amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Resolution No. 2014-26.
- The City Council may approve the Regional Plan amendment with modifications to the resolution.
- The City Council may deny the Regional Plan amendment.

Attachments:

Res. 2014-26
P&Z CC Legal Notices
Draft PZC Minutes 5/14/14
PZC Staff Report
Neighborhood Mtg Report
Application RP & Zoning
Proposed Reg Plan Exhibit
Ex Reg Plan exhibit

RESOLUTION NO. 2014-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING THE FLAGSTAFF AREA REGIONAL LAND USE AND TRANSPORTATION PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 33.6 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF ROUTE 66 AND FOURTH STREET FROM OFFICE/BUSINESS PARK/LIGHT INDUSTRIAL AND LIGHT/MEDIUM INDUSTRIAL TO COMMUNITY/REGIONAL COMMERCIAL

RECITALS:

WHEREAS, the Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on November 13, 2001 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 21, 2002; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedure for minor amendments; and

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) § 9-461.06 and the Regional Plan, the City has consulted with, advised and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E).

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the *Arizona Daily Sun*, a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to amend the Regional Plan to change the land use designation for approximately 33.6 acres of real property generally located at the intersection of Route 66 and Fourth Street from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial.

ENACTMENTS:

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

SECTION 1. That the Flagstaff Area Regional Land Use and Transportation Plan is hereby amended to change the land use designation for approximately 33.6 acres of real property generally located at the intersection of Route 66 and Fourth Street, and more particularly depicted in **Exhibit "A"**, attached hereto and incorporated by this reference, from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 17th day of June, 2014.

_____
MAYOR

ATTEST:

_____
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 May 14, 2014, at 4:00 p.m. and on May 28, 2014 at 4:00 p.m.; and the Flagstaff City Council will hold a Public Hearing on June 17, 2014, at 6:00 p.m. to consider items 1 and 2 listed in Part A.

A. Explanation of Matters to be Considered:
(1) A proposed amendment to the Flagstaff Area Regional Land Use and Transportation Plan to change the land use designation from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial for the area described in Part B below and depicted in map insert to the right.

(2) A proposed Zoning Map Amendment to the official Zoning Map to rezone property from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC) for the area described in Part B below and depicted in map insert to the right.

The proposed Regional Plan Amendment and Zoning Map Amendment will allow for approximately 250,000 square feet of commercial development including retail, service and office uses to be constructed on these three sites.

B. General Description of the Affected Area:
Approximately 33.6 acres located at the southwest and southeast corners of Route 66 and 4th St., and the northwest corner of Huntington Dr. and 4th St., Coconino County Assessor's Parcel Numbers 107-13-009, 107-13-010, and 107-13-011, located in portions of Section 13 and 14, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

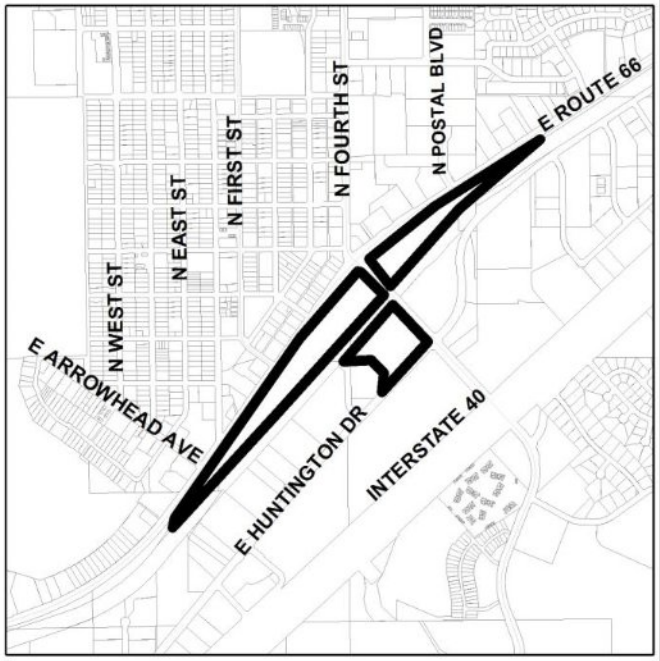
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed Regional Plan Amendment and Zoning Map Amendment or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendment to the Flagstaff Regional Land Use and Transportation Plan and Zoning Map Amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT AND ZONING MAP AMENDMENT

Regional Land Use and Transportation Plan amendment from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial; and rezoning from Light Industrial and Light Industrial-Open to Highway Commercial.



LOCATION Trax at Route 66 and Fourth Street
APN's: 107-13-009, 107-13-010, and 107-13-011
ACRES: ~33.6

FOR FURTHER INFORMATION CONTACT
Elaine Averitt
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

928-213-2616
Email: eaveritt@flagstaffaz.gov

Publish: April 27, 2014

MINUTES - Draft

City of Flagstaff

PLANNING & ZONING COMMISSION

4:00 PM– Wednesday, May 14, 2014

City of Flagstaff, Staff Conference Room

CALL TO ORDER

Chairman Dorsett called the meeting to order at 4:03 p.m.

COMMISSION MEMBERS:

PRESENT: Stephen Dorsett, Chairman; Steve Jackson (arrived just after roll call); Paul Moore; Tina Pfeiffer; David Carpenter; Paul Turner; Justin Ramsey, Vice Chairman

Absent:

CITY STAFF:

Mark Sawyers, Staff Liaison

Elaine Averitt, Planning Development Manager

Becky Cardiff, Recording Secretary

I. GENERAL BUSINESS

A. PUBLIC COMMENT

None

B. APPROVAL OF MINUTES

1) Regular meeting of April 23, 2014.

Motion: Move to approve the minutes of the Regular Meeting of April 23, 2014 with an addition of "and the classical Greek architecture not fitting into Flagstaff architecture" under the Miscellaneous/To/From All recommended by Chairman Dorsett Action: Approved with recommended addition Moved by: Commissioner Carpenter Seconded by: Commissioner Moore. Motion carried unanimously

II. PUBLIC HEARING

A. THE TRAX

Address:	Fourth Street & Route 66/Huntington Drive
Assessor's Parcel Number:	107-13-009, 010, 011
Property Owner:	City of Flagstaff
Applicant:	Evergreen Devco, Inc.
Application Number:	PGMP 2014-0001
City Staff:	ELAINE AVERITT
Action Sought:	Regional Land Use Plan Amendment

A minor Regional Land Use and Transportation Plan amendment request from Evergreen Development to change the land use designation from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial for approximately 33.6 acres located at the southwest and southeast corners of Route 66 and Fourth Street and at the northwest corner of Huntington Drive and Fourth Street.

B. THE TRAX

Address:	Fourth Street & Route 66/Huntington Drive
Assessor's Parcel Number:	107-13-009, 010, 011
Property Owner:	City of Flagstaff
Applicant:	Evergreen Devco, Inc.
Application Number:	PREZ 2014-0002
City Staff:	ELAINE AVERITT
Action Sought:	Zoning Map Amendment

A proposed Zoning Map Amendment to the official Zoning Map for approximately 33.6 acres to rezone property from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC), located at the southwest and southeast corners of Route 66 and 4th Street, and the northwest corner of Huntington Drive and 4th Street.

Ms. Averitt gave two separate PowerPoint presentations on the proposed Regional Land Use Plan Amendment and Zoning Map Amendment and answered questions from Commissioners.

Mr. Sawyers was present and answered questions from Commissioners.

Laura Ortiz, Evergreen Development, gave a brief background of Evergreen Development and an overview of the proposed project and answered questions from Commissioners

Motion: Move to open the public hearing Moved by: Commissioner Turner Seconded by: Commissioner Ramsey. Motion carried unanimously.

Public Comment: None

Motion: Move to close the public hearing Moved by: Commissioner Moore Seconded by: Commissioner Turner. Motion carried unanimously.

Discussion was held on the proposed project. Neil Gullickson, Planning Development Manager, answered Commissioners questions on the density of a previous plan that had been submitted at an earlier date. The vote on the proposed project will occur at the next public hearing.

III. OTHER BUSINESS

A. DISCUSSION OF CONDITIONAL USE PERMIT 12-002 FOR COLLEGE AMERICA.

Mr. Gullickson handed out additional information to Commissioners. Mr. Gullickson indicated that the light reflective value plays a bigger role than staff anticipated and that the color that was approved matched the color that was used on the project. Mr. Dorsett indicated his concern was more with the architecture not fitting into Flagstaff architecture rather than the color, other Commissioners expressed the same concern. Further discussion was held on the conditions of the Conditional Use Permit that was approved. Mr. Sawyers gave the Commission the option to contact the owner or to have a hearing. Chairman Dorsett indicated that if Staff believes that the conditions were met according to Staff understanding that he will accept that and will make sure that in the future specifics of conditions will be very clear and will make sure that Staff understands exactly what the Commission wants.

Patrick Hurley, representative for College America, indicated the owner wanted columns in the front of his building. Mr. Hurley stated there were several items on the building that were done by the builder without owner knowledge and some changes to those (i.e. retaining wall) will be made soon. Mr. Hurley indicated the owner was never told that the Commission didn't want the columns in the front of the building but suggested that there is a possibility to change the color of the columns to something that was less reflective.

IV. 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 future months June and discussed potential traffic issues for projects in general.

ADJOURNMENT

The meeting was adjourned at 6:05 p.m.

PLANNING AND DEVELOPMENT SERVICES REPORT
REGIONAL LAND USE AND TRANSPORTATION PLAN AMENDMENT

PUBLIC HEARING	**DATE: May 6, 2014**
PGMP2014-0001	**MEETING DATE: May 14, 2014 & May 28, 2014**
	REPORT BY: Elaine Averitt
	CONTACT: 928-213-2616

REQUEST:

A minor *Regional Land Use and Transportation Plan* amendment request from Evergreen Development to change the land use designation from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial for approximately 33.6 acres located at the southwest and southeast corners of Route 66 and Fourth Street and at the northwest corner of Huntington Drive and Fourth Street.

STAFF RECOMMENDATION:

On May 14, 2014, open the Public Hearing, receive input and close the Public Hearing. On May 28, 2014, staff recommends the Planning and Zoning Commission forward the Regional Land Use and Transportation Plan amendment to the City Council with a recommendation for approval.

PRESENT LAND USE:

Undeveloped land in the Office/Business Park/Light Industrial, Light/Medium Industrial, and lesser areas of Urban Open Space categories.

PROPOSED LAND USE:

Community/Regional Commercial category, which would accommodate the development of approximately 250,000 square feet of retail, service, and office uses.

NEIGHBORHOOD DEVELOPMENT:

North:	Route 66, then Commercial Uses, Community/Regional Commercial category;
East:	Aquaplex, Public Facility category; Undeveloped Land, Light/Medium Industrial category;
South:	BNSF Railway, Industrial Uses and Undeveloped Land, Light/Medium Industrial category; Aquaplex is south of Area B, Office/Business Park Light Industrial category; Gore is south of Area D, Office/Business Park Light Industrial category;
West:	Undeveloped Land and Industrial Uses, Light/Medium Industrial category.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find that the proposed Flagstaff Area Regional Land Use and Transportation Plan (the "Regional Plan") amendment meets the requirements of Section 11-10.10.020 of the General Plan and Subdivision Code (City Code Title 11).

In considering the request for an amendment to the Regional Plan, the goals and policies set forth as guidelines should be weighed against the requested change. "General Plans are not static documents; they recognize growth as a dynamic process, which will require revisions to the Plan as circumstances, prudent, and compelling reasons warrant" (the Regional Plan, p. 1-9).

STAFF REVIEW:

Introduction/Background Discussion

This request is the first of two related items on the Commission's agenda; the second item is identified as a Zoning Map amendment request.

At the date of this report, the property is owned by the City of Flagstaff. Evergreen Devco, Inc. intends to close escrow on the property by September 2014. The Real Estate Purchase and Sale Agreement between City of Flagstaff and Evergreen Devco, Inc. states [summarized below]:

- The City, through the development of the Fourth Street Overpass and the intersection of Route 66 and Fourth Street, acquired additional land adjacent to the Overpass.
- One of the City Council's long-term goals is the revitalization of the Fourth Street area.
- The City issued a Request for Proposals (RFP) for the sale and development of the three (3) parcels located at the southeast and southwest corners of Route 66 and Fourth Street, and northwest corner of Fourth Street and Huntington Drive, adjacent to the Fourth Street Overpass.
- The Buyer [Evergreen] responded to the RFP with an offer to purchase the Parcels with the intention of developing the Parcels for retail uses.

The applicant/buyer, Evergreen Devco, Inc., is requesting a minor Flagstaff Area Regional Land Use and Transportation Plan ("Regional Plan") amendment to ensure conformance with a proposed Zoning Map amendment to allow for the development of a new shopping center with approximately 250,000 square feet referred to as "The Trax." The 33.6-acre site is located at the intersection of Route 66 and Fourth Street, and is adjacent to approximately one mile of the Burlington Northern Santa Fe railway, as seen on the attached Conceptual Site Plan. The project parcels were created by the Fourth Street overpass project in 2006 through a public bond. With the construction of the Fourth Street overpass, the existing Burlington Northern Santa Fe tracks were relocated to the south to allow vertical clearance of the railroad under Fourth Street. Thus the majority of this land which was previously contiguous to other light industrial properties is now separated by the railroad tracks (North) and located directly across from existing commercial development on Route 66. It was anticipated that these parcels abutting to Route 66 should no longer support Industrial uses or heavy truck traffic thus the designation in the Regional Plan as a redevelopment area.

Access to the development will be created along Route 66 at Arrowhead Drive, First Street, Second Street, Postal Boulevard and two additional minor driveways. Access will be created from Fourth Street to the east and west sides of the shopping center. For Area D, access will be created from Fourth Street and from Huntington Drive. A Flagstaff Urban Trail System trail will be constructed along the rear portion of the shopping center adjacent to the railway, compatible with the Flagstaff Urban Trail System plan. Area D contains forest resources which are distributed evenly throughout the site and slope resources on the west portion of the site.

Regional Land Use and Transportation Plan Amendment Request

The request before the Commission is to change the land use designation for the subject property on the Regional Land Use Map from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial. The minor areas designated as Urban Open Space (in Areas A and D) will not change and will be protected by the urban floodplain designation and by the Resource Protection Overlay zone. Staff has attached excerpts from the Land Use and Growth Management Element, the

Commercial Development Element, the Transportation Element, and the Community Character and Design Element of the Regional Plan to this report.

Applicable General Plan Goals and Policies

Goal LU1 (Land Use and Growth Management): "Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community." […also addresses housing design and diversity] (Regional Plan, p. 2-5)

The Land Use and Growth Management Element, discusses Infill and Redevelopment strategies, incentives and expectations. The subject parcels are located within the areas indicted on the Redevelopment Area Plan (Map 23). The intent of this plan is to "…encourage high quality and well-designed redevelopment projects that may include mixed-use where appropriate. Land use and transportation changes to these areas should not be restricted by the existing land use designations or encumbered by a process that impedes the ability to implement the changes desired once detailed redevelopment or an area plan has been developed." (Regional Plan, p. 2-2) Typically, any change of non-residential land use classification of 20 acres or more triggers a Major Plan Amendment. However, because the subject site is located in the Redevelopment Area Plan, the current Regional Plan amendment request may be processed as a Minor Land Use Plan map amendment. The city has not created or adopted an area plan. The Fourth Street Corridor area plan is currently being developed and may impact this area, or at a minimum should consider these properties as an area of influence.

Policy LU1.7—Promote Infill Development
"If properly designed, infill development can serve an important role in achieving quality, mixed-use neighborhoods. The *Regional Plan* promotes infill development in the city's Urban Growth Boundary, in preference to development of outlying or more remote lands adjacent to the city. Development of infill areas in the city shall occur in a manner that is in character and context with existing, surrounding development. In some instances, sensitively designed, high quality infill development can help stabilize and revitalize existing older neighborhoods." (Regional Plan, p. 2-11)

Policy LU1.9—Promote Quality Design
"The Regional Plan promotes quality design and development. Particular emphasis shall be placed on improved character of the public realm, including attention to streetscape design, and sensitivity to neighborhood character and context for new development in or near existing neighborhoods. Quality design shall be an important element in successful infill development and redevelopment. In addition, plan policies have been developed which address design standards that minimize risks due to natural hazards, such as floods and wildfire." (Regional Plan, p. 2-13)

Policy LU1.10—Place Emphasis on all Transportation Modes
"The Regional Plan provides for key roadway connections, with highest priority for missing pieces in core parts of the street grid system, including north/south connections. All commercial and residential areas shall include full accommodation for pedestrian and bicycle travel and transit access." (Regional Plan 2-13)

Goal C1: (Commercial Development): "Shopping and service areas will be convenient to residents as well as visitors to the region in a manner that meets their needs, while remaining compatible with surrounding land uses." (Regional Plan, p. 2-21)

Goal T3 (Transportation): "The region's development pattern will support a diverse range of transportation choices, including transit, walking and bicycling, as well as driving." (Regional Plan, p. 3-10)

Goal CD1 (Community Character and Design): "A sense of connection will be maintained in the built environment to the region's natural setting and dramatic views." (Regional Plan, p. 5-1)

Policy CD2.4—Preserve Cultural and Historic Resources.
"The quality of life in the Flagstaff area shall be enhanced by the preservation of historic resources and inclusion of heritage in the development of the city and region. Historic buildings shall be considered for preservation and reused to provide a sense of connection with the past." (Reg. Plan, p. 5-5)

Policy CD2.5—Promote Design that Supports and Enhances a Positive Image and Identity for the Region.
"Place emphasis on the blending of design and materials in ways that have meaning and reflect the local heritage and harmony with the natural environment." (Regional Plan, p. 5-6)

> *Strategy CD2.5(b)—Coordinate Parking Lot and Site Design*. Parking lots shall be designed in a manner that recognizes their subordination to overall site design.
>
> *Strategy CD2.5(c)—Relate Building Design to Community*. Buildings shall relate to the design traditions of the community and shall be pedestrian-friendly in scale.

<u>Policy Analysis</u>

Since adoption by the City Council, County Board of Supervisors, and voter approval in May of 2002, implementation of the Regional Land Use and Transportation Plan has focused strategically on nine key sub-areas of the City inside the City's Urban Growth Boundary. Those areas are: (1) McMillan Mesa; (2) Downtown; (3) Southside; (4) Sawmill property; (5) Westside; (6) Airport; (7) 4th Street; (8) South Milton corridor and (9) the Flagstaff Mall/Marketplace/Auto Park area.

The Regional Land Use and Transportation Plan employs a progressive and comprehensive array of "smart growth" principles such as mixed use, compact urban form and growth boundaries, redevelopment, infill, open space conservation, minimum densities, walkable neighborhoods, affordable/mixed income housing, neighborhood conservation, multi-modal transportation, regional coordination, and targeted economic development strategies. The strategy is to plan, design, and build specific projects that incorporate those principles at the neighborhood level and optimally match up potential and opportunity with location and timing.

The premise of this overall strategy is that significant projects, grounded in market economics, are planned and built at the optimum time and locations in the city and should occur on a regular basis, but most likely will not unless the City takes the lead in a sponsoring role to foster those projects such as the Fourth Street overpass. Then over time, and inside the City's Urban Growth Boundary, there will develop an inventory of reinvestment sites, partnerships, corridors, neighborhoods and districts, all of which can offer viable choices for quality public, private investment and partnerships responding to the individual market forces and opportunities for those areas, and keeping the city and region in a competitive position to grow the region's economy, while offering a real alternative to urban sprawl and peripheral expansion. The Trax development area is one of those specific strategies designed to employ the Regional Plan principles and be a significant additive to the regional economy which is needed in this portion of our community. Additionally, this development disperses the shopping/services geographically to assure efficiencies in the delivery of both the private/public services and investment within the community.

Goal LU1 and Policy LU1.7, addressing land use/growth management and infill development, have been addressed by the design and location of the proposed project, in that the property is considered an "in-fill" project, and is located within the city's corporate boundary and within the Urban Growth Boundary. The proposed development of 250,000 square feet of commercial and office uses provides a moderately compact land use pattern within a well-defined boundary. The applicant's narrative states, "The subject property supports this objective by providing new infill development that is consistent with surrounding developments. As seen by the Walgreens development Evergreen completed across the street earlier in 2012, the development/redevelopment of this significant intersection is revitalizing an area that once was a high quality shopping area."

Policy LU1.9 seeks improvements to the character of the public realm and providing quality design. The applicant's narrative states, "Careful thought and planning has gone into the creation of the proposed development. In order to attract users/tenants and patrons alike, we have placed heavy emphasis on site, landscape, and building design." Staff believes the application meets the majority of the City's design standards.

Goal T3 and Policy LU1.10 address the importance of accommodating all transportation modes. A variety of transportation choices will be available for the public. The applicant responds: "This project supports this goal by providing a diverse range of transportation choices for getting to and from the property. Bus transit is readily available along both Route 66 and 4th Street, bicyclers have access via the proposed high-speed FUTS, vehicles have easy access to and from all public streets, and pedestrians are served via public sidewalks with signalized cross walks at Arrowhead, 1st Street, 4th Street, Postal, and Huntington."

Goal C1 deals with convenience and compatibility of shopping areas. According to the applicant's narrative, "The proposed commercial development is surrounded by other commercial uses and is along Route 66, a primarily commercial corridor. It is convenient to residents and visitors alike and will satisfy a need and demand that exists on the east side of Flagstaff."

Goal CD1, Policies CD2.4 and CD2.5 (and supporting strategies) promote design that supports and enhances a positive identity for the region. The project has been designed to preserve the historic trestle bridge that was once used by the railway and still spans Spruce Wash. The project design incorporates building styles suited for a mountain town and building materials that identify with the railroad tracks and other surrounding natural elements. The majority of the buildings that are being proposed are single level and pedestrian-friendly in scale. To meet the objective of designing parking lots to be subordinate to overall site design, parking areas are located to the side or behind the buildings.

While it is not necessary to list all the possible policies or strategies of the *Regional Land Use Plan*, it should be apparent that there are other policies and goals found within the *Regional Land Use Plan* that support the need for new infill development particularly when located in a designated redevelopment area. The applicant identifies several key points and community benefits supporting the proposed amendment:

- The property is along Route 66; which is primarily a commercial corridor;
- The City of Flagstaff (COF) relocated the train tracks with the intent of the Property being developed as commercial use;
- The Property will be improved for its best and intended use;
- As part of the improvements of the property, Evergreen will be constructing a high-speed FUTS to serve and benefit the biking community;

- The property will be developed with commercial uses providing shopping, services, dining, and office space options to the surrounding community;
- The property is currently undeveloped and is not generating tax dollars for the COF. With the proposed development of commercial businesses, these users will generate significant tax dollars for the COF.
- With the number of businesses being proposed at the development, hundreds of new jobs will be created and available to the community.
- Additional community-driven key goals addressed during the Vision 2020 process include: containing growth within growth boundaries; placing development close to public transit; providing access for pedestrians and bicyclists; and emphasizing infill development (Regional Plan, p. 1-8)

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:

Water and Sewer System, Stormwater Impacts, and Traffic Impacts

The Zoning Map amendment request requires preparation and submittal of a Water/Sewer Impact Analysis, a Drainage Impact Analysis, and a Traffic Impact Analysis. Review of those analyses have determined that the subject property has adequate water supply and pressure, existing sewer capacity to meet the needs of the development, and street facilities available to the site. Additional information regarding impacts of development on the City's infrastructure system can be found in the accompanying Zoning Map amendment report.

Fire Protection

According to the Fire Department, The Trax development will be served by fire station 2 located at 1701 E. Ponderosa Parkway and is within the desired four minute response time.

Other Requirements

Included as an attachment to the Zoning Map amendment staff report are: Record of Proceedings on the Neighborhood Meeting, Conceptual Site Plans (Butler Design Group and SWI), Conceptual Building Elevations, Site Analysis and (Existing) Zoning Exhibit.

Public Input

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Zoning Map amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the site.

In accordance with Section 10-20.30.060 of the Zoning code (p. 20.30-5), a Citizen Participation Plan was prepared and implemented prior to the scheduling of the public hearings and a copy of the Citizen Participation Report is attached to this report for review by the Planning and Zoning Commission and City Council. As of this writing, Planning staff has received one e-mail dated 4/29/14 from a Flagstaff resident (see attached email). The e-mail expresses several concerns including: the effect (commercial competition) the zoning amendment might have on the 4th Street corridor north of Route 66; increased traffic flow and

pedestrian safety; and reducing the amount of light industrial land in areas that have easy access to housing. Two business owners within the notification area stopped by the Community Development counter (4/28/14 and 5/6/14) with a few general questions about the proposal, including timing.

RECOMMENDATION:

Staff believes that the proposed amendment to the *Regional Plan* is supportable under the guidelines of the *Flagstaff Area Regional Land Use and Transportation Plan*, and would recommend approval of the proposed amendment per the following:

1. On May 14, 2014, open the Public Hearing, receive input and close the Public Hearing.

2. On May 28, 2014, approve the requested change in the Regional Plan and forward said recommendation to the City Council.

Attachments:

- Regional Land Use & Transportation Plan Amendment Application and applicant's narrative analysis
- The Trax - Location Map
- Regional Plan Land Use Map - Existing
- Public Hearing Legal Advertisement

Trax Neighborhood Meeting
February 20, 2014
Record of Proceedings

Details of Techniques Used to Involve Public:

1. Date and Location of Neighborhood Meeting:
   February 20, 2014 – 5:30 pm. Flagstaff Aquaplex

2. Copies of letters, notices, newsletters and other correspondence, including dates and numbers of mailings of deliveries. Please see attachments:
   a. Attachment 1 – Letter mailed on January 23, 2014
   b. Attachment 2 – Letter mailed on February 4, 2014

3. Copy of mailing list, summary of where residents, property owners, and potentially affected citizens received notices, newsletters, or other written materials were located.
   a. Attachment 3 includes the mailing list and map of where the letters were sent.
   b. Materials were also provided on the City of Flagstaff website.

4. The number and names of people that participated in the process based on the sign-in sheet for the meeting.
   a. 37 people signed-in for the meeting (see sign-in sheet at Attachment 4).

5. Dated photograph of the sign installed in compliance with Subsection D5.
   a. See Attachment 5.

6. A summary of concerns, issues and problems expressed during the neighborhood meeting:

Introduction:

The meeting attendees were provided a brief over view of the project. Evergreen explained the following:

1. Evergreen is buying the property from the City
2. We are filing for a zone change
3. The project will be developed in phases
4. The site plan and elevations are conceptual
5. Discussion of access points and new signals
6. FUTS trail along the back of the site

Comments:

After the introduction, the meeting attendees were given the opportunity to ask questions or provide comments. The feedback received at the meeting is listed below.

1. What kind of landscaping will be provided within the parking lot and along the frontage:
   Response: Evergreen intends to comply with City Code with regards to landscaping.

2. How long will construction on the roadways take?
   Response: We do not have a construction schedule at this time. We will be working with ADOT and the City on traffic control plans during construction to minimize traffic delays while trying to complete the work as quickly as possible.
3. What is the overall time frame for the project?
   Response: We will be developing Area A first. Other phases will be developed based on market demand. We hope to start construction on Area A by the end of the year and complete construction on that phase in 6-8 months.
4. Will Big Box retailers go on this site?
   Response: No. Because the site is so narrow, a big box retailer would not fit on this site.
5. Will there be local tenants? Or just national chains?
   Response: Our broker is currently focusing his marketing efforts with larger tenants to fill the "anchor" spaces. Once we have that draw, we will be able to fill in with smaller and local tenants.
6. What is the estimate total square footage of the buildings?
   Response: 120,000 sf, but will depend on what tenants are secured for the site.
7. Has there been a drainage study completed? There is an issue with drainage on 4th Street.
   Response: We completed a drainage analysis. Our site will include some underground retention with water bleeding off into the wash. We are unaware of drainage issues on 4th Street but do not anticipate that our project would add to the problem.
8. Why is there a sense of urgency in getting this processed through the City? Is there a "drop dead" date with the City?
   Response: The sense of urgency is due to tenant interest and their desired opening timeframes.
9. What changes will be made to Route 66? Will there be medians?
   Response: Our work we mainly be deceleration lanes and traffic signal work. There is not a median planned in Route 66.
10. How will the flow of traffic be affected on Route 66 with the addition of the traffic signal?
    Response: The lights will be synchronized so there should be minimal disruption in the flow of traffic.
11. There is a lot of existing traffic on the bridge. Is there any plan to widen the bridge?
    Response: We have no plans to widen the bridge.
12. What efforts have been made to use local builders?
    Response: We have talked to local GC's and plan to go out to bid to both Flagstaff and Phoenix GC's. The GC's will hire the subcontractors so we have less control on where the subs come from. We will only be completing the infrastructure improvements and each tenant will complete their own building.
13. Will there be any community gathering spaces (e.g. Heritage Square in Phoenix)?
    Response: The narrowness of the site inhibits the ability to do larger gathering spaces but we will have some smaller pedestrian amenities. We will also provide the FUTS trail.
14. Is the TIA available for public review?
    Response: We are in the middle of updating the TIA with ADOT's comments but would be happy to provide it to anyone that is interested after that.
15. What will you do with the prairie dogs on site?
    Response: We were unaware that there is a prairie dog issue on the site but will research it and determine the best way to handle it.
16. Will the FUTS trail also be built in phases?
    Response: Yes. But there will be access back to the sidewalk on Route 66.
17. Will Route 66 still have the sidewalk?

Response: Yes.

18. Will there be bicycle parking?
    Response: Yes.
19. Do the impact fees in the new regional plan apply to this project?
    Response: We are not sure but will check with the City.
20. Would you do mixed use on this site (residential above commercial)?
    Response: We would be open to it, but it would be unlikely.
21. Will there be bus stops added?
    Response: We would not have an objection to this, but the City has not indicated that it is necessary.
22. What are we doing to get local interest from businesses?
    Response: We have hired two brokerage teams with one of them in Flagstaff. The anchors are needed before the smaller tenants can be filled in. We are open to any ideas on tenants.

Attachment 1

Evergreen

Development | Services | Investments

www.evgre.com

January 23, 2014

Re: The Trax Commercial Development
South of Route 66 between Arrowhead Avenue and Postal Boulevard

Dear Neighbor:

I am writing to notify you of a development proposal South of Route 66 between Arrowhead Avenue and Postal Boulevard.

The project will consist of commercial uses that may include restaurants, shopping, office, banking, hotel and service uses. We believe this will be a positive addition to the neighborhood and the City of Flagstaff.

We will conduct an informational meeting on the proposed development on Thursday, February 6th at 5:45 p.m. at the Aquaplex at 1702 N. 4th Street, Flagstaff AZ 86004.

Enclosed is a conceptual site plan for your review. If you have any questions or concerns please feel free to contact me at (602) 808-8600 or khayes@evgre.com. Thank you in advance for your time and attention, I look forward to a successful development.

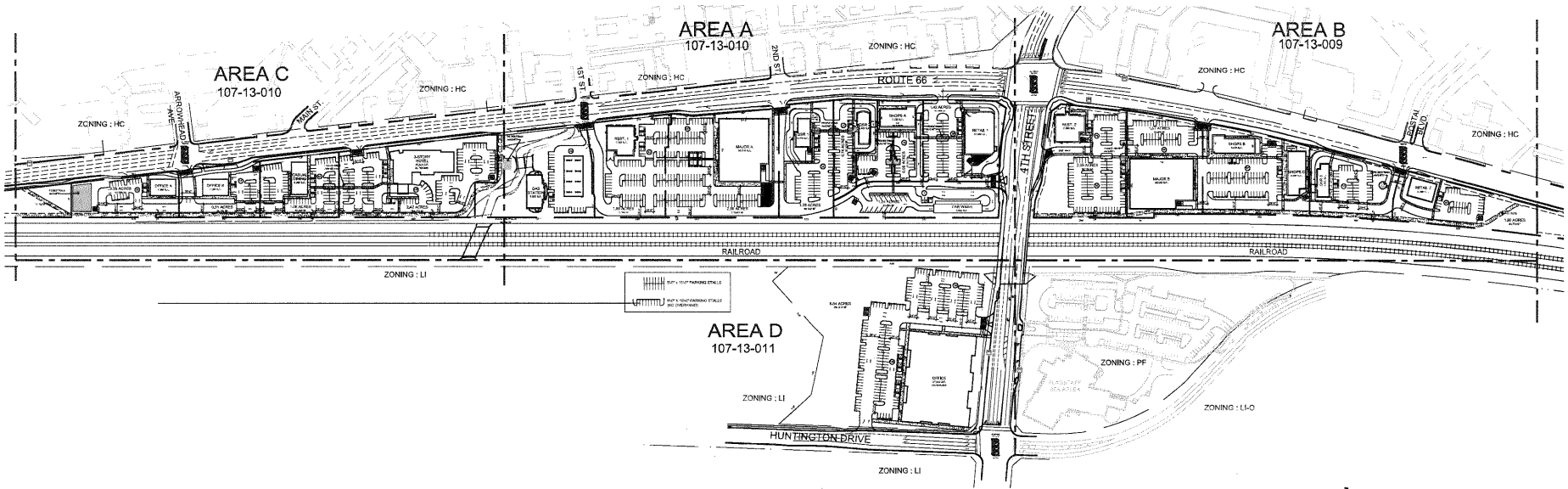
Respectfully,

Kelly Hayes
Evergreen Devco, Inc.

Arizona
2390 E. Camelback Rd., Suite 410, Phoenix, AZ 85016
Phone: 602-808-8600 *Fax:* 602-808-9100

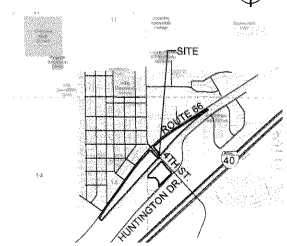
California
200 N. Maryland Ave., Suite 201, Glendale, CA 91206
Phone: 818-240-8727 *Fax:* 818-240-1823

Colorado
12460 1st St., P.O. Box 247, Eastlake, CO 80614
Phone: 303-552-6160 *Fax:* 303-280-2978



0 75' 150' 300'
SCALE: 1" = 150'

VICINITY MAP



THE TRAX

FOURTH STREET / ROUTE 66

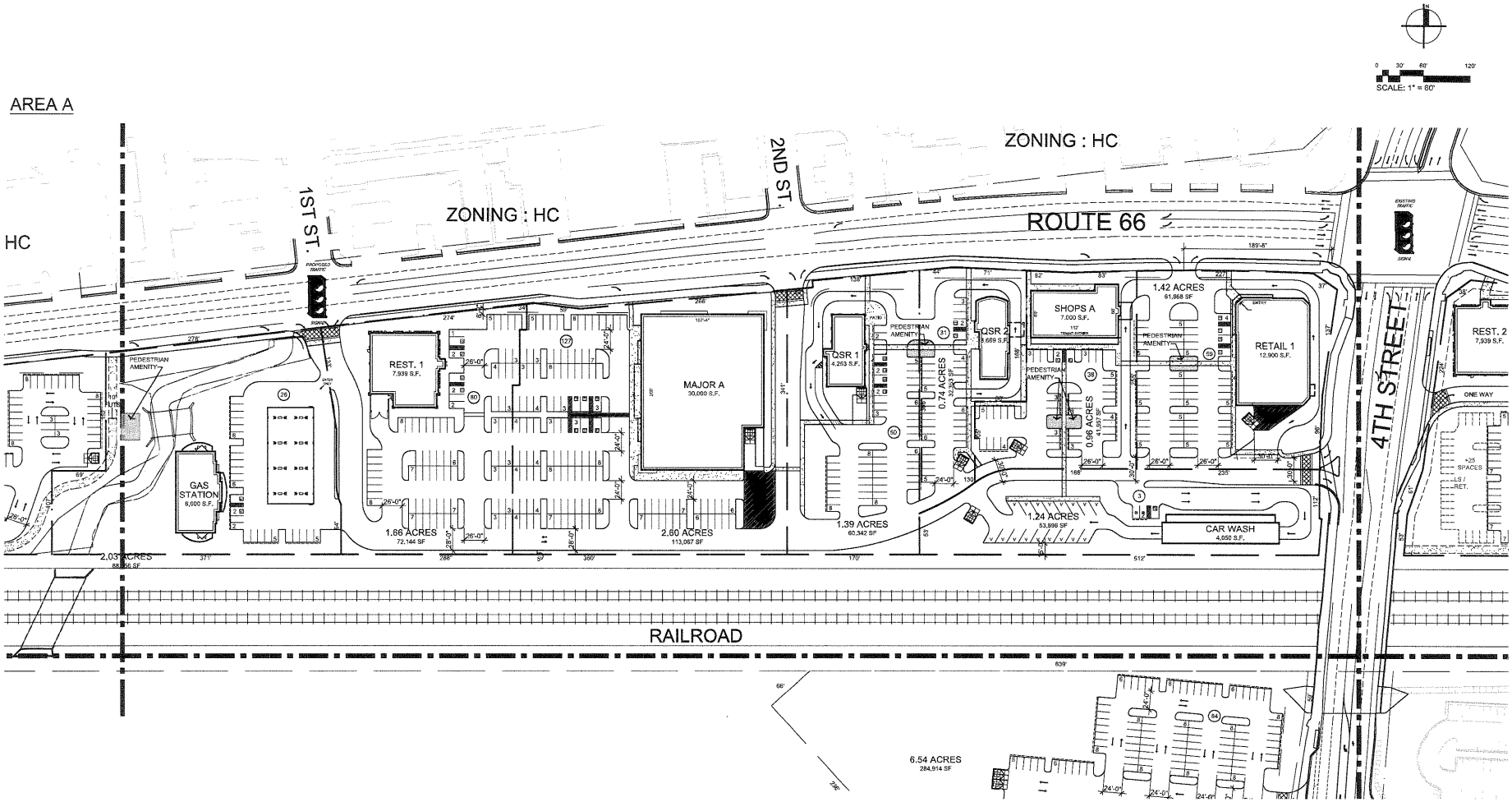
PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

01-10-14
11086-ST16

Evergreen
Development | Services | Investments

Butler Design Group, Inc
architects & planners



THE TRAX

FOURTH STREET / ROUTE 66

PROPOSED REDEVELOPMENT SITE

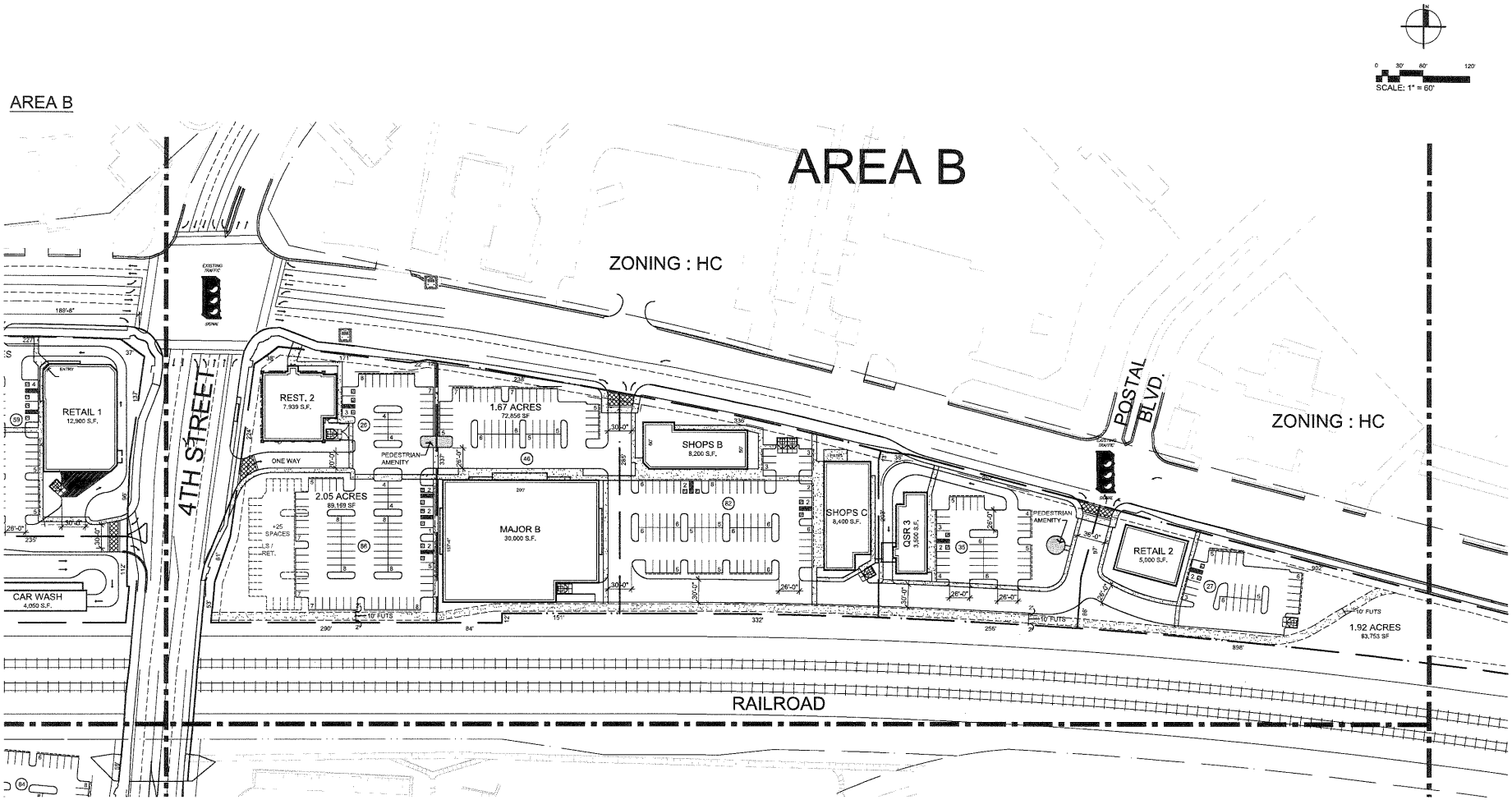
Flagstaff, Arizona

Evergreen
Development | Services | Investments

Butler Design Group, Inc
architects & planners

01-10-14
11086-ST16

AREA B



THE TRAX

FOURTH STREET / ROUTE 66

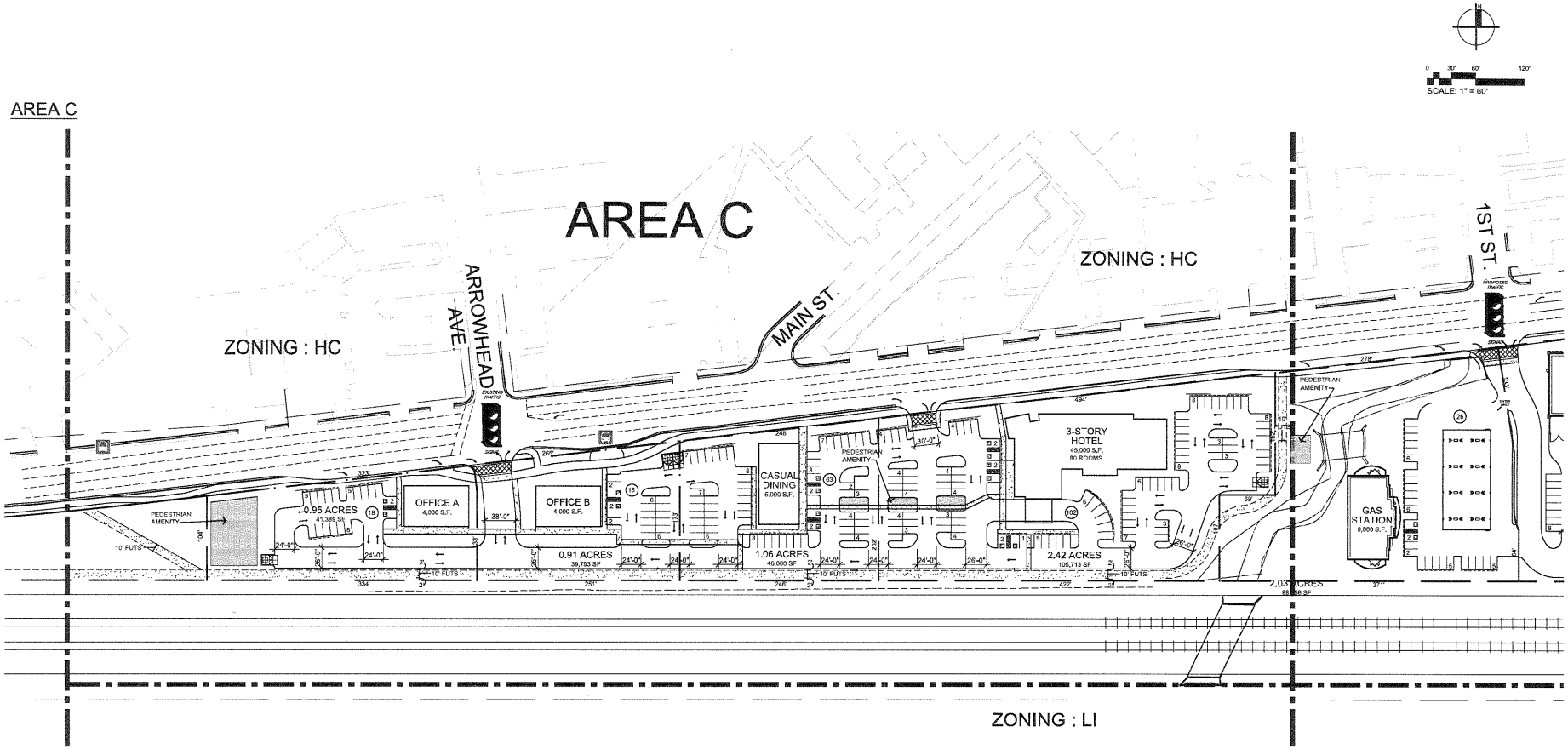
PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

Evergreen
Development | Services | Investments

01-10-14
11086-ST16

Butler Design Group, Inc
architects & planners



THE TRAX

FOURTH STREET / ROUTE 66

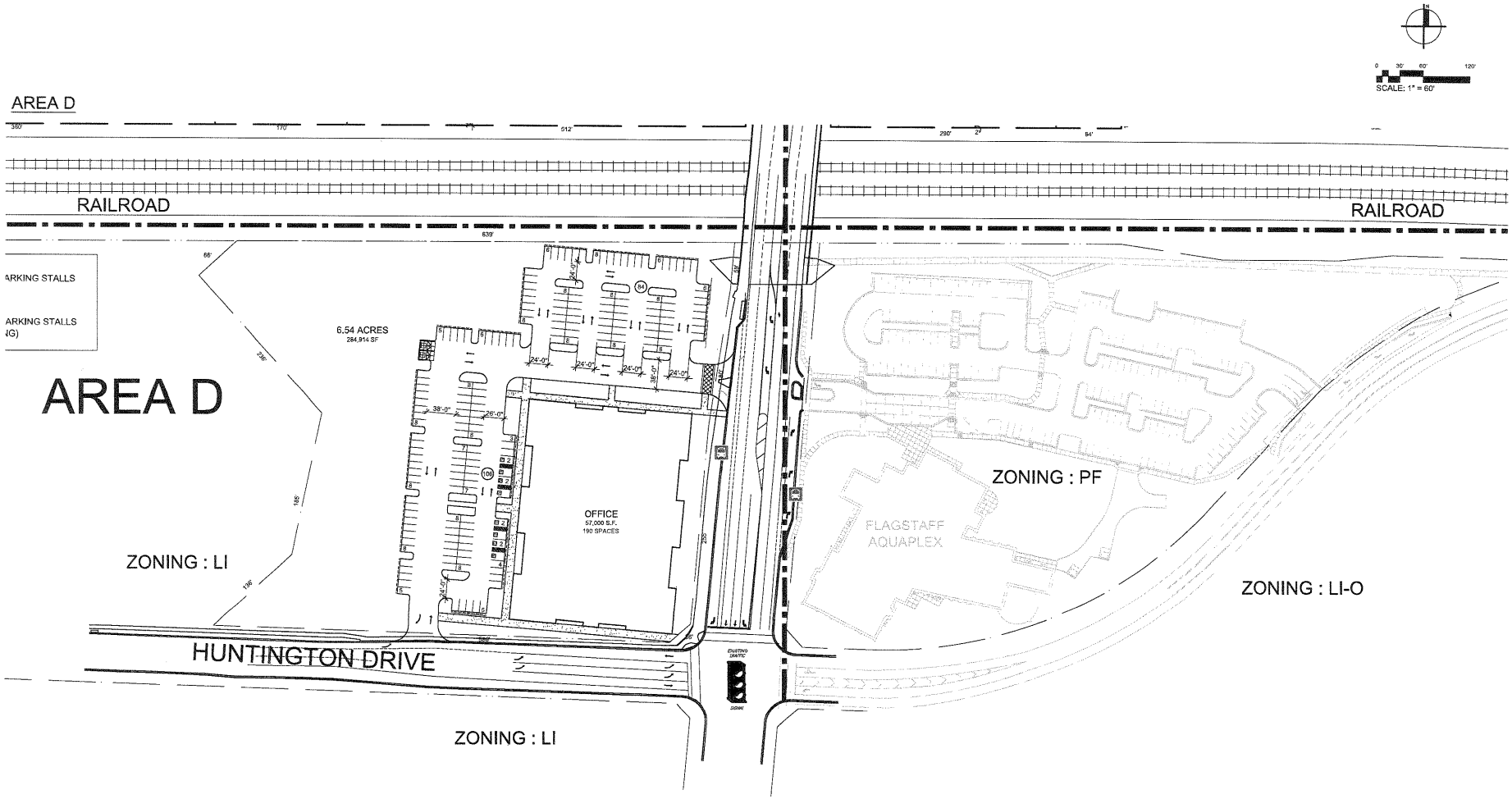
PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

Evergreen
Development | Services | Investments

01-10-14
11086-ST16

Butler Design Group, Inc
architects & planners



THE TRAX

FOURTH STREET / ROUTE 66

PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

Evergreen
Development | Services | Investments

01-10-14
11086-ST16

Butler Design Group, Inc
architects & planners

Attachment 2

Evergreen
Development | Services | Investments

www.evgre.com

February 4, 2014

*****************IMPORTANT NOTICE*****************
*****************MEETING RESCHEDULED*****************

Re: The Trax Commercial Development
South of Route 66 between Arrowhead Avenue and Postal Boulevard

Dear Neighbor:

Unfortunately, we need to reschedule the informational meeting about our proposed development that was originally scheduled for February 6th.

The informational meeting for the proposed development is now scheduled for Thursday February 20th at 5:30 p.m. at the Aquaplex at 1702 N. 4th Street, Flagstaff AZ 86004.

If you have any questions or concerns please feel free to contact me at (602) 808-8600 or khayes@evgre.com. Thank you in advance for your time and attention, I look forward to a successful development.

Respectfully,

Kelly Hayes
Evergreen Devco, Inc.

Arizona
2390 E. Camelback Rd., Suite 410, Phoenix, AZ 85016
Phone: 602-808-8600 *Fax:* 602-808-9100

California
200 N. Maryland Ave., Suite 201, Glendale, CA 91206
Phone: 818-240-8727 *Fax:* 818-240-1823

Colorado
12460 1st St., P.O. Box 247, Eastlake, CO 80614
Phone: 303-552-6160 *Fax:* 303-280-2978

1 Line Owner Report

Attachment 3

PrecisionGisServices.com
4144 Saddlewood Rd
Elizabeth, CO 80107
303-646-0747

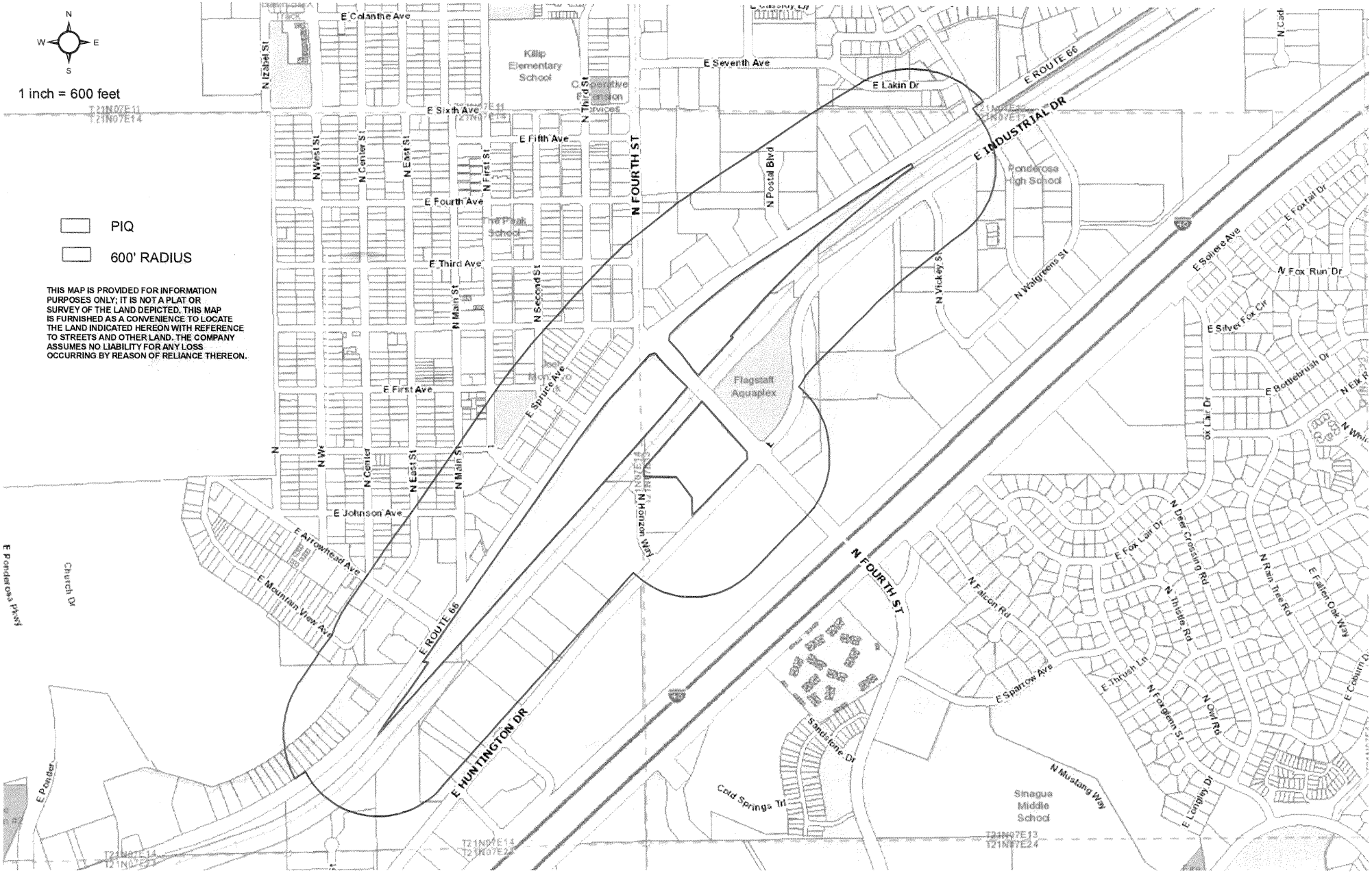
Rec #	APN	First Owner Name	Mail Address	Mail City	State	Mail Zip
1	107-03-017C	John T Mccarthy	1700 N Slippery Rock Rd	Flagstaff	Az	86004
2	107-03-017D	Fontanini Living Trust	1015 Hymehus Ave	Encinitas	Ca	92024
3	107-03-028A	Cougar Properties Llc	5610 E Cullum Ln	Flagstaff	Az	86004
4	107-03-030A	International Church Of Foursquar	1919 N 4Th St	Flagstaff	Az	86004
5	107-03-032A	Yan Lu	9826 Woodrich Ln Apt A	El Monte	Ca	91731
6	107-03-033	Randy Paulsen	2532 N 4Th St # 333	Flagstaff	Az	86004
7	107-03-034	International Church Of Foursquar	1919 N 4Th St	Flagstaff	Az	86004
8	107-03-035	George Martin & Gm Maben	9360 Skeet Dr	Flagstaff	Az	86004
9	107-03-036	K Anderson	827 W Parker Dr	Flagstaff	Az	86001
10	107-03-064A	D & G La Fonda Restaurants Inc	1900 N 2Nd St	Flagstaff	Az	86004
11	107-03-065	Jonathan T Ruth	1909 N 3Rd St	Flagstaff	Az	86004
12	107-04-001	Conley Properties Llc	2220 E Route 66	Flagstaff	Az	86004
13	107-04-002	Conley Properties Llc	2220 E Route 66	Flagstaff	Az	86004
14	107-04-003	Conley Properties Llc	2220 E Route 66	Flagstaff	Az	86004
15	107-04-004	Robert A Bramley	2310 E Route 66	Flagstaff	Az	86004
16	107-04-005	Dina Barnese	809 W Riordan Rd # 100-4	Flagstaff	Az	86001
17	107-04-006	Mccracken Family Revocable Trust	4834 Hightimber Ln	Flagstaff	Az	86004
18	107-04-007	Northland Hospice & Palliative Car	PO Box 997	Flagstaff	Az	86002
19	107-04-008	Northland Hospice & Palliative Car	PO Box 997	Flagstaff	Az	86002
20	107-04-009D	LARKIN JOHN C JR	3909 E HAWK LANE	Flagstaff	Az	86004
21	107-04-009D 01	John C Larkin	3909 E Hawk Ln	Flagstaff	Az	86004
22	107-04-009D 02	John C Larkin	3909 E Hawk Ln	Flagstaff	Az	86004
23	107-04-009E	Fontanini Living Trust	1015 Hymehus Ave	Encinitas	Ca	92024
24	107-04-009F	Custom Floor Covering Inc	13617 N 32Nd St	Phoenix	Az	85032
25	107-04-011	Euchariste Enterprises Llc	2333 E Spruce Ave	Flagstaff	Az	86004
26	107-04-012	Jimmie E & Shannon Anderson	PO Box 3750	Flagstaff	Az	86003
27	107-04-013	Randell B Travis	6425 Townsend Winona Rd	Flagstaff	Az	86004
28	107-04-014	Herbert Bryant Mclaughlin	2309 E Spruce Ave	Flagstaff	Az	86004
29	107-04-015	Blue Mountain Enterprises Inc	1714 N Navajo Dr	Flagstaff	Az	86001
30	107-04-016	Silei Community Empowerment Pr	1704 N 2Nd St	Flagstaff	Az	86004
31	107-04-017	Dbs Investment Inc	2204 E Route 66	Flagstaff	Az	86004
32	107-04-018	Conley Properties Llc	2220 E Route 66	Flagstaff	Az	86004
33	107-04-019	Conley Properties Llc	2220 E Route 66	Flagstaff	Az	86004
34	107-04-020	Conley Properties Llc	2220 E Route 66	Flagstaff	Az	86004
35	107-04-021B	Harvest Christian Fllwshp Flagstaff	2213 E 7Th Ave	Flagstaff	Az	86004
36	107-04-021C	Harvest Christian Fellowship Flags	2213 E 7Th Ave	Flagstaff	Az	86004
37	107-04-022A	Bsl & Cc Holdings Llc	2871 Kweo Trl	Flagstaff	Az	86001
38	107-04-023A	Bsl & Cc Holdings Llc	2871 Kweo Trl	Flagstaff	Az	86001
39	107-04-024	M T Mccullough Llc	PO Box 31105	Flagstaff	Az	86003
40	107-04-025A	Scott Overton	478 N Old Territory Trl	Flagstaff	Az	86001
41	107-04-025B	M T Mccullough Llc	PO Box 31105	Flagstaff	Az	86003

Rec #	APN	First Owner Name	Mail Address	Mail City	State	Mail Zip
42	107-04-026A	B & M Investments Llc Ii	8410 Slayton Ranch Rd	Flagstaff	Az	86004
43	107-04-027	Enrique & Shirley Valdivia Sr	2128 N 1St St	Flagstaff	Az	86004
44	107-04-028	Danny J Weaver	PO Box 1258	Seligman	Az	86337
45	107-04-029	Romero Trust	1822 N 2Nd St	Flagstaff	Az	86004
46	107-04-030	Manford R & Mary Gonzales	2320 E Spruce Ave	Flagstaff	Az	86004
47	107-04-031	Decker Living Trust	402 Old Munds Hwy	Flagstaff	Az	86001
48	107-04-032	James W & Toula Howington	2703 N Main St Lot 6	Flagstaff	Az	86004
49	107-04-033A	James W & Toula Howington	2703 N Main St Lot 6	Flagstaff	Az	86004
50	107-04-034B	Reid & Catherine Miller	2610 N Doves Nest Ln	Flagstaff	Az	86001
51	107-04-034C	John A & Kristy Patton	1246 W Weston Trl	Flagstaff	Az	86005
52	107-04-034D	Justin R Miller	1801 N 2Nd St	Flagstaff	Az	86004
53	107-04-037C	2202 First Llc	3226 S Debbie St	Flagstaff	Az	86001
54	107-04-037F	Reginald B D & Grace Plett	1804 N 1St St	Flagstaff	Az	86004
55	107-04-043A	Xyz Holdings Llc	2532 N 4Th St # 332	Flagstaff	Az	86004
56	107-04-046	Flagstaff City Of	211 W Aspen Ave	Flagstaff	Az	86001
57	107-04-052	Nohemi Olivares	1729 N 1St St	Flagstaff	Az	86004
58	107-04-054	Olson Trust	6035 E Siesta St	Apache Junction	Az	85119
59	107-04-055	John J & Rebekah Adams	1717 N 1St St	Flagstaff	Az	86004
60	107-04-059	Vickers Park Homeowners Assoc I	PO Box 30134	Flagstaff	Az	86003
61	107-04-060	Vickers Park Homeowners Assoc I	PO Box 30134	Flagstaff	Az	86003
62	107-04-061	Vickers Park Homeowners Assoc I	PO Box 30134	Flagstaff	Az	86003
63	107-05-001	Madco Properties Llc	41723 N Celebration Ct	Anthem	Az	85086
64	107-05-002	James J & Mary Cullen	1602 N East St	Flagstaff	Az	86004
65	107-05-003A	Joseph C & Tena Rosenfeldt	1608 N East St	Flagstaff	Az	86004
66	107-05-004	Timothy Rajsich	1530 E Appalachian Rd	Flagstaff	Az	86004
67	107-05-005	James J & Mary Cullen	1602 N East St	Flagstaff	Az	86004
68	107-05-006	Gabriel & Nora Ontiveros	6600 E Eagle Crest Dr	Flagstaff	Az	86004
69	107-05-007	Wolfe Family Trust	2610 N Patterson Blvd	Flagstaff	Az	86004
70	107-05-009	Gerald O & Leilla Brooks	3808 N Paradise Rd	Flagstaff	Az	86004
71	107-05-011	Tony Romero & Carmen Santillan	1621 N Main St	Flagstaff	Az	86004
72	107-05-012	Normand Gobeil	908 W Murray Rd	Flagstaff	Az	86001
73	107-05-015	Ramon & Veronica Garcia	1627 N Main St	Flagstaff	Az	86004
74	107-05-016	Garcia Liv Trust	1704 N East St	Flagstaff	Az	86004
75	107-06-001B	Diversified Development Fund	PO Box 11031	Casa Grande	Az	85130
76	107-06-002D	PAHLER THOMAS R ; LINDQUIST	1094 N CONIFER RD	Flagstaff	Az	86001
77	107-06-002D	Thomas R Pahler	1094 N Conifer Rd	Flagstaff	Az	86001
78	107-06-003	San Francisco De Asis Roman Cat	2257 E Cedar Ave	Flagstaff	Az	86004
79	107-06-004	Flagstaff Evangelical Free Church	2004 E Arrowhead Ave	Flagstaff	Az	86004
80	107-06-005B	FLAGSTAFF DEVELOPMENT GR	155 W NEW YORK AVE STE 200	SOUTHERN PINES	Nc	28387
81	107-06-060	Robert Wayne Miller Ii	1909 E Mountain View Ave	Flagstaff	Az	86004
82	107-06-062A	Mcneal Trust	1040 W Ardrey Cir	Flagstaff	Az	86001
83	107-06-063A	Elias & Susan Contreras	1749 W Orchid Ln	Phoenix	Az	85021
84	107-06-064A	Karen & Mark Boarman	2081 Sky Dr	Clarkdale	Az	86324
85	107-06-067D	Main Street Businesss Park Llc	137 S Equestrian Ct	Gilbert	Az	85296
86	107-06-068B	Sunshine Rescue Mission Inc	PO Box 426	Flagstaff	Az	86002

Rec #	APN	First Owner Name	Mail Address	Mail City	State	Mail Zip
87	107-06-068C	Main Street Business Park Llc	137 S Equestrian Ct	Gilbert	Az	85296
88	107-06-069A	Denise Dean	PO Box 50517	Parks	Az	86018
89	107-06-069B	Hrm Ayala Llc	4207 E Broken Rock Loop	Flagstaff	Az	86004
90	107-06-070	Larry C & Mary Reynolds	2808 N Patterson Blvd	Flagstaff	Az	86004
91	107-06-072A	Gerald O & Leilla Brooks	5500 Oak Ranch Rd	Flagstaff	Az	86004
92	107-06-073	J & J Flagstaff Property Llc	2165 Casper Dr	Lake Havasu City	Az	86406
93	107-06-074	George Alan Kaufmann	1518 N Center St	Flagstaff	Az	86004
94	107-06-075A	Michael C Ebersol	PO Box 23767	Flagstaff	Az	86002
95	107-06-075B	Kelly E & Audrey Cullen	1602 N East St	Flagstaff	Az	86004
96	107-06-075C	Kelly E Cullen	1602 N East St	Flagstaff	Az	86004
97	107-06-076	Lawrence C & Jessica Fitchett	1151 W University Heights Dr N	Flagstaff	Az	86001
98	107-06-081A	John Monroe McGill	518 N Beaver St Ste C	Flagstaff	Az	86001
99	107-09-004	Red Lake Properties Llc	PO Box 4356	Prescott	Az	86302
100	107-10-001K	2500 East Huntington Drive Llc	2500 E Huntington Dr	Flagstaff	Az	86004
101	107-10-001L	Total Rental Center Llc	2480 E Huntington Dr	Flagstaff	Az	86004
102	107-10-001R	Impact Group Llc	701 S 7Th St	Phoenix	Az	85034
103	107-10-002	Wonderland Enterprises Llc	2000 E Route 66	Flagstaff	Az	86004
104	107-10-003	Samuel & Donna Gallagher	1996 E Route 66	Flagstaff	Az	86004
105	107-10-004	Patel Trust	1990 E Route 66	Flagstaff	Az	86004
106	107-10-005	Red Lake Properties Llc	PO Box 4356	Prescott	Az	86302
107	107-10-006	Red Lake Properties Llc	PO Box 4356	Prescott	Az	86302
108	107-10-007	Red Lake Properties Llc	PO Box 4356	Prescott	Az	86302
109	107-10-008	Red Lake Properties Llc	PO Box 4356	Prescott	Az	86302
110	107-10-009	Red Lake Properties Llc	PO Box 4356	Prescott	Az	86302
111	107-10-010	Red Lake Properties Llc	PO Box 4356	Prescott	Az	86302
112	107-10-012D	Flagstaff City Of	211 W Aspen Ave	Flagstaff	Az	86001
113	107-10-013A	Mission Linen	702 E Montecito St	Santa Barbara	Ca	93103
114	107-10-014A	Enterprise Business Park Llc	PO Box 4380	Ketchum	Id	83340
115	107-10-014B	Christopher Borchard	610 E Bell Rd Ste 2-338	Phoenix	Az	85022
116	107-10-015	Flagstaff City Of	211 W Aspen Ave	Flagstaff	Az	86001
117	107-10-016	Bnsf Railway Company	PO Box 961089	Fort Worth	Tx	76161
118	107-11-001N	Impact Group Llc	701 S 7Th St	Phoenix	Az	85034
119	107-11-005	Esplin Trust	3730 Winona Ranch Rd	Flagstaff	Az	86004
120	107-11-006A	High Desert Investment Company	504 E Butler Ave	Flagstaff	Az	86001
121	107-11-007	Bnsf Railway Company	PO Box 961089	Fort Worth	Tx	76161
122	107-12-001C	Ctp Flagstaff Llc	1400 N Rockridge Rd	Flagstaff	Az	86001
123	107-12-002	Radnoti Family Llc	25138 Malibu Rd	Malibu	Ca	90265
124	107-12-003	Pat H & Nora Crisp	730 Lamar St	Las Cruces	Nm	88005
125	107-12-004C	Autozone Inc 2782	PO Box 2198	Memphis	Tn	38101
126	107-12-004D	Dbadguy Llc	PO Box 1961	Flagstaff	Az	86002
127	107-12-004E	Hesse Trust	32555 S Shangrila Dr	Black Canyon City	Az	85324
128	107-12-004F	Hesse Trust	32555 S Shangrila Dr	Black Canyon City	Az	85324
129	107-12-005B	Shajay Enterprise Llc	2100 E Route 66	Flagstaff	Az	86004
130	107-12-005C	Omar M & Cindie Castro	644 N Fox Hill Rd	Flagstaff	Az	86004
131	107-12-006A	Omar M & Cindie Castro	644 N Fox Hill Rd	Flagstaff	Az	86004

Rec #	APN	First Owner Name	Mail Address	Mail City	State	Mail Zip
132	107-12-008M	S R Polito Investment Partnership I	11922 Betsworth Rd	Valley Center	Ca	92082
133	107-12-008S	Lnn Enterprises Inc	1490 S Riordan Ranch St	Flagstaff	Az	86001
134	107-12-009C	S R Polito Investment Partnership I	11922 Betsworth Rd	Valley Center	Ca	92082
135	107-12-009D	Dale Huntington Llc	PO Box 220	Flagstaff	Az	86002
136	107-12-009E	Hbp Investment Llc	PO Box 4380	Ketchum	Id	83340
137	107-12-012	Lnn Enterprises Inc	1490 S Riordan Ranch St	Flagstaff	Az	86001
138	107-12-013	Bnsf Railway Company	PO Box 961089	Fort Worth	Tx	76161
139	107-13-005V	W L Gore & Associates Inc Accoun	PO Box 2400	Flagstaff	Az	86003
140	107-13-005W	Flagstaff City Of	211 W Aspen Ave	Flagstaff	Az	86001
141	107-13-005Z	Mardian Industries No 1 Ltd Partne	221 S 35Th Ave	Phoenix	Az	85009
142	107-13-008	Bnsf Railway Company	PO Box 961089	Fort Worth	Tx	76161
143	107-13-009	Flagstaff City Of	211 W Aspen Ave	Flagstaff	Az	86001
144	107-13-010	Flagstaff City Of	211 W Aspen Ave	Flagstaff	Az	86001
145	107-13-011	Flagstaff City Of	211 W Aspen Ave	Flagstaff	Az	86001
146	107-13-012	Flagstaff City Of	211 W Aspen Ave	Flagstaff	Az	86001
147	107-13-013	W L Gore & Associates Inc Accoun	PO Box 2400	Flagstaff	Az	86003
148	107-14-001J	Mardian Indutries No 1	221 S 35Th Ave	Phoenix	Az	85009
149	107-14-002A	Flagstaff Kids Sports Center Llc	2366 N Steves Blvd Ste B	Flagstaff	Az	86004
150	107-14-002B	United States Postal Service	330 W E Real Estate Dv	San Bruno	Ca	94099
151	107-14-002C	Consolidated Investment Co Inc	555 S Blackbird Roost	Flagstaff	Az	86001
152	107-14-003	Alfred & Janet Vargas	2710 E Route 66	Flagstaff	Az	86004
153	107-14-004A	Intercontinental Investment Llc	4800 E Mount Pleasant Dr	Flagstaff	Az	86004
154	107-14-004B	Jaguar Enterprises Llc	2480 E Lucky Ln	Flagstaff	Az	86004
155	107-14-004C	Jaguar Enterprises Llc	2480 E Lucky Ln	Flagstaff	Az	86004
156	107-14-005B	Greenlaw Properties Llc	700 N Bertrand St	Flagstaff	Az	86001
157	107-14-006	Pdgs Hospitality Llc	2610 E Route 66	Flagstaff	Az	86004
158	107-14-007B	NATIONAL BANK OF ARIZONA	NEC 4 TH ST & ROUTE 66	Flagstaff	Az	86004
159	107-14-008C	Greenlaw Properties Llc	700 N Bertrand St	Flagstaff	Az	86001
160	107-14-011	Alfred & Janet Vargas	2710 E Route 66	Flagstaff	Az	86004
161	107-14-012	Bnsf Railway Company	PO Box 961089	Fort Worth	Tx	76161
162	107-14-012	BNSF RAILWAY COMPANY	P O BOX 961089	FORT WORTH	Tx	76161
163	107-15-001	R & A Import Auto Pts & Rpr Of Fla	2932 E Route 66	Flagstaff	Az	86004
164	107-15-002A	Janet R Copeland	104 W Forest Ave	Flagstaff	Az	86001
165	107-15-003	Craig & Judy Leonard	2924 E Route 66	Flagstaff	Az	86004
166	107-15-004D	Stalker Enterprises Inc	2920 E Route 66	Flagstaff	Az	86004
167	107-15-004E	Neeva Investment Inc	3585 W Kiltie Loop	Flagstaff	Az	86001
168	107-15-005A	Geile Management Llc	PO Box 30278	Flagstaff	Az	86003
169	107-15-007A	Hunts True Value Lumber Compan	2711 E Lakin Dr	Flagstaff	Az	86004
170	107-15-008B	Hema & Sons Inc	2818 E Route 66	Flagstaff	Az	86004
171	107-15-008C	Curtis R & Colleen Crane	3529 N Eiger Mountain Rd	Flagstaff	Az	86004
172	107-15-009	Walter & Charles Boice	1496 E Loch Haven Dr	Hayden Lake	Id	83835
173	107-15-010	Walter & Charles Boice	1495 E Loch Haven Dr	Hayden Lake	Id	83835
174	107-15-013B	Armour Self Strge Flagstaff Ltd Ptn	15881 N 80th St Ste 100	Scottsdale	Az	85260
175	107-16-007L	Loma Alta Group Llc	2645 E Camino La Brinca	Tucson	Az	85718
176	107-16-007N	Guidance Center Inc	2187 N Vickey St	Flagstaff	Az	86004

Rec #	APN	First Owner Name	Mail Address	Mail City	State	Mail Zip
177	107-16-007P	W L Gore & Associates Inc Accoun	PO Box 2400	Flagstaff	Az	86003
178	107-16-007V	Loma Alta Group Llc	3600 E 36Th St	Tucson	Az	85713
179	107-21-029	Shawn M & Dana Cunningham	2201 N Central Ave Apt 7A	Phoenix	Az	85004
180	107-30-009	Benjamin F W Damon	PO Box 237	Window Rock	Az	86515
181	107-30-010	Hillyard Inc	302 N 4Th St	Saint Joseph	Mo	64501
182	108-10-001C	Hopi Tribe Economic Development	PO Box 30217	Flagstaff	Az	86003
183	108-10-039	Mary Lou Gershater	PO Box 50097	Parks	Az	86018
184	108-10-044	Jeronimo L & Lisbeth Vasquez	2821 N Tindle Blvd	Flagstaff	Az	86004
185	108-10-058	Bilbao Family Revoc Living Trust	815 N Beaver St	Flagstaff	Az	86001
186	108-10-060B	Lester & Patricia Dial	5700 Townsend Winona Rd	Flagstaff	Az	86004
187	108-10-061C	Hunts True Value Lumber Compan	2711 E Lakin Dr	Flagstaff	Az	86004
188	108-10-070D	Lakin Mini Storage	PO Box 220	Flagstaff	Az	86002
189	108-10-070F	Wade Woodruff	2710 E Lakin Dr	Flagstaff	Az	86004
190	108-10-072	Mini-Storage Lakin	PO Box 220	Flagstaff	Az	86002
191	108-10-073	2720 Property Llc	2720 E Lakin Dr	Flagstaff	Az	86004
192	108-10-074D	Jian Ru Liang	421 N Clearview Dr	Flagstaff	Az	86001
193	108-10-074E	BRITT SHELLEY	3955 N AROSA WAY	Flagstaff	Az	86004
194	108-10-143	Hunts True Value Lumber Compan	2711 E Lakin Dr	Flagstaff	Az	86004
195	108-13-002L	Jim Fundin	2313 N Janis Dr	Palm Springs	Ca	92262


N
W
E
S
1 inch = 600 feet
PIQ
600' RADIUS
THIS MAP IS PROVIDED FOR INFORMATION PURPOSES ONLY; IT IS NOT A PLAT OR SURVEY OF THE LAND DEPICTED. THIS MAP IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.
E Colanthe Ave
Killip Elementary School
Cooperative Extension Services
E Seventh Ave
E Lakin Dr
E ROUTE 66
E INDUSTRIAL DR
E Sixth Ave
E Fifth Ave
E Fourth Ave
The Peak School
E Third Ave
E First Ave
E Johnson Ave
E Arrowhead Ave
E Mountain View Ave
E ROUTE 66
E HUNTINGTON DR
N FOURTH ST
N West St
N Center St
N East St
N First St
N Second St
N Main St
N Third St
N Postal Blvd
N Vickey St
N Walgreens St
Ponderosa High School
Flagstaff Aquaplex
E Spruce Ave
N Horizon Way
E Solace Ave
E Fontail Dr
N Fox Run Dr
E Silver Fox Cir
E Bottlebrush Dr
E Fox Lair Dr
N Deer Crossing Rd
N Falcon Rd
N Thistle Rd
N Rain Tree Rd
E Fallen Oak Way
E Thrush Ln
N Forgeon St
N Owl Rd
E Sparrow Ave
Sandstone Dr
Cold Springs Trl
N Mustang Way
Sinagua Middle School
E Longley Dr
E Ponderosa Pkwy
Church Dr
E Ponder

Attachment 4

Neighborhood Meeting
The Trax Commercial Development
February 20, 2014

Name	Address	Phone Number	Email Address
DAN MARTIN	1901 N 4th STREET	928-699-0862	AGENTDANMARTIN@MSN.COM
Tish Boggs-Cimun	5271 N/t. Pleasant	606-0882	tishflagstaff@gmail.com
Dino Nicholson	4800 E. MT. Pleasant	928-380-3450	dinoflag@gmail.com
George/Jill Yoskovich	1901 N. 4th St.	220-0374	mgmt@bighorvent.net
MICHAEL N. KNAPP	2109 N. 4th St.	774-6257	weareatthelifecompany.NET
Gabriella Smith	120 N. Beaver St. Ste. 100	9287792820	gs@kinneyconstruction.net
Jim McCarthy	2087 W. Fresh Air Sth	928 7793748	JMA36MC@gmail.com
J. Heath	2015 N Fourth	928.380-3680	Jheath@infomagic.net
Bob Hubbard	1623 N. FIRST STREET	928.606.3650	BOBC.HUBBARD@HERGELL.COM
Jude Lemard	1765 N. Wood Hollow Way	928 526 3256	N/a
* Kyle Ayrey	4449 E Winter Dr	928-853-7948	Kayrey@TGCAZ.org
GORDON SLAUGH	1012 W Hazel Way	—	—
Shirley Irwin	P.O Box 2251, Flagstaff, AZ 86003	928-225-9028	
J.C. Walkingbear	"		Walkingbear1807@yahoo.com
John Conley/Salsa Brava	2220 E Rt 66 Flagstaff, AZ 86004	928-853-5966	Salsabr@infomagic.net
Collin Weller	2208 E Dorthea Ave Apt. L Flag AZ 86004	928-607-8224	cjweller76@hotmail.com

Neighborhood Meeting
The Trax Commercial Development
February 20, 2014

Name	Address	Phone Number	Email Address
RAY BRUTTI	3960 N. ZURICH ST FLAG	9285268243	COSRAY@EARTHLINK.NET
Cathleen Garrison	1100 FLOWING SPRINGS TRL FLAG 86004		cmkgarrison@gmail.com
Bracken Davis	3226 N. 4th ST FLAG	928 699 8723	brackendavis@gmail.com
Jeff Martin	3500 Fox Lair Dr.		skywisdom@hotmail.com
Bud Woodruff WOODRUFF CONSTRUCTION	2710 E LAKIN DR. Flag	928 527-4138	bud.woodruff@woodruffinc.com
Mary McKell	111 E. Oak Ave #4 Flag	928 556 9208	
Emily Runn	2220 E. Hamberg Dr., Flagstaff 86004	724-464-8758	sparrow-jane@hotmail.com
Janet & Thomas Sliva	3460 N. Schaffer Ln 86004	928-779-9855	J.Sliva@juno.com
Bob Mullen	1230 Aspen Leaf Rd	928 600 6643	orjuan35@Gmail.com
Suzanne Adams-Ochrasa	1751 Thomas St.	556-2253	sadams@azdailysun.com
* LANCE DISKIN / F.D.S.C.	P.O. Box 1892 FLAGSTAFF, AZ. 86001		INFO@FLAGSTAFFDARKSKIES.ORG

Neighborhood Meeting
The Trax Commercial Development
February 20, 2014

Name	Address	Phone Number	Email Address
Randal Ball	16 S. Pine Circle Flagstaff 86001	928 699 7239	randal.ball@woodruffaz.com
Richard Hulett	3421 W. Cooper St 86001	928 607-0672	drpizza@centurylink.net
Peter Olsen	6649 E. Vail Dr. 86004	928/522-0360	COHS6TPet@hotmail.com
Eslir Musta	1629 N Center St 86004	928/814-2753	emusta@yahoo.com
Mike Hutchins	1203 N Wakonda 86004	928 707-1201	mike@sterlingrem.com
Ed Gussio	2321 N. 4th St. 86004	928 526 5691	egussio@benefitlogic.net
Jeff Robinson	2677 E Matterhorn Dr 86004	928 773 8948	jrobin@infomagic.net
Marin Robinson	" " "	928 526 5025	
Jim Schmelzle	~~1900 Ft~~ 690 Hattie Greene 86001	928-699-0353	James.Schmelzle@yahoo
Hilton Harris	405 N Beaver St #7 86001	928 699-3525	hilton@hiltonharris.com

Attachment 5

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Date Received	**Application for Zoning Map Amendment and/or Regional Plan Amendment**		File Number DEV13-040
Property Owner(s) CITY OF FLAGSTAFF	Title	Phone	Email
Mailing Address			City, State, Zip
Applicant(s) Evergreen Devco, Inc.	Title	Phone 602.808.8600	Email dbocking@evgre.com
Mailing Address 2390 E Camelback Rd. #410			City, State, Zip Phx, AZ 85016
Project Representative) Danny Bocking	Title Dir. PM	Phone	Email
Mailing Address			City, State, Zip
Requested Review	☒ Zoning Map Amendment ↑ PREZ2014-0002	☒ Regional Plan Amendment ↑ PGMP2014-0001	☐ Continued

Site Address TBD 2499 E. Rt. 66	Parcel Number(s) 107-13-010; 009; 011	Subdivision, Tract & Lot Number
Existing Zoning District LI + LI-O	Proposed Zoning District: HC	Existing Regional Plan Land Use Category Office Bus. Park-LI; and Light-Med. Ind.
Existing Use Undeveloped		Proposed Use Commercial

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)

State Reason for Request LARGE SCALE ZONING MAP AMENDMENT; MINOR REG. PLAN AMENDMENT

Note:
Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). **Incomplete submittals will not be scheduled.**

Property Owner Signature(required)	Date:	Applicant Signature	Date: 10/4/13

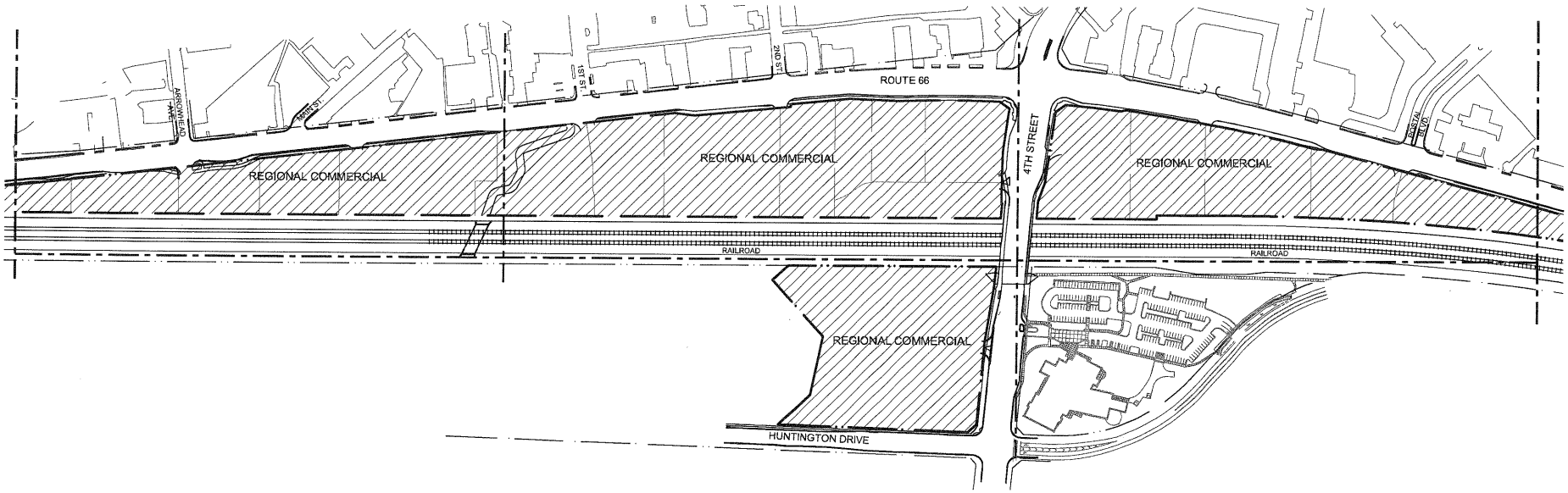
For City Use

Date Filed:	File Number(s): PREZ2014-0002		Type of Zoning Map Amendment: ☐ Small-scale ☐ Medium-scale ☒ Large-scale
P & Z Hearing Date: May 14, 28, 2014	Publication and Posting Date: 4-27-14 4-28-14		
Council Hearing Date: June 17, 2014	Publication and Posting Date: 4-27-14 4-28-14		
Fee Receipt Number: #37361	Amount: 13,736.	Date: 10-8-13	

Action by Planning and Zoning Commission:	Action by City Council:
☒ Approved 5-28-14	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utlities	Stormwater
	Elaine	Gary	Kent	Jim	Kyle

Revised 3/11/13



PROPOSED REGIONAL

THE TRAX

FOURTH STREET / ROUTE 66

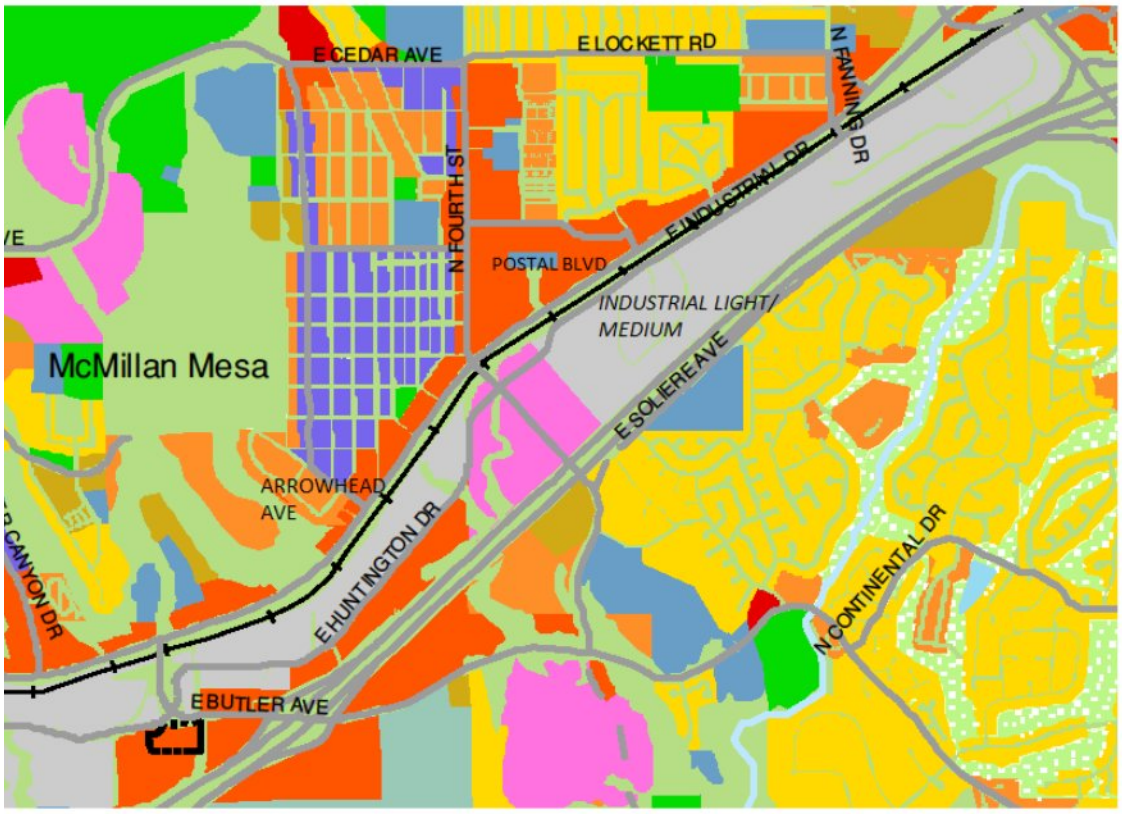
PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

Evergreen
Development | Services | Investments

12-23-13
11086-ST11C-EXHIBIT

Butler Design Group, Inc
architects & planners



Land Use Categories within

INDUSTRIAL LIGHT/MED. =

OFFICE/BUSINESS PARK-
LIGHT INDUSTRIAL = PINK

URBAN OPEN SPACE = LIGH

Land Use Categories Adjace

COMMERCIAL
REGIONAL/COMMUNITY =

LOW DENSITY RESIDENTIAL

INSTITUTIONAL = BLUE

MIXED USE = PURPLE

REGIONAL PLAN LAND USE MAP

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Elaine Averitt, Planning Development Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2014-14: An ordinance amending the Flagstaff Zoning Map designation of approximately 33.6 acres of real property located at the southwest and southeast corners of Route 66 and Fourth Street and at the northwest corner of Huntington Drive and Fourth Street, from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC). ***(Amending Zoning Map for "The Trax" commercial development).***

RECOMMENDED ACTION:

At the June 17, 2014 Council Meeting:
1) Hold the Public Hearing
2) Read Ordinance No. 2014-14 by title only for the first time
3) City Clerk reads Ordinance No. 2014-14 by title only for the first time (if approved above)

At the July 1, 2014 Council Meeting:
4) Read Ordinance No. 2014-14 by title only for the final time
5) City Clerk reads Ordinance No. 2014-14 by title only for the final time (if approved above)
6) Adopt Ordinance No. 2014-14

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted Public Hearings to consider this Zoning Map amendment request at its regular meetings on May 14, 2014 and May 28, 2014. The Planning Commission voted (7-0) to forward the request to the City Council with a recommendation of approval subject to two conditions. The attached ordinance lists the two conditions of approval. Zoning Map amendments are required to be adopted by ordinance.

Subsidiary Decisions Points: If the first reading of the ordinance is successful, the attached Development Agreement will be scheduled for consideration by the City Council on July 1, 2014, prior to the second reading of the ordinance.

Financial Impact:

None

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

The Council considered, approved, and amended a purchase and sale agreement for the subject property on May 20, 2014.
This Zoning Map amendment request is accompanied by a Regional Plan amendment request.

Options and Alternatives:

The City Council may approve the ordinance with the proposed conditions, approve the ordinance with additional or modified conditions, or deny the ordinance.

Background/History:

The site is currently vacant, undeveloped and un-subdivided land. At the date of this report, the property is owned by the City of Flagstaff. The applicant, Evergreen Devco, Inc., intends to close escrow on the property by September 2014 and following site plan and engineering construction plan approvals, to provide the development with new public and private infrastructure that includes roadway work, FUTS trail construction, water, sewer, and storm water infrastructure.

Land uses north of the property, across Route 66, consist of commercial buildings with uses that include motels, restaurants, auto repair, retail, plant nursery and offices. New commercial construction on the north side of Route 66 includes the completed Walgreens at the northeast corner of Route 66 and 4th Street, a new bank east of the Walgreens (in construction), and a Tractor Supply Co. (in construction) at the northeast corner of Route 66 and Arrowhead Drive. The terrain on the Areas A, B, and C of the subject site is generally flat at an elevation ranging between approximately 6,840 to 6,860 feet. Area D is flattest at the corner of 4th Street and Huntington, and then slopes down towards the west; it is has a fairly even distribution of Ponderosa pine tree resources.

A resolution for the development agreement must be approved prior to the second reading of the zoning ordinance (see attached draft development agreement). The development agreement will address responsibilities for constructing a FUTS trail, providing outdoor public space, preserving the trestle bridge, ensuring that construction of public improvements coincide with the phased development of the project, and designing drive-through facilities to ensure the safe movement of pedestrians and vehicles. Additionally, the Developer will be required to contribute an agreed upon monetary sum into the City's escrow account towards future I-40 Bridge improvements and to cover a pedestrian crossing study and any recommended improvements to Route 66 related to the development of the property. The development agreement also covers Route 66 lighting (ADOT requirements) and dedication of public easements and rights-of-way. The applicant received Inter-Division Staff (IDS) approval for the Conceptual Site Plan on April 3, 2014. The conditions of IDS review were addressed when the applicant submitted a revised Conceptual Site Plan for the Planning & Zoning Commission (P&Z). Those conditions relating to requirements for future Site Plan submittals were agreed by the Developer in the "response to conditions." Any outstanding, unresolved provisions addressed in the Conditions of Approval will be included in the development agreement.

Key Considerations:

Zoning Map amendments are adopted by the City Council via ordinance. Ordinance No. 2014-14 changes the Zoning Map designation of approximately 33.6 acres from the Light Industrial (LI) and Light Industrial-Open (LI-O) zones to the Highway Commercial (HC) zone.

Community Benefits and Considerations:

Community benefits and considerations related to this Zoning Map amendment request are addressed in the attached Planning and Zoning Commission Zoning Map Amendment Staff Report, dated May 6, 2014.

Community Involvement:

Inform

The Developer held a neighborhood meeting on February 20, 2014 at the Aquaplex; 37 people signed in for the meeting. Notice of the neighborhood meeting was provided in accordance with the Zoning Code. The results of the meeting are included in the Record of Proceedings, a copy of which is included in the attached Planning & Zoning Commission attachments. The Planning & Zoning Commission conducted a public hearing on May 14, 2014 and May 28, 2014. Notice of those public hearings was provided in accordance with State statute and the Zoning Code. As of this writing, staff has received general inquiries from three members of the public at the Community Development Counter, and one email which expresses concern over the effect (commercial competition) the amendment might have on the 4th Street corridor north of Route 66; increased traffic flow and safety; and reducing the amount of light industrial land in areas that have easy access to housing.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Zoning Map amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance Co. 2014-14.
- The City Council may approve the Zoning Map amendment with additional or modified conditions of approval.
- The City Council may deny the Zoning Map amendment.

Attachments:

Ord. 2014-14
P&Z CC Public Hearing Legal Notices
Exhibit A_Legal Descrip
Draft PZC Minutes 5-14-14
PZC Staff Report
Ex & Proposed Zoning Exhibit
Application_RP & Zoning
Overall Site Plan
Concept Plan Area A
Concept Plan Area B
Concept Plan Area C
Concept Plan Area D
Evergreen Draft D.A.

ORDINANCE NO. 2014-14

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAF, ARIZONA, AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 33.6 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF ROUTE 66 AND FOURTH STREET, FROM LIGHT INDUSTRIAL ("LI") AND LIGHT INDUSTRIAL OPEN ("LI-O"), TO HIGHWAY COMMERCIAL ("HC")

RECITALS:

WHEREAS, the applicant has applied for a Zoning Map amendment of approximately 33.6 acres of real property located within the City of Flagstaff, a legal description of which is designated as **Exhibit "A"**, attached hereto and incorporated by this reference, from "LI," Light Industrial, and "LI-O," Light Industrial Open, to "HC," Highway Commercial, for purposes of developing a commercial retail center with approximately 250,000 square feet of commercial building space; 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 Zoning Map amendment application, following proper notice and hearings, on May 14, 2014 and May 28, 2014, with the result that the Planning and Zoning Commission has recommended approval of the requested Zoning Map amendment application, subject to the following conditions:

1. That the subject property is developed in substantial accordance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on April 3, 2014, with the zoning map amendment request.
2. That all terms, conditions and restrictions detailed within "Development Agreement and Waiver between City of Flagstaff and Evergreen-TRAX, L.L.C." are fully satisfied.

WHEREAS, the City Council has read and considered the staff reports prepared by Current Planning Division staff and has considered the narrative prepared by the applicant; and

WHEREAS, staff recommends approval of the Zoning Map amendment application, subject to the condition proposed by the Planning and Zoning Commission, and the Council has considered the condition and has found it to be appropriate for the site; and

WHEREAS, the Council finds that the proposed Zoning Map amendment with the condition will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The zoning map designation for the subject property is amended to “HC,” Highway Commercial.

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 1st day of July, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

“EXHIBIT A”

LEGAL DESCRIPTION

There are three parcels for The Trax project (collectively referred to herein as the “Property”):
1. Parcel 107-13-010 (Shown on the Concept Plan as Areas A & C)
2. Parcel 107-13-009 (Shown on the Concept Plan as Area B)
3. Parcel 107-13-011 (Shown on the Concept Plan as Area D)

PARCELS A, B AND D AS SET FORTH ON COF CONSOLIDATION MAP RECORDED IN 2006-3396857, OFFICIAL RECORDS OF COCONINO COUNTY ARIZONA AND MORE PARTICULARLY DESCRIBED BELOW; AND EXCEPT FROM SAID PARCELS ALL MINERALS CONTAINED THEREIN INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION IN DEED RECORDED IN DOCKET 1442, PAGE 754.

PARCEL A

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY, HUNTINGTON DRIVE AS DESCRIBED IN DOCKET 861, PAGE 914 AND DOCKET 918, PAGE 574; PARCELS A, B, AND C RECORDED IN BOOK 8, PAGE 57; AND THE PARCEL DESCRIBED IN DOCKET 1442, PAGE 754, COCONINO COUNTY RECORDS; LYING IN SECTIONS 13 AND 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A POINT ON A TANGENT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66, MONUMENTED BY A FOUND BRASS CAP; THENCE NORTH 71 DEGREES 20 MINUTES 56 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT- OF-WAY LINE, 78.35 FEET TO A POINT OF CURVATURE THEREIN; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, CONCAVE NORTHWESTERLY, WITH RADIUS 2000.00 FEET AND CENTRAL ANGLE 34 DEGREES 02 MINUTES 50 SECONDS, AN ARC LENGTH OF 1188.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 56 MINUTES 54 SECONDS AN ARC LENGTH OF 68.01 FEET; THENCE NORTH 35 DEGREES 21 MINUTES 12 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT - OF-WAY LINE, 2555.80 FEET; THENCE NORTH 41 DEGREES 08 MINUTES 46 SECONDS EAST 103.31 FEET; THENCE NORTH 36 DEGREES 26 MINUTES 28 SECONDS EAST, 258.30 FEET; THENCE NORTH 44 DEGREES 14 MINUTES 44 SECONDS EAST, 153.19 FEET TO THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 50 DEGREES 35 MINUTES 21 SECONDSWEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 3745.72 FEET AND CENTRAL ANGLE 04 DEGREES 42 MINUTES 36 SECONDS, AN ARC LENGTH OF 307.92 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 19 SECONDS EAST 37.30 FEET;
THENCE SOUTH 40 DEGREES 09 MINUTES 12 SECONDS EAST, PARALLELWITH AND 74 FEET SOUTHWESTERLY FROM THE NEW FOURTH STREET CENTERLINE SHOWN THEREON , 136.09 FEET;
THENCE SOUTH 45 DEGREES 52 MINUTES 40 SECONDS EAST 77.10 FEET;
THENCE SOUTH 47 DEGREES 28 MINUTES 57 SECONDS EAST 81.84 FEET;
THENCE NORTH 45 DEGREES 36 MINUTES 00 SECONDS EAST 3.00 FEET;
THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLELWITH AND 59 FEET SOUTHWESTERLY FROM SAID NEWFOURTH STREET CENTERLINE, 47.26 FEET TO THE NORTHWESTERLY LINE OF THE NEW RAILWAY SHOWN THEREON;

THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 3431.57 FEET TO THE NORTHWESTERLY LINE OF THE EXISTING RAILWAY SHOWN THEREON;
THENCE NORTH 52 DEGREES 41 MINUTES 54 SECONDS WEST, RADIAL TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66, 41.69 FEET TO THE TRUE POINT BEGINNING. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN,WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE-SYSTEM DATA DATED NOVEMBER 1997.

PARCEL B

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY; INDUSTRIAL DRIVE DESCRIBED IN DOCKET 918, PAGE 574; AND PARCEL 1 DESCRIBED IN DOCKET 1967, PAGE 587, RECORDS OF COCONINO COUNTY, LYING IN THE LOT 2 OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING FOR REFERENCE AT A POINT OF TANGENCY IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66 NORTHEAST OF FOURTH STREET; THENCE NORTH 56 DEGREES 57 MINUTES 16 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT-0FWAY LINE, 35.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 58 DEGREES 57 MINUTES 16 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHTOF-WAY LINE 1154.90 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 44 SECONDS EAST, PERPENDICULAR TO SAID SOUTHEASTERLY RIGHTOF-WAY LINE, 39.49 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY AND THE BEGINNING OF A NON- TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEAR NORTH 37 DEGREES 26 MINUTES 34 SECONDS WEST; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF THE NEW RAILWAY SHOWN THEREON AND ALONG SAID CURVE, CONCAVE SOUTHEASTERLY,WITH RADIUS 7718.99 FEET AND CENTRAL ANGLE 10 DEGREES 37 MINUTES 12 SECONDS, AN ARC LENGTH OF 1430.75 FEET; THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDSWEST, ALONG SAID NORTHWESTERLY LINE, 205.84 FEET; THENCE SOUTH 48 DEGREES 03 MINUTES 46 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 12.00 FEET; THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDSWEST, ALONG SAID NORTHWESTERLY LINE, 373.32 FEET; THENCE NORTH 42 DEGREES 59 MINUTES 24 SECONDS WEST, PARALLELWITH AND 52 FEET EASTERLY FROM THE NEWFOURTH STREET CENTERLINE SHOWN THEREON 53.01 FEET; THENCE NORTH 28 DEGREES 59 MINUTES 56 SECONDS WEST, 60.86 FEET; THENCE NORTH 40 DEGREES 09 MINUTES 12 SECONDS WEST, 223.43 FEET; THENCE NORTH 05 DEGREES 56 MINUTES 36 SECONDS EAST, 37.99 FEET TO THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 42 DEGREES 46 MINUTES 55 SECONDSWEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, RADIUS 3750.72 FEET AND CENTRAL ANGLE 02 DEGREES 37 MINUTES 04 SECONDS, AN ARC LENGTH OF 171.37 FEET;
THENCE NORTH 31 DEGREES 15 MINUTES 33 SECONDS EAST, 21.79 FEET TO THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 39 DEGREES 50 MINUTES 57 SECONDSWEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY,WITH RADIUS 3757.72 FEET AND CENTRAL ANGLE 01 DEGREES 47 MINUTES 06 SECONDS, AN ARC LENGTH OF 117.07 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 35 SECONDS EAST, 141.45 FEET TO THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 38 DEGREES 03 MINUTES 52 SECONDSWEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY,WITH RADIUS 3860.32 FEET AND CENTRAL ANGLE 05 DEGREES 05 MINUTES 23 SECONDS, AN ARC LENGTH OF 342.92 FEET; THENCE NORTH 49 DEGREES 02 MINUTES 29 SECONDS EAST, 29.52 FEET TO THE TRUE POINT OF BEGINNING. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH,

RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN,WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE—SYSTEM DATA DATED NOVEMBER 1997.

PARCEL D

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF PARCEL 2 DESCRIBED IN DOCKET 1967, PAGE 587 AND OF THE PARCEL DESCRIBED IN INSTRUMENT 2001-3104611, RECORDS OF COCONINO COUNTY, LYING IN THE WEST HALF OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2 DESCRIBED IN DOCKET 1904, PAGE 288, RECORDS OF COCONINO COUNTY, MONUMENTED BY A FOUND ALUMINUM CAP MARKED "ARENCO LS 13010 LS 18297; THENCE NORTH 00 DEGREES 32 MINUTES 48 SECONDS WEST ALONG THE WESTERLY LINE OF PARCEL 2 DESCRIBED IN SAID DOCKET 1967, PAGE 587, PARALLEL WITH AND 40 FEET EASTERLY FROM THEWEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, 0.29 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 00 DEGREES 33 MINUTES 37 SECONDS WEST, CONTINUING ALONG SAID WESTERLY LINE, PARALLELWITH AND 40 FEET EASTERLY FROM THE WEST LINE OF THE LOT 2 OF SAID SECTION 13, 66.44 FEET TO THE SOUTHEASTERLY LINE OF THE NEW RAILWAY SHOWN THEREON; THENCE NORTH 41 DEGREES 56 MINUTES 14 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 639.20 FEET; THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLELWITH AND 57 FEET SOUTHWESTERLY FROM THE NEW FOURTH STREET CENTERLINE SHOWN HEREON, 59.42 FEET;
THENCE SOUTH 39 DEGREES 10 MINUTES 34 SECONDS EAST 180.40 FEET;
THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLELWITH AND 69 FEET SOUTHWESTERLY FROM SAID NEWFOURTH STREET CENTERLINE, 255.07 FEET TO THE BEGINNING OF A 25-FOOT CORNER CUTOFF; THENCE SOUTH 00 DEGREES 30 MINUTES 36 SECONDSWEST, ALONG SAID CORNER CUTOFF, 36.27 FEET TO THE END THEREOF; THENCE SOUTH 44 DEGREES 00 MINUTES 36 SECONDSWEST, PARALLELWITH AND 40 FEET NORTHWESTERLY FROM THE NEW HUNTINGTON DRIVE CENTERLINE SHOWN THEREON, 586.47 FEET TO THE EAST LINE OF PARCEL 1 DESCRIBED IN SAID DOCKET 1904, PAGE 288; THENCE NORTH 00 DEGREES 32 MINUTES 55 SECONDS WEST ALONG SAID EAST LINE, 136.52 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, MONUMENTED BY A FOUND ALUMINUM CAP MARKED "AEC LS 13010 LS 18297; THENCE NORTH 36 DEGREES 08 MINUTES 55 SECONDS WEST, ALONG THE EASTERLY LINE OF PARCEL 2 DESCRIBED IN SAID DOCKET 1904, PAGE 288, 185.56 FEET TO THE NORTHEASTERLY CORNER THEREOF, MONUMENTED BY A FOUND ALUMINUM CAP MARKED "NES LS 14671; THENCE SOUTH 89 DEGREES 51 MINUTES 25 SECONDSWEST, ALONG THE LINE BETWEEN THE SOUTHWEST QUARTER OF SECTION 13 AND LOT 2 THEREOF, AND ALONG THE NORTH LINE OF SAID PARCEL 2, 236.39 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE-SYSTEM DATA DATED NOVEMBER 1997.

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on May 14, 2014, at 4:00 p.m. and on May 28, 2014 at 4:00 p.m.; and the Flagstaff City Council will hold a Public Hearing on June 17, 2014, at 6:00 p.m. to consider items 1 and 2 listed in Part A.

A. Explanation of Matters to be Considered:
(1) A proposed amendment to the Flagstaff Area Regional Land Use and Transportation Plan to change the land use designation from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial for the area described in Part B below and depicted in map insert to the right.

(2) A proposed Zoning Map Amendment to the official Zoning Map to rezone property from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC) for the area described in Part B below and depicted in map insert to the right.

The proposed Regional Plan Amendment and Zoning Map Amendment will allow for approximately 250,000 square feet of commercial development including retail, service and office uses to be constructed on these three sites.

B. General Description of the Affected Area:
Approximately 33.6 acres located at the southwest and southeast corners of Route 66 and 4th St., and the northwest corner of Huntington Dr. and 4th St., Coconino County Assessor's Parcel Numbers 107-13-009, 107-13-010, and 107-13-011, located in portions of Section 13 and 14, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

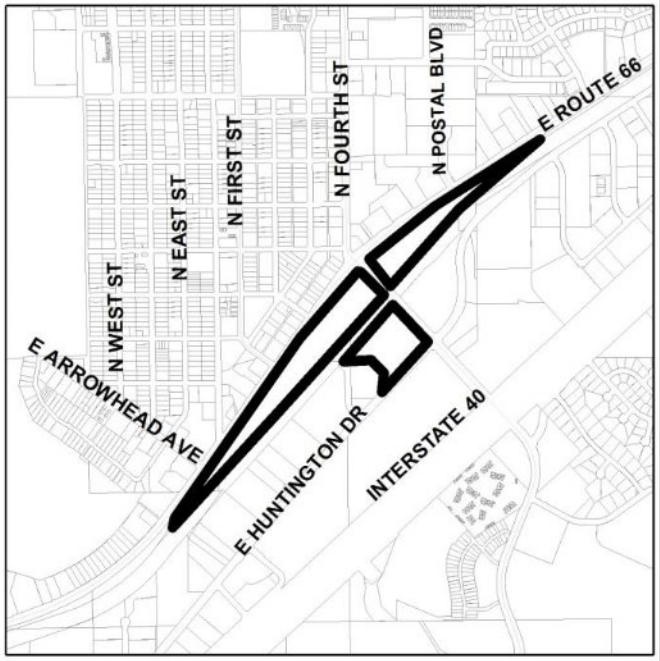
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed Regional Plan Amendment and Zoning Map Amendment or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendment to the Flagstaff Regional Land Use and Transportation Plan and Zoning Map Amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT AND ZONING MAP AMENDMENT

Regional Land Use and Transportation Plan amendment from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial; and rezoning from Light Industrial and Light Industrial-Open to Highway Commercial.



LOCATION Trax at Route 66 and Fourth Street
APN's: 107-13-009, 107-13-010, and 107-13-011
ACRES: ~33.6

FOR FURTHER INFORMATION CONTACT
Elaine Averitt
Planning Development Manager
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001

928-213-2616
Email: eaveritt@flagstaffaz.gov

Publish: April 27, 2014

“EXHIBIT A”

LEGAL DESCRIPTION

There are three parcels for The Trax project (collectively referred to herein as the “Property”):
1. Parcel 107-13-010 (Shown on the Concept Plan as Areas A & C)
2. Parcel 107-13-009 (Shown on the Concept Plan as Area B)
3. Parcel 107-13-011 (Shown on the Concept Plan as Area D)

PARCELS A, B AND D AS SET FORTH ON COF CONSOLIDATION MAP RECORDED IN 2006-3396857, OFFICIAL RECORDS OF COCONINO COUNTY ARIZONA AND MORE PARTICULARLY DESCRIBED BELOW; AND EXCEPT FROM SAID PARCELS ALL MINERALS CONTAINED THEREIN INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION IN DEED RECORDED IN DOCKET 1442, PAGE 754.

PARCEL A

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY, HUNTINGTON DRIVE AS DESCRIBED IN DOCKET 861, PAGE 914 AND DOCKET 918, PAGE 574; PARCELS A, B, AND C RECORDED IN BOOK 8, PAGE 57; AND THE PARCEL DESCRIBED IN DOCKET 1442, PAGE 754, COCONINO COUNTY RECORDS; LYING IN SECTIONS 13 AND 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A POINT ON A TANGENT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66, MONUMENTED BY A FOUND BRASS CAP; THENCE NORTH 71 DEGREES 20 MINUTES 56 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT- OF-WAY LINE, 78.35 FEET TO A POINT OF CURVATURE THEREIN; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, CONCAVE NORTHWESTERLY, WITH RADIUS 2000.00 FEET AND CENTRAL ANGLE 34 DEGREES 02 MINUTES 50 SECONDS, AN ARC LENGTH OF 1188.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 56 MINUTES 54 SECONDS AN ARC LENGTH OF 68.01 FEET; THENCE NORTH 35 DEGREES 21 MINUTES 12 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT - OF-WAY LINE, 2555.80 FEET; THENCE NORTH 41 DEGREES 08 MINUTES 46 SECONDS EAST 103.31 FEET; THENCE NORTH 36 DEGREES 26 MINUTES 28 SECONDS EAST, 258.30 FEET; THENCE NORTH 44 DEGREES 14 MINUTES 44 SECONDS EAST, 153.19 FEET TO THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 50 DEGREES 35 MINUTES 21 SECONDSWEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 3745.72 FEET AND CENTRAL ANGLE 04 DEGREES 42 MINUTES 36 SECONDS, AN ARC LENGTH OF 307.92 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 19 SECONDS EAST 37.30 FEET;
THENCE SOUTH 40 DEGREES 09 MINUTES 12 SECONDS EAST, PARALLELWITH AND 74 FEET SOUTHWESTERLY FROM THE NEW FOURTH STREET CENTERLINE SHOWN THEREON , 136.09 FEET;
THENCE SOUTH 45 DEGREES 52 MINUTES 40 SECONDS EAST 77.10 FEET;
THENCE SOUTH 47 DEGREES 28 MINUTES 57 SECONDS EAST 81.84 FEET;
THENCE NORTH 45 DEGREES 36 MINUTES 00 SECONDS EAST 3.00 FEET;
THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLELWITH AND 59 FEET SOUTHWESTERLY FROM SAID NEWFOURTH STREET CENTERLINE, 47.26 FEET TO THE NORTHWESTERLY LINE OF THE NEW RAILWAY SHOWN THEREON;

THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 3431.57 FEET TO THE NORTHWESTERLY LINE OF THE EXISTING RAILWAY SHOWN THEREON;
THENCE NORTH 52 DEGREES 41 MINUTES 54 SECONDS WEST, RADIAL TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66, 41.69 FEET TO THE TRUE POINT BEGINNING. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN,WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE-SYSTEM DATA DATED NOVEMBER 1997.

PARCEL B

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY; INDUSTRIAL DRIVE DESCRIBED IN DOCKET 918, PAGE 574; AND PARCEL 1 DESCRIBED IN DOCKET 1967, PAGE 587, RECORDS OF COCONINO COUNTY, LYING IN THE LOT 2 OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING FOR REFERENCE AT A POINT OF TANGENCY IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66 NORTHEAST OF FOURTH STREET; THENCE NORTH 56 DEGREES 57 MINUTES 16 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT-0FWAY LINE, 35.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 58 DEGREES 57 MINUTES 16 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHTOF-WAY LINE 1154.90 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 44 SECONDS EAST, PERPENDICULAR TO SAID SOUTHEASTERLY RIGHTOF-WAY LINE, 39.49 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY AND THE BEGINNING OF A NON- TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEAR NORTH 37 DEGREES 26 MINUTES 34 SECONDS WEST; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF THE NEW RAILWAY SHOWN THEREON AND ALONG SAID CURVE, CONCAVE SOUTHEASTERLY,WITH RADIUS 7718.99 FEET AND CENTRAL ANGLE 10 DEGREES 37 MINUTES 12 SECONDS, AN ARC LENGTH OF 1430.75 FEET; THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDSWEST, ALONG SAID NORTHWESTERLY LINE, 205.84 FEET; THENCE SOUTH 48 DEGREES 03 MINUTES 46 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 12.00 FEET; THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDSWEST, ALONG SAID NORTHWESTERLY LINE, 373.32 FEET; THENCE NORTH 42 DEGREES 59 MINUTES 24 SECONDS WEST, PARALLELWITH AND 52 FEET EASTERLY FROM THE NEWFOURTH STREET CENTERLINE SHOWN THEREON 53.01 FEET; THENCE NORTH 28 DEGREES 59 MINUTES 56 SECONDS WEST, 60.86 FEET; THENCE NORTH 40 DEGREES 09 MINUTES 12 SECONDS WEST, 223.43 FEET; THENCE NORTH 05 DEGREES 56 MINUTES 36 SECONDS EAST, 37.99 FEET TO THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 42 DEGREES 46 MINUTES 55 SECONDSWEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, RADIUS 3750.72 FEET AND CENTRAL ANGLE 02 DEGREES 37 MINUTES 04 SECONDS, AN ARC LENGTH OF 171.37 FEET;
THENCE NORTH 31 DEGREES 15 MINUTES 33 SECONDS EAST, 21.79 FEET TO THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 39 DEGREES 50 MINUTES 57 SECONDSWEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY,WITH RADIUS 3757.72 FEET AND CENTRAL ANGLE 01 DEGREES 47 MINUTES 06 SECONDS, AN ARC LENGTH OF 117.07 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 35 SECONDS EAST, 141.45 FEET TO THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 38 DEGREES 03 MINUTES 52 SECONDSWEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY,WITH RADIUS 3860.32 FEET AND CENTRAL ANGLE 05 DEGREES 05 MINUTES 23 SECONDS, AN ARC LENGTH OF 342.92 FEET; THENCE NORTH 49 DEGREES 02 MINUTES 29 SECONDS EAST, 29.52 FEET TO THE TRUE POINT OF BEGINNING. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH,

RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN,WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE—SYSTEM DATA DATED NOVEMBER 1997.

PARCEL D

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF PARCEL 2 DESCRIBED IN DOCKET 1967, PAGE 587 AND OF THE PARCEL DESCRIBED IN INSTRUMENT 2001-3104611, RECORDS OF COCONINO COUNTY, LYING IN THE WEST HALF OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2 DESCRIBED IN DOCKET 1904, PAGE 288, RECORDS OF COCONINO COUNTY, MONUMENTED BY A FOUND ALUMINUM CAP MARKED "ARENCO LS 13010 LS 18297; THENCE NORTH 00 DEGREES 32 MINUTES 48 SECONDS WEST ALONG THE WESTERLY LINE OF PARCEL 2 DESCRIBED IN SAID DOCKET 1967, PAGE 587, PARALLEL WITH AND 40 FEET EASTERLY FROM THEWEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, 0.29 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 00 DEGREES 33 MINUTES 37 SECONDS WEST, CONTINUING ALONG SAID WESTERLY LINE, PARALLELWITH AND 40 FEET EASTERLY FROM THE WEST LINE OF THE LOT 2 OF SAID SECTION 13, 66.44 FEET TO THE SOUTHEASTERLY LINE OF THE NEW RAILWAY SHOWN THEREON; THENCE NORTH 41 DEGREES 56 MINUTES 14 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 639.20 FEET; THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLELWITH AND 57 FEET SOUTHWESTERLY FROM THE NEW FOURTH STREET CENTERLINE SHOWN HEREON, 59.42 FEET;
THENCE SOUTH 39 DEGREES 10 MINUTES 34 SECONDS EAST 180.40 FEET;
THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLELWITH AND 69 FEET SOUTHWESTERLY FROM SAID NEWFOURTH STREET CENTERLINE, 255.07 FEET TO THE BEGINNING OF A 25-FOOT CORNER CUTOFF; THENCE SOUTH 00 DEGREES 30 MINUTES 36 SECONDSWEST, ALONG SAID CORNER CUTOFF, 36.27 FEET TO THE END THEREOF; THENCE SOUTH 44 DEGREES 00 MINUTES 36 SECONDSWEST, PARALLELWITH AND 40 FEET NORTHWESTERLY FROM THE NEW HUNTINGTON DRIVE CENTERLINE SHOWN THEREON, 586.47 FEET TO THE EAST LINE OF PARCEL 1 DESCRIBED IN SAID DOCKET 1904, PAGE 288; THENCE NORTH 00 DEGREES 32 MINUTES 55 SECONDS WEST ALONG SAID EAST LINE, 136.52 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, MONUMENTED BY A FOUND ALUMINUM CAP MARKED "AEC LS 13010 LS 18297; THENCE NORTH 36 DEGREES 08 MINUTES 55 SECONDS WEST, ALONG THE EASTERLY LINE OF PARCEL 2 DESCRIBED IN SAID DOCKET 1904, PAGE 288, 185.56 FEET TO THE NORTHEASTERLY CORNER THEREOF, MONUMENTED BY A FOUND ALUMINUM CAP MARKED "NES LS 14671; THENCE SOUTH 89 DEGREES 51 MINUTES 25 SECONDSWEST, ALONG THE LINE BETWEEN THE SOUTHWEST QUARTER OF SECTION 13 AND LOT 2 THEREOF, AND ALONG THE NORTH LINE OF SAID PARCEL 2, 236.39 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE-SYSTEM DATA DATED NOVEMBER 1997.

MINUTES - Draft

City of Flagstaff

PLANNING & ZONING COMMISSION

4:00 PM– Wednesday, May 14, 2014

City of Flagstaff, Staff Conference Room

CALL TO ORDER

Chairman Dorsett called the meeting to order at 4:03 p.m.

COMMISSION MEMBERS:

PRESENT: Stephen Dorsett, Chairman; Steve Jackson (arrived just after roll call); Paul Moore; Tina Pfeiffer; David Carpenter; Paul Turner; Justin Ramsey, Vice Chairman

Absent:

CITY STAFF:

Mark Sawyers, Staff Liaison

Elaine Averitt, Planning Development Manager

Becky Cardiff, Recording Secretary

I. GENERAL BUSINESS

A. PUBLIC COMMENT

None

B. APPROVAL OF MINUTES

1) Regular meeting of April 23, 2014.

Motion: Move to approve the minutes of the Regular Meeting of April 23, 2014 with an addition of "and the classical Greek architecture not fitting into Flagstaff architecture" under the Miscellaneous/To/From All recommended by Chairman Dorsett Action: Approved with recommended addition Moved by: Commissioner Carpenter Seconded by: Commissioner Moore. Motion carried unanimously

II. PUBLIC HEARING

A. THE TRAX

Address:	Fourth Street & Route 66/Huntington Drive
Assessor's Parcel Number:	107-13-009, 010, 011
Property Owner:	City of Flagstaff
Applicant:	Evergreen Devco, Inc.
Application Number:	PGMP 2014-0001
City Staff:	ELAINE AVERITT
Action Sought:	Regional Land Use Plan Amendment

A minor Regional Land Use and Transportation Plan amendment request from Evergreen Development to change the land use designation from Office/Business Park/Light Industrial and Light/Medium Industrial to Community/Regional Commercial for approximately 33.6 acres located at the southwest and southeast corners of Route 66 and Fourth Street and at the northwest corner of Huntington Drive and Fourth Street.

B. THE TRAX

Address:	Fourth Street & Route 66/Huntington Drive
Assessor's Parcel Number:	107-13-009, 010, 011
Property Owner:	City of Flagstaff
Applicant:	Evergreen Devco, Inc.
Application Number:	PREZ 2014-0002
City Staff:	ELAINE AVERITT
Action Sought:	Zoning Map Amendment

A proposed Zoning Map Amendment to the official Zoning Map for approximately 33.6 acres to rezone property from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC), located at the southwest and southeast corners of Route 66 and 4th Street, and the northwest corner of Huntington Drive and 4th Street.

Ms. Averitt gave two separate PowerPoint presentations on the proposed Regional Land Use Plan Amendment and Zoning Map Amendment and answered questions from Commissioners.

Mr. Sawyers was present and answered questions from Commissioners.

Laura Ortiz, Evergreen Development, gave a brief background of Evergreen Development and an overview of the proposed project and answered questions from Commissioners

Motion: Move to open the public hearing Moved by: Commissioner Turner Seconded by: Commissioner Ramsey. Motion carried unanimously.

Public Comment: None

Motion: Move to close the public hearing Moved by: Commissioner Moore Seconded by: Commissioner Turner. Motion carried unanimously.

Discussion was held on the proposed project. Neil Gullickson, Planning Development Manager, answered Commissioners questions on the density of a previous plan that had been submitted at an earlier date. The vote on the proposed project will occur at the next public hearing.

III. OTHER BUSINESS

A. DISCUSSION OF CONDITIONAL USE PERMIT 12-002 FOR COLLEGE AMERICA.

Mr. Gullickson handed out additional information to Commissioners. Mr. Gullickson indicated that the light reflective value plays a bigger role than staff anticipated and that the color that was approved matched the color that was used on the project. Mr. Dorsett indicated his concern was more with the architecture not fitting into Flagstaff architecture rather than the color, other Commissioners expressed the same concern. Further discussion was held on the conditions of the Conditional Use Permit that was approved. Mr. Sawyers gave the Commission the option to contact the owner or to have a hearing. Chairman Dorsett indicated that if Staff believes that the conditions were met according to Staff understanding that he will accept that and will make sure that in the future specifics of conditions will be very clear and will make sure that Staff understands exactly what the Commission wants.

Patrick Hurley, representative for College America, indicated the owner wanted columns in the front of his building. Mr. Hurley stated there were several items on the building that were done by the builder without owner knowledge and some changes to those (i.e. retaining wall) will be made soon. Mr. Hurley indicated the owner was never told that the Commission didn't want the columns in the front of the building but suggested that there is a possibility to change the color of the columns to something that was less reflective.

IV. 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 future months June and discussed potential traffic issues for projects in general.

ADJOURNMENT

The meeting was adjourned at 6:05 p.m.

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING	**DATE:**	**May 6, 2014**
PREZ 2014-0002	**MEETING DATE:**	**May 14, 2014 & May 28, 2014**
	REPORT BY:	**Elaine Averitt**
	CONTACT:	**928-213-2616**

REQUEST:

Zoning Map Amendment to the official Zoning Map for approximately 33.6 acres to rezone property from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC), located at the southwest and southeast corners of Route 66 and 4th Street, and the northwest corner of Huntington Drive and 4th Street on parcel numbers 107-13-009, 107-13-010, and 107-13-011.

STAFF RECOMMENDATION:

On May 14, 2014, open the Public Hearing, receive input and close the Public Hearing. On May 28, 2014, staff recommends approval of PREZ 2014-0002 with the conditions as noted in the Recommendation section of this report.

PRESENT LAND USE:

Undeveloped land in the Light Industrial (LI) and Light Industrial-Open (LI-O) zones.

PROPOSED LAND USE:

A commercial development, consisting of approximately 250,000 square feet of retail, service and office uses to be constructed on these three sites.

NEIGHBORHOOD DEVELOPMENT:

North:	Route 66, then Commercial Uses, HC Zone;
East:	Aquaplex, Light Industrial-Open Zone; Undeveloped Land, Light Industrial Zone;
South:	BNSF Railway, Industrial Uses and Undeveloped Land, Light Industrial Zone; Aquaplex is south of Area B, Light Industrial-Open Zone; Gore is south of Area D, Light Industrial zone;
West:	Undeveloped Land and Industrial Uses, Light Industrial Zone.

REQUIRED FINDINGS:

STAFF REVIEW. An application for an amendment to the Zoning Map 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 Division 10-40.20 (Establishment of Zones).

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 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 City Code Title 11, Chapter 11-10 (General Plans) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

As indicated in the previous report, this Zoning Map amendment (rezoning) request is the second of two related items on the Commission's agenda; the first item is identified as a *Regional Plan* amendment request. The rezoning request is to amend 33.6 acres of property from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial zone in the vicinity of Route 66 and 4th Street.

The site is currently vacant, undeveloped and un-subdivided land. At the date of this report, the property is owned by the City of Flagstaff. The applicant, Evergreen Devco, Inc., intends to close escrow on the property by September 2014 and following site plan and engineering construction plan approvals, to provide the development with new public and private infrastructure that includes roadway work, FUTS trail construction, water, sewer, and storm water infrastructure. The Regional Plan amendment report includes an attachment, "General Plan Amendment Submittal Requirement" narrative by the applicant, which provides additional information on the reason for the request and anticipated community benefits.

Land uses north of the property, across Route 66, consist of commercial buildings with uses that include motels, restaurants, auto repair, retail, plant nursery and offices. New commercial construction on the north side of Route 66 includes the completed Walgreens at the northeast corner of Route 66 and 4th Street, a new bank east of the Walgreens (in construction), and a Tractor Supply Co. (in construction) at the northeast corner of Route 66 and Arrowhead Drive. The east property line is the narrow end of the eastern parcel, east of Postal Boulevard and is only about 40 feet wide. This area is adjacent to vacant city-owned land. The western parcel (Areas A and C) is bordered on the south by BNSF railway, industrial uses, and undeveloped land. Area D at 4th Street and Huntington is bordered on the south by Huntington Drive and then W.L. Gore & Associates (light industry). The eastern parcel (Area B) is bordered on the south by the BNSF railway, then the Aquaplex and Industrial Drive further east. The west property line is the narrow end of the western parcel (about 65 feet wide) west of Arrowhead Drive and is adjacent to vacant city-owned land. The terrain on the Areas A, B, and C of the subject site is generally flat at an elevation ranging between approximately 6,840 to 6,860 feet. Other than some planted trees along Route 66, this area is mostly devoid of vegetation. Area D is flattest at the corner of 4th Street and Huntington, and then slopes down towards the west; it is has a fairly even distribution of Ponderosa pine tree resources.

If the zoning map amendment request is approved, the next steps in the process will be applications for Site Plan, followed by civil engineering and building plan permits. The shopping center will need to be platted;

however, a first phase with limited buildings may proceed prior to platting. A resolution for the development agreement must be approved prior to the second reading of the zoning ordinance (see attached draft development agreement). The development agreement will address responsibilities for constructing a FUTS trail, providing outdoor public space, preserving the trestle bridge, ensuring that construction of public improvements coincide with the phased development of the project, and designing drive-through facilities to ensure the safe movement of pedestrians and vehicles. Additionally, the Developer will be required to contribute an agreed upon monetary sum into the City's escrow account towards future I-40 Bridge improvements and to cover a pedestrian crossing study and any recommended improvements to Route 66 related to the development of the property. The development agreement also covers Route 66 lighting (ADOT requirements) and dedication of public easements and rights-of-way. The applicant received Inter-Division Staff (IDS) approval for the Conceptual Site Plan on April 3, 2014. The conditions of IDS review were addressed when the applicant submitted a revised Conceptual Site Plan for the Planning & Zoning Commission (P&Z). The conditions of P&Z submittal were satisfied so that staff could schedule the public hearings. Those conditions relating to requirements for future Site Plan submittals were agreed by the Developer in the "response to conditions." Any outstanding, unresolved provisions addressed in the Conditions of Approval will be included in the development agreement.

Proposed Development Conceptual Site Plan

The applicant, Evergreen Devco, Inc., is requesting a zoning map amendment for a multi-phase commercial development named "The Trax." The 33.6-acre site is located at the intersection of Route 66 and Fourth Street, and is adjacent to approximately one mile of the Burlington Northern Santa Fe railway, as seen on the attached Conceptual Site Plan. In 2006, the railway was re-located to the south, enabling construction of the Fourth Street Overpass and creating additional developable land on both sides of the new Fourth Street bridge. Access to the development will be created along Route 66 at Arrowhead Drive, First Street, Second Street, Postal Boulevard and two additional minor driveways. Access will be created from Fourth Street to the east and west sides of the shopping center. For Area D, access will be created from Fourth Street and from Huntington Drive. A Flagstaff Urban Trail System trail will be constructed along the rear portion of the shopping center adjacent to the railway, compatible with the Flagstaff Urban Trail System plan. The proposed timing of development will be dictated by market demand; however, the developer anticipates having the first users break ground by 2015, with other to follow between 2015-2022. Areas A and B are expected to be developed first and Areas C and D are anticipated to be completed later.

The applicant had two Conceptual Site Plans prepared which are attached with this application:
1) architectural plan with building and parking data (prepared by Butler Design Group, Inc.); and
2) preliminary engineering plan (prepared by Shephard Wesnitzer).

The proposed project consists of 195,000 square feet (sq ft) of commercial buildings and 931 parking spaces in Areas A, B, and C north of the railway, and a 57,000 sq ft office building and 190 parking spaces in Area D south of the railway. The development includes a variety of building types which are best described within the conceptual phasing areas (A, B, C, and D) as shown on the Conceptual Site Plan prepared by Butler Design Group. Starting at the west end of the project, Area C (beginning at Arrowhead) includes two 4,000 sq ft office buildings, a 5,000 sq ft casual dining building, and a 45,000 sq ft 3-story hotel. Area A (beginning roughly at N. First St.) depicts a gas station/convenience store, an 8,000 sq ft restaurant, a 30,000 sq ft "Major," two drive-through restaurants, a 6,570 sq ft multi-tenant retail building, a 12,900 sq ft retail building at the corner of Route 66 and 4th Street, and a car wash. Area B (beginning on the east side of 4th Street) includes a 7,940 sq ft restaurant, a 30,000 sq ft "Major," two multi-tenant shops (8,200 and 8,400 sq

ft), a drive-through restaurant, and 5,000 sq ft retail shop located at Postal Blvd. Area D (northwest corner of 4th St. and Huntington Dr.) proposes a 57,000 sq ft office building with surface parking.

Pedestrian amenities will be included in the development and are identified generally in the Conceptual Site Plan. The design of these amenities will need to be identified specifically in the more detailed Site Plan application for each building, or group of buildings, following the zoning case. In general, pedestrian amenities are provided adjacent to buildings, in pedestrian path locations between buildings and parking lots, and in unique areas such as the trestle bridge location over Spruce Wash. They may include open and covered seating, small plazas, and landscaped pedestrian walkways around the site. Architectural design is discussed under Design Review.

The developer will be required to complete the pedestrian sidewalk system along Route 66, 4th Street (at new driveway locations) and Huntington Drive, provide on-site landscaping, street buffer landscaping, outdoor lighting, and a new high-speed FUTS trail along the rear of the project.

General Plan/*Regional Land Use and Transportation Plan*

The *Flagstaff Regional Land Use and Transportation Plan* identifies the subject property as in the Office/Business Park/Light Industrial and Light/Medium Industrial categories. All substantive Regional Plan issues were addressed in the previous Regional Land Use and Transportation Plan amendment report. The proposed minor Land Use Amendment would change the designation to Community/Regional Commercial; thus if the Regional Plan amendment is approved, the rezoning request would comply with the Regional Plan.

Zoning/*Flagstaff Zoning Code*

If the rezoning request is approved and the 33.6-acre site is rezoned to Highway Commercial (HC) Zone, the proposed commercial development will be considered a permitted use in the HC zone. Per the Flagstaff Zoning Code, Retail Trade, Drive-through Service, Restaurant, General Services, Office uses, Automobile Service Stations and Convenience Stores, Car Washes, Lodging (e.g., hotels, motels) are all classified as allowed uses in the HC zone (Section 10-40.30.040, p.40.30-15 through 40.30-18). Under the current LI and LI-O zoning, most of these uses (e.g., General Retail, Restaurants, Offices) would only be allowed with a Conditional Use Permit or not allowed at all (e.g., no lodging, or drive-through uses permitted in the LI zone) and auto service stations are not allowed in the LI or LI-O zones.

Table 1 compares development standards for existing LI and LI-O zones, compared to the proposed development with the requested HC zone. Resource protection only applies to Area D, 6.5 acres, at Huntington and 4th Street. The requested HC zone has a higher level of forest resource protection (30%) than the current light industrial zone requires (20%). Approximately 37% of the tree resources will be preserved. There is no difference in slope protection requirements between the existing and proposed zones.

There will be no change in the maximum permitted height with the request since 60 feet is the maximum height permitted in the LI, LI-O and HC zones. The maximum building height proposed for this project is a 3-story hotel. The specific heights are not proposed with the Conceptual Site Plan but will be reviewed for zoning code compliance with the more specific Site Plan submittals in the future. Most of the other buildings are proposed as single story. Civic or public space is required for all non-residential developments larger than 20,000 sq ft in gross floor area. As agreed upon in the development agreement, the new FUTS

trail area being constructed by the developer may be applied towards this requirement. The quantity of Civic/Public space will be reviewed for compliance with future Site Plan submittals.

Regarding intensity of development, the table below shows a proposed Floor Area Ratio (FAR) of only 0.14 to 0.21. This intensity is significantly less than either the existing zone would permit (1.5 FAR) or the proposed zone would permit (3.0 FAR).

TABLE 1

Subject Site	Existing Zones (LI & LI-O)	Proposed Zone (HC)
Acres (total project area)	33.6	33.6
Total Resource Protection Land (acres) ***Area "D" only***	6.5	6.5
Forest Resource Protection as % of Site Area	20%	30%
Slope Protection 0-16.99% 17-24.99% 25-34.99%	 No protection 60% of slope area No development allowed	 No protection 60% of slope area No development allowed
Maximum Height	60'	60'
Building Placement Requirements		
Setbacks : Front	25'	0*
Setbacks: Side	0	0*
Setbacks: Side Exterior	15'	10'
Setbacks: Rear	0	0*
Min. Public/Civic Space	*5% of site*	*5% of site*
Max. Floor Area Ratio	1.5	3.00
* Setbacks are based on buffer requirements.		

Parking

The Flagstaff Zoning Code (Table 10-50.80.040.A) addresses the minimum number of parking spaces for "Shopping Centers". The requirement for shopping centers with greater than or equal to 100,000 gross square feet (gsf) is: *One (1) space per 300 gsf for gsf over 100,000 gsf.* Restaurants will calculate parking separately as: *one (1) space per employee plus one (1) space per 100 gsf.* Once the shopping center development exceeds 100,000 gsf, it can use: *One (1) space per 325 gsf.*

The applicant provided parking calculations for the proposed development. This includes a requirement of a total of 1,106 parking spaces for Areas A, B, C and D, and a provided 1,121 parking spaces. Staff's review of the parking calculations found that the proposed plan is in general compliance for each area. A final parking analysis will be done with review of the more detailed Site Plan submittals and will ensure that general parking requirements and accessible parking space standards are met.

Design Review

Site Planning Design Standards (Section 10-30.60.030)
The applicant's engineer conducted a site analysis (see attachment) that considers topography, solar orientation, climate, views, built environment, and pedestrian/vehicular traffic and the findings were taken into account during project design development. Areas A, B, and C have views of Mount Elden and a portion of the San Francisco Peaks to the north (see photos in Site Analysis appendix). Design standards encourage orienting outdoor civic spaces to mountain views and/or views of pedestrian activity.

Circulation Systems (Auto, Pedestrian, Bicycle and Transit, Sec. 10-30.60.040)
The project design provides a diverse range of transportation choices for getting to and from the property. Bus transit is readily available along both Route 66 and 4th Street, bicyclers have access via the proposed high-speed FUTS, vehicles have easy access to and from all public streets, and pedestrians are served via public sidewalks with signalized cross walks at Arrowhead, 1st Street, 4th Street, Postal, and Huntington. Bicycle racks are required through the zoning code parking standards and will need to be shown on the Site Plan submittals.

The proposed project will maintain the existing sidewalk system along Route 66, while the rest will be modified to accommodate new access points. Additional sidewalks and paths will be included throughout Areas A, B, and C and will provide connectivity with public sidewalks along Route 66 and 4th Street. New sidewalks proposed within Area D will connect to sidewalks along 4th Street and Huntington Drive.

There are several existing transit stops for the Mountain Line bus system in the vicinity of the project. Bus stops are located at Arrowhead Avenue and Route 66, at the southeast corner of Route 66 and 4th Street, at Steve's Boulevard (just east of Postal Ave.) and on both side of 4th Street north of Huntington Drive. These stops provide immediate pedestrian access to the proposed development.

Parking Lots, Driveways and Service Areas (Section 10-30.60.050)
Site Planning Design Standards seek to reduce the visual impact of parking lots. A few of the requirements are listed below:

- To the maximum extent feasible, parking lots shall be completely or mostly located to the side or behind a building rather than in front;
- Parking areas must be screened from public view with low walls and/or evergreen hedges;
- Parking areas over one acre must be divided into smaller lots with planted buffers between them to minimize the perceived scale of the parking lot.

The proposed plan to a large extent complies with these standards; however, with future Site Plan submittals staff will be working with the applicant to achieve better compliance in Area B (parking in front of Major B), more effectively breaking up the larger parking lots, and modifying some of the drive-through facility designs to provide adequate screening and ensure pedestrian safety.

Design standards require new developments to minimize the number of curb cuts (and driveways) onto a public street. Six access points along Route 66 are proposed, with two of them requiring modification of existing traffic signals and one requiring a new traffic signal (First St.). Non-signaled driveways are spaced relatively far apart, considering the approximately one (1) mile of frontage along Route 66. There will be one driveway on each side of 4th Street providing access to the west and east sides of the shopping center, a driveway from 4th Street to access Area D, and a driveway from Huntington Dr. to access Area D.

During Site Plan review, staff will review to ensure that dumpsters and other services uses are effectively screened and meet Public Works standards for access.
"Scale" refers to proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed new development, with predominantly one-story buildings and relatively low building coverage will be compatible in scale with the existing commercial uses along the north side of Route 66. The largest proposed buildings, Major A and Major B, both 30,000 sq ft are significantly smaller than the 51,000 sq ft Aquaplex recreation center located at 4th Street and Huntington Drive. The 2-story, 57,000-sq ft office building proposed in Area D is slightly larger than the Aquaplex.

Architectural Design Standards (Section 10-50.20.030)
As depicted in the attached 11x17" color elevations and described by the applicant, building designs have been created to maintain the natural setting by incorporating a range of styles that are well-suited for a mountain town and incorporate many of the raw materials that are representative of the surrounding area. These materials include founders finish and split face masonry (tan and red), board & batten, board formed concrete, timber supports, rusted and galvanized metal roofing/awnings and paint colors such as "Weathered Leather" and "Aged Eucalyptus."

Staff believes that the proposed building materials meet the intent of the zoning code. During Site Plan review staff will confirm that any secondary materials, such as stucco, make up less than 25 percent of the exterior walls of each elevation.

Landscaping

A preliminary landscape plan was submitted and reviewed with the concept plan in October 2013. The plan meets the general intent of landscaping requirements for parking lots, building foundations, street buffers and open space. A final landscape plan will be reviewed with the Site Plan submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

The site (Areas A, B, and C) is bounded on the north by Route 66, on the south by BNSF railway, on the east and west by narrow undeveloped city property. Area D is bounded on the north by BNSF railway, on the south by Huntington Drive, on the east by 4th Street, and on the west by light industrial business.

The site is accessed locally via 4th Street, Route 66, and Huntington Drive. Regional access is expected to be provided by Route 66 and Interstate 40 and by other arterial streets in the vicinity such as 4th Street, Industrial Drive/Huntington Drive, Soliere Avenue, Sparrow Avenue and Butler Avenue.

Access points are discussed generally under Circulation Systems on page 6 of this planning report. The TIA provides detailed turning movements for each driveway associated with the proposed development.

A Traffic Impact Analysis (TIA) dated December 2013, was prepared for the applicant by Kimley-Horn and Associates, Inc. Principle findings and recommendations in the TIA include:

- Access drives to the site operate at acceptable levels of service for all scenarios.

- Some intersections in the immediate vicinity of the project, such as 4th Street and Route 66 as well as Route 66 will operate below desirable levels of service due to background volumes.
- Turn (deceleration) lanes are recommended at access points along Route 66, 4th Street and Huntington Drive, and are incorporated into the Conceptual Site Plan.
- Recommended mitigation strategies are provided for 4th Street and Soliere Avenue, and 4th Street and Sparrow Avenue.
- Potential demand for pedestrian crossing of Route 66 was considered. Currently there are three locations where pedestrians can utilize signalized intersections to cross from the north side of Route 66 to the south; at Arrowhead Ave., 4th Street, and Postal Blvd. ….the addition of new traffic signal at the intersection of 1st Street and Route 66 will reduce the distance between signalized intersections west of 4th Street to approximately 1,200 feet….with the addition of the signalized crossing at 1st Street the maximum distance a pedestrian could possibly travel before reaching a signalized crossing would be approximately 600'. [Note: the development agreement includes provisions for a pedestrian study and mitigation strategies]
- Due to the increase in activity along the Route 66 frontage of the project and the addition of new access point, lighting levels should be reviewed along Route 66 to ensure adequate visibility for motorist and pedestrians. [Note: a lighting analysis by the applicant is in process and will be discussed with ADOT]

The City of Flagstaff traffic engineer accepted the TIA with conditions which are outlined in the attached memo and included in the development agreement between the City and Evergreen Devco. ADOT has not yet responded to Evergreen's most recent TIA submittal.

Water and Wastewater

A public water and sewer impact analysis was prepared by the City for the proposed development as part of a rezoning application in August 2008. After reviewing the current TRAX Concept Plans dated July 27, 2011, the City of Flagstaff Utilities Department concluded that the proposed site plans reveal no significant water and sewer changes. As long as water and sewer demands do not increase from the original analysis, no additional analysis work will be required. However, the city will require that the onsite water and sewer system be addressed in the Engineer's Design Report. According to the water and sewer impact analysis, the existing off-site and proposed on-site sewer and water system infrastructure were deemed adequate to accommodate the development, and no off-site improvements were required.

Each parcel has an 8-inch PVC water main stubbed out for development of this land. Within the Route 66 right-of-way and Huntington Drive are 18-inch and 16-inch diameter ductile iron transmission lines. All new on-site infrastructure will have to be designed and built to connect to the public water system and will be required to provide a looped water system.

The nearest sewer main that allows for gravity flow from this site is located within Parcel A. This existing 14-inch trunk line turns into a 21-inch diameter PVC line that follows the alignment of Spruce Avenue Wash. This 21-inch interceptor line has sufficient capacity to convey all anticipated sewage flows generated by this development.

Stormwater

The Stormwater Manager reviewed and accepted the Drainage Impact Analysis that was provided with the Conceptual Site Plan for the proposed rezoning. The report demonstrated that there are no concerns of downstream flooding impacts to property and no rise in 'Lake Continental.'

According to the Site Analysis report, Areas A, B, and C will be graded to drain towards the south, where a series of inlets will collect and divert runoff to various detention basins and LID features located throughout the site. Area D will be graded to drain to the west and northwest, where grate inlets will collect and divert runoff to a proposed extended detention basin on the northwest corner of the site.

OTHER REQUIREMENTS:

Resources

As previously mentioned, Areas A, B, and C are relatively flat and do not contain any slope, floodplain, or tree resources. Table 1 and page 4 of this report discuss resource preservation requirements for Area D.

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with any request for zoning map amendment. This application for a "new commercial development that exceeds 20 acres or 100,000 square feet of gross floor area" meets the requirements for Additional Requirements for Citizen Outreach (Section 10-20.30.070, p. 20.30-8). In accordance with state statute and the "Additional Requirements" in the zoning code, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the subject property. Step Two of the additional requirements includes the scheduling of no less than two public hearings with the Planning Commission to provide additional opportunities for interested members of the public to be informed of and provide comments on the new development proposals. As of this writing, Planning staff has received one e-mail dated 4/29/14 from a Flagstaff resident (see attached email). The e-mail expresses several concerns including: the effect (commercial competition) the zoning amendment might have on the 4th Street corridor north of Route 66; increased traffic flow and pedestrian safety; and reducing the amount of light industrial land in areas that have easy access to housing. Two business owners within the notification area stopped by the Community Development counter (4/28/14 and 5/6/14) with a few general questions about the proposal, including timing.

Section 10-20.30.060 of the Flagstaff Zoning Code requires the applicant for a Zoning Map or General Plan amendment to conduct a neighborhood meeting prior to the Planning Commission public hearing. A Record of Proceedings is included with this application for Zoning Map amendment (see attachment). The applicant held a neighborhood meeting on February 20, 2014, at the Aquaplex located at the northeast corner of 4th Street and Huntington Drive. According to the report, 37 people signed in for the meeting. Evergreen Devco representatives answered a variety of questions as recorded in the record of proceedings. The neighborhood meeting notification, meeting, and record of proceedings were conducted in compliance with the zoning code requirements.

RECOMMENDATION:

Staff believes that the Zoning Map Amendment request has been justified in light of being consistent with objectives and policies of the Regional Land Use Plan and would recommend in favor of amending the zoning designation on 33.6 acres of property from Light Industrial (LI) and Light Industrial-Open (LI-O) to Highway Commercial (HC).

Because this zoning application requires two Planning & Zoning Commission meetings, on May 14, 2014, staff recommends that the Commission open the Public Hearing, receive input and close the Public Hearing. On May 28, 2014, staff recommends approval of PREZ 2014-0002 with the conditions as noted below.

Staff would recommend that such amendment be subject to the following conditions:

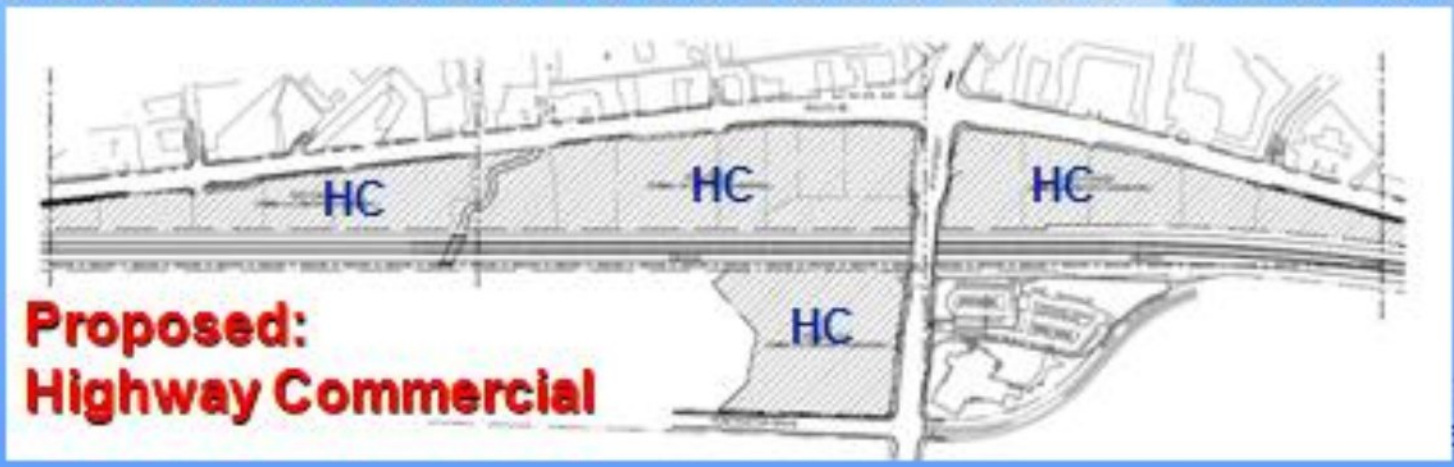
1. That the subject property is developed in substantial accordance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on April 3, 2014, with the zoning map amendment request.
2. That all terms, conditions and restrictions detailed within "Development Agreement and Waiver between City of Flagstaff and Evergreen-TRAX, L.L.C." are fully satisfied.

ATTACHMENTS:

- Zoning Map Amendment Application
- Vicinity Map for Zoning Map Amendment (with existing zoning, 8.5x11")
- Applicant's response to city staff comments, dated March 27,2014
- Record of Proceedings for Neighborhood Meeting
- Citizen Email, dated April 29, 2014
- IDS Conditions of Approval, dated April 3, 2014
- TIA acceptance w/conditions memo, Jeff Bauman, dated Feb. 20, 2014
- WSIA compliance memo, Ryan Roberts, dated July 15, 2013
- Draft Development Agreement, dated May 2014
- Color Elevations (11" x 17"), proposed conceptual
- Site Analysis
- Existing Zoning Exhibit
- Conceptual Site Plan, dated 4/9/2014 (architectural, 24" x 36", 5 sheets, Butler Design Group)
- Conceptual Site Plan, dated March 2014 (engineering, 24" x 36", 6 sheets, SWI)

The TRAX - Rezoning Request – PREZ2014-000

Existing: Light Industrial & Light Industrial - Open



Proposed: Highway Commercial

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Date Received	**Application for Zoning Map Amendment and/or Regional Plan Amendment**		File Number DEV13-040
Property Owner(s) CITY OF FLAGSTAFF	Title	Phone	Email
Mailing Address			City, State, Zip
Applicant(s) Evergreen Devco, Inc.	Title	Phone 602.808.8600	Email dbocking@evgre.com
Mailing Address 2390 E Camelback Rd. #410			City, State, Zip Phx, AZ 85016
Project Representative) Danny Bocking	Title Dir. PM	Phone	Email
Mailing Address			City, State, Zip
Requested Review	☒ Zoning Map Amendment ↑ PREZ2014-0002	☒ Regional Plan Amendment ↑ PGMP2014-0001	☐ Continued

Site Address TBD 2499 E. Rt. 66	Parcel Number(s) 107-13-010; 009; 011	Subdivision, Tract & Lot Number
Existing Zoning District LI + LI-O	Proposed Zoning District: HC	Existing Regional Plan Land Use Category Office Bus. Park-LI; and Light-Med. Ind.
Existing Use Undeveloped		Proposed Use Commercial

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)

State Reason for Request LARGE SCALE ZONING MAP AMENDMENT; MINOR REG. PLAN AMENDMENT

Note:
Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). **Incomplete submittals will not be scheduled.**

Property Owner Signature(required)	Date:	Applicant Signature	Date: 10/4/13

For City Use

Date Filed:	File Number(s): PREZ2014-0002		Type of Zoning Map Amendment: ☐ Small-scale ☐ Medium-scale ☒ Large-scale
P & Z Hearing Date: May 14, 28, 2014	Publication and Posting Date: 4-27-14 4-28-14		
Council Hearing Date: June 17, 2014	Publication and Posting Date: 4-27-14 4-28-14		
Fee Receipt Number: #37361	Amount: 13,736.	Date: 10-8-13	

Action by Planning and Zoning Commission:	Action by City Council:
☒ Approved 5-28-14	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utlities	Stormwater
	Elaine	Gary	Kent	Jim	Kyle

Revised 3/11/13

PROJECT TEAM

Developer:
Evergreen 2390 East
Camelback Rd.
Suite 410
Phoenix, AZ 85016
602-808-8600
Contact: Danny Bockting

Architect:
Butler Design Group
5017 E. Washington St.
Suite 107
Phoenix AZ 85034
602-957-1800
Contact: John Mocarski

PROJECT NARRATIVE

The project consists of a multi-phase retail development in Flagstaff, Arizona.
The Site for Areas A, B and C are located at southwest and southeast corners of Route 66 and 4th Street.
The Site for Area D is located at the Northwest corner of 4th Street and Huntington Drive.
See separate project narrative for additional information.

SITE DATA

Site:

APN:	107-13-010(Area A & C) 107-13-009 (Area B) 107-13-011(Area D)
Existing Zoning:	LI (Light Industrial)
Proposed Zoning:	HC (Highway Commercial)
Site Area	
Area A & C :	800,750 S.F. (18.4 AC.)
(Area A):	*523,883 S.F. (12.0 AC.)*
(Area C):	*276,867 S.F. (6.4 AC.)*
Area B :	380,698 S.F. (8.7 AC.)
Area D :	284,914 S.F. (6.5 AC.)

BUILDING DATA:

Building:

Building Area (Area A):	73,856 S.F.
% Coverage:	14%
FAR:	.14
Building Area (Area B):	63,039 S.F.
% Coverage:	16.6 %
FAR:	.17
Building Area (Area C):	58,000 S.F.
% Coverage:	20.9%
FAR:	.21
Building Area (Area D):	57,000 S.F.
% Coverage:	20 %
FAR:	.20
Max. Building Height (10-40-30,040):	60 Feet

PARKING DATA:

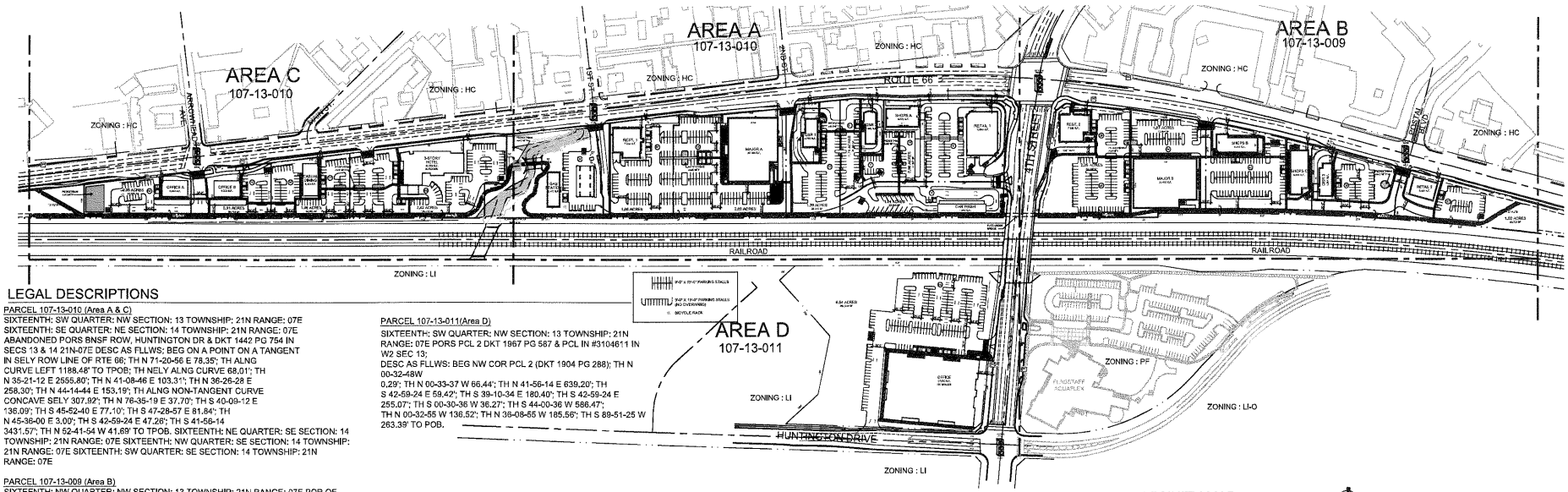
Standard Stall: 9' x 18' / Accessible Stall: 11' x 20' (HC included in overall count for each user)

Parking Spaces Totals:

Parking Required / Provided (Area A):	400 / 405
Parking Required / Provided (Area B):	318 / 302
Optional Parking (Area B):	25
Parking Required / Provided (Area C):	198 / 201
Parking Required / Provided (Area D):	190 / 190
TOTALS:	1106 / 1123

(See Area Sheets for Breakdowns)

0 75' 150' 300'
SCALE: 1" = 150'



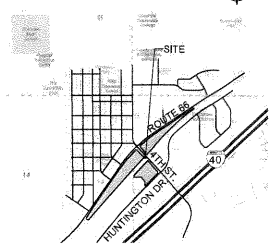
LEGAL DESCRIPTIONS

PARCEL 107-13-010 (Area A & C)
SIXTEENTH: SW QUARTER: NW SECTION: 13 TOWNSHIP: 21N RANGE: 07E SIXTEENTH: SE QUARTER: NE SECTION: 14 TOWNSHIP: 21N RANGE: 07E ABANDONED PORS BNSF ROW, HUNTINGTON DR & DKT 1442 PG 754 IN SECS 13 & 14 21N-07E DESC AS FLLWS: BEG ON A POINT ON A TANGENT IN SELY ROW LINE OF RTE 66; TH N 71-20-56 E 78.35'; TH ALNG CURVE LEFT 1188.48' TO TPOB; TH NELY ALNG CURVE 68.01'; TH N 35-21-12 E 2555.80'; TH N 41-08-46 E 103.31'; TH N 36-26-28 E 258.30'; TH N 44-14-44 E 153.19'; TH ALNG NON-TANGENT CURVE CONCAVE SELY 307.92'; TH N 76-35-19 E 37.70'; TH S 40-09-12 E 136.09'; TH S 45-52-40 E 77.10'; TH S 47-28-57 E 81.84'; TH N 45-36-00 E 3.00'; TH S 42-59-24 E 47.26'; TH S 41-56-14 3431.57'; TH N 52-41-54 W 41.69' TO TPOB. SIXTEENTH: NE QUARTER: SE SECTION: 14 TOWNSHIP: 21N RANGE: 07E SIXTEENTH: NW QUARTER: SE SECTION: 14 TOWNSHIP: 21N RANGE: 07E SIXTEENTH: SW QUARTER: SE SECTION: 14 TOWNSHIP: 21N RANGE: 07E

PARCEL 107-13-009 (Area B)
SIXTEENTH: NW QUARTER: NW SECTION: 13 TOWNSHIP: 21N RANGE: 07E POR OF BNSF RR (DKT 918 PG 574) & PCL 1 (DKT 1967 PG 587) IN LOT 2 SEC 13; DESC AS FLLWS: BEG POINT OF TANGENCY IN SELY ROW OF RTE 66 NE OF 4TH ST; TH N 56-57-16 E 35.78' TO TPOB; TH N 58-57-16 E 1154.90'; TH S 33-02-44 E 39.49'; TH ALNG NON-TANGENT CURVE CONCAVE SELY 1430.75'; TH S 41-56-14 W 205.84'; TH S 48-03-46 E 12.00'; TH S 41-56-14 W 373.32'; TH N 42-59-24 W 53.01'; TH N 28-59-56 W 60.86'; TH N 40-09-12 W 223.43'; TH N 05-56-36 E 37.99'; TH ALNG NON-TANGENT CURVE CONCAVE SELY 171.37'; TH N 31-15-33 E 21.79'; TH ALNG NON-TANGENT CURVE CONCAVE SELY 117.07'; TH N 51-55-35 E 141.45'; TH ALNG NON-TANGENT CURVE CONCAVE SELY 342.92'; TH N 49-02-29 E 29.52' TO TPOB. SIXTEENTH: SW QUARTER: NW SECTION: 13 TOWNSHIP: 21N RANGE: 07E

PARCEL 107-13-011(Area D)
SIXTEENTH: SW QUARTER: NW SECTION: 13 TOWNSHIP: 21N RANGE: 07E PORS PCL 2 DKT 1967 PG 587 & PCL IN #3104611 IN W2 SEC 13;
DESC AS FLLWS: BEG NW COR PCL 2 (DKT 1904 PG 288); TH N 00-32-48W 0.29'; TH N 00-33-37 W 66.44'; TH N 41-56-14 E 639.20'; TH S 42-59-24 E 59.42'; TH S 39-10-34 E 180.40'; TH S 42-59-24 E 255.07'; TH S 00-30-36 W 36.27'; TH S 44-00-36 W 586.47'; TH N 00-32-55 W 136.52'; TH N 36-08-55 W 185.56'; TH S 89-51-25 W 263.39' TO POB.

VICINITY MAP



THE TRAX

FOURTH STREET / ROUTE 66

PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

03-21-14
11086-ST17

Evergreen
Development | Services | Investments

Butler Design Group, Inc
architects & planners

PARKING BREAKDOWN

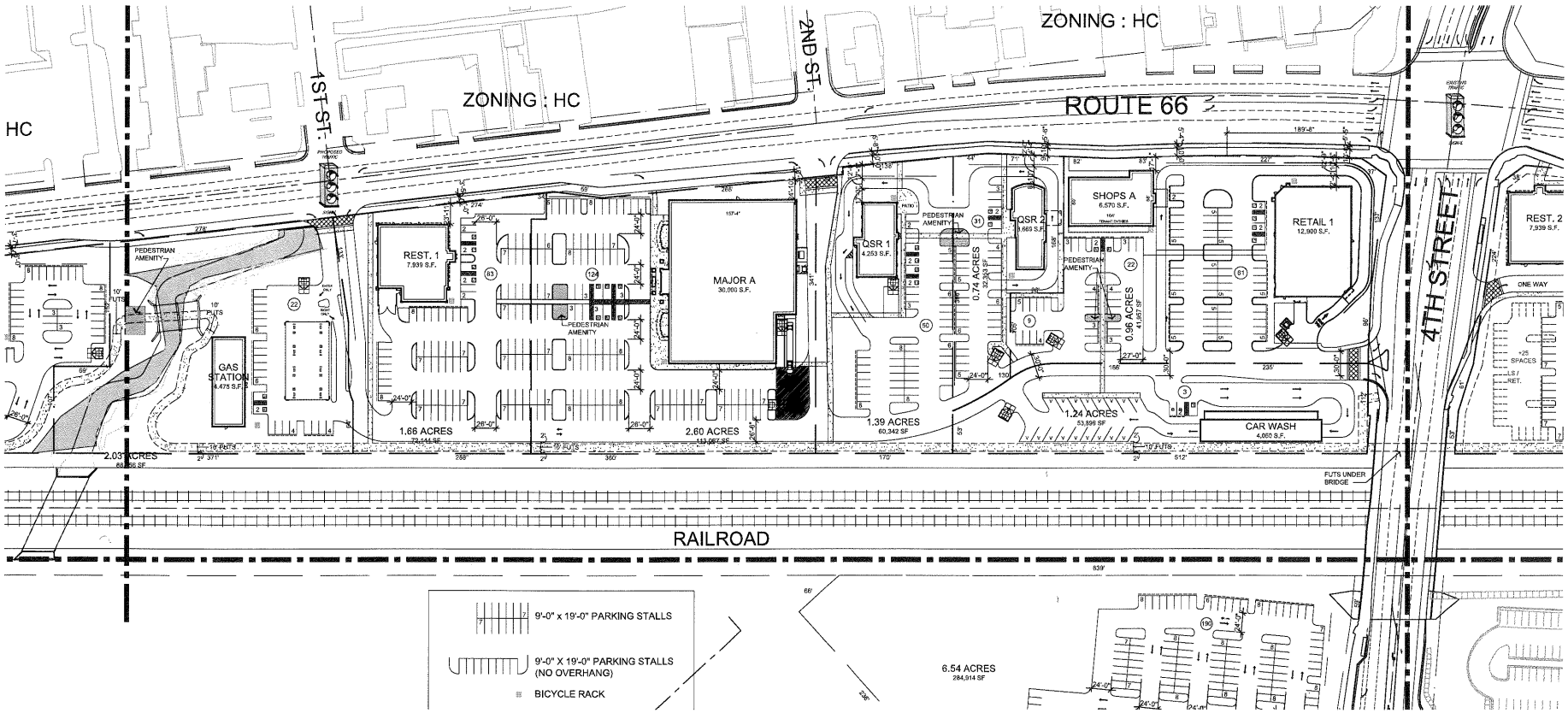
Standard Stall: 9' x 18' / Accessible Stall: 11' x 20' (HC included in overall count for each user)

Area A

QSR1: (1/100 + 10)	53 spaces required (3 HC)	Major A: (1/300)	100 space required (5 HC)	Shops A (1/300)	28 space required (2 HC)
	50 spaces provided		**124 spaces provided**		**31 spaces provided**
	(HC provided: 4 spaces)		(HC provided: 6 spaces)		(HC provided: 2 spaces)
Gas Station: (1/300)	20 spaces required (1 HC)	QSR 2 (1/100 + 10)	53 space required (3 HC)	Retail 1 (1/300)	43 space required (3 HC)
	22 spaces provided		**31 spaces provided**		**61 spaces provided**
	(HC provided: 2 spaces)		(HC provided: 4 spaces)		(HC provided: 4 spaces)
		Rest 1 (1/100 + 20)	100 space required (5 HC)	Car Wash (1.5 + Drive Thru)	3 space required (1 HC)
			83 spaces provided		**3 spaces provided**
			(HC provided: 4 spaces)		(HC provided: 1 space)

SCALE: 1" = 60'

AREA A



THE TRAX

FOURTH STREET / ROUTE 66

PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

03-21-14

11086-ST17

Evergreen

Development | Services | Investments

Butler Design Group, Inc

architects & planners

PARKING BREAKDOWN

Standard Stall: 9' x 18' / Accessible Stall: 11' x 20' (HC included in overall count for each user)

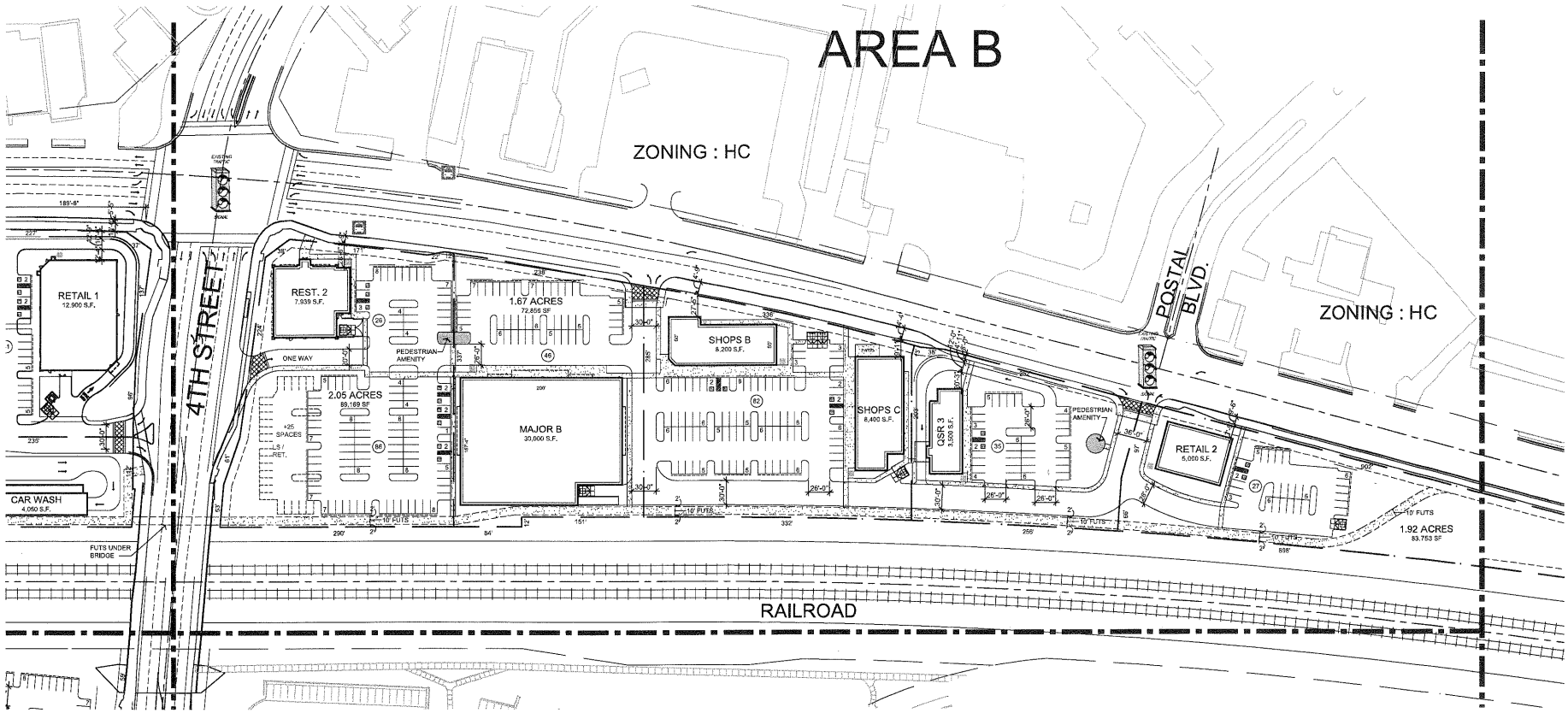
Area B

Rest 2: (1/100 + 20)	100 spaces required (5 HC) **26 spaces provided** (HC provided: 3 spaces)	Shops C (1/300)	28 space required (2 HC) **41 spaces provided** (HC provided: 2 spaces)
Major B: (1/300)	100 spaces required (5 HC) **132 spaces provided** (HC provided: 6 spaces)	QSR 3 (1/100 + 10)	45 space required (3 HC) **35 spaces provided** (HC provided: 2 spaces)
Shops B: (1/300)	28 space required (2 HC) **41 spaces provided** (HC provided: 2 spaces)	Retail 2 (1/300)	17 space required (1 HC) **27 spaces provided** (HC provided: 2 spaces)

Note: 25 Additional (future) spaces located South of Rest 2.

SCALE: 1" = 60'

AREA B



THE TRAX

FOURTH STREET / ROUTE 66

PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

03-21-14
11086-ST17

Evergreen
Development | Services | Investments

Butler Design Group, Inc
architects & planners

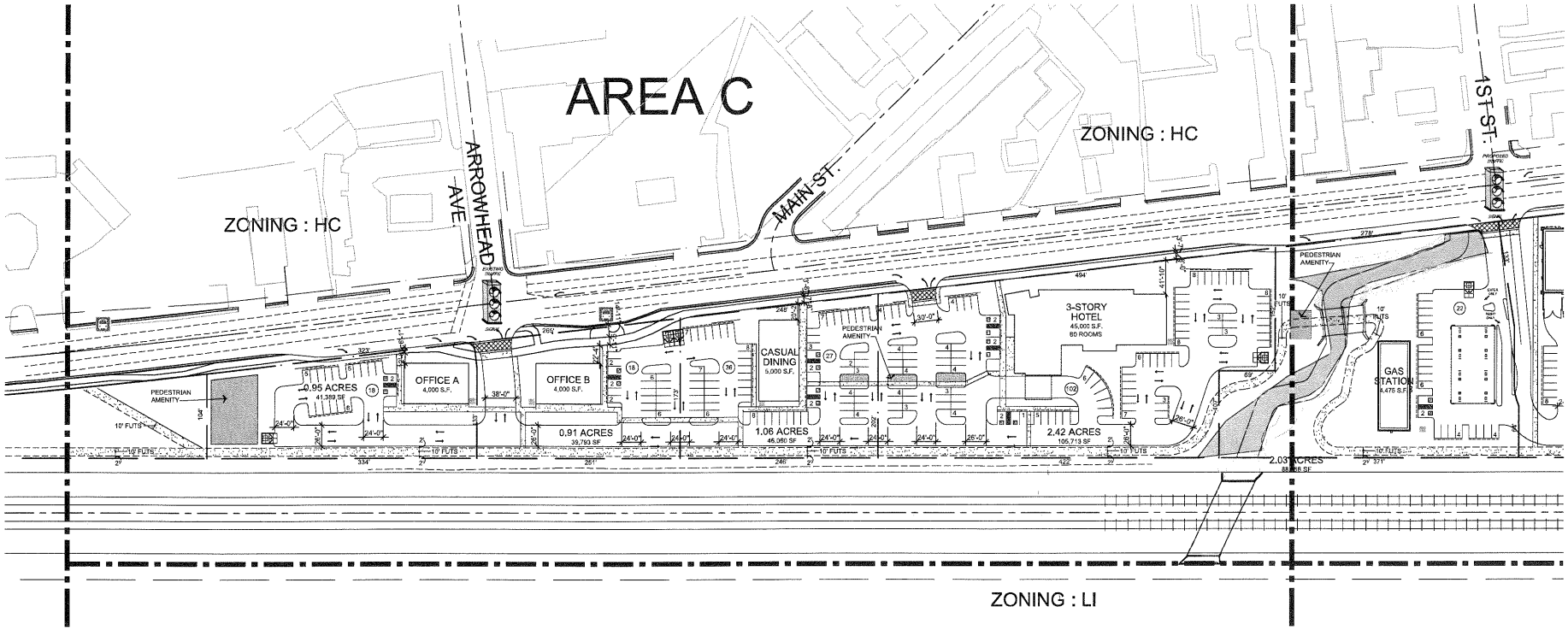
PARKING BREAKDOWN

Area C

Office A: (1/300)	14 spaces required (1 HC) **18 spaces provided** (HC provided: 2 spaces)	Casual Dining: (1/100 + 20)	70 space required (4 HC) **63 spaces provided** (HC provided: 4 spaces)
Office B: (1/300)	14 spaces required (1 HC) **18 spaces provided** (HC provided: 2 spaces)	Hotel (1 Per Room) (1 per 3 employees) (1 per 3 people - meeting room)	100 space required (5 HC) **102 spaces provided** (HC provided: 6 spaces)

SCALE: 1" = 60'

AREA C



THE TRAX

FOURTH STREET / ROUTE 66

PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

Evergreen
Development | Services | Investments

03-21-14
11086-ST17

Butler Design Group, Inc
architects & planners

PARKING BREAKDOWN

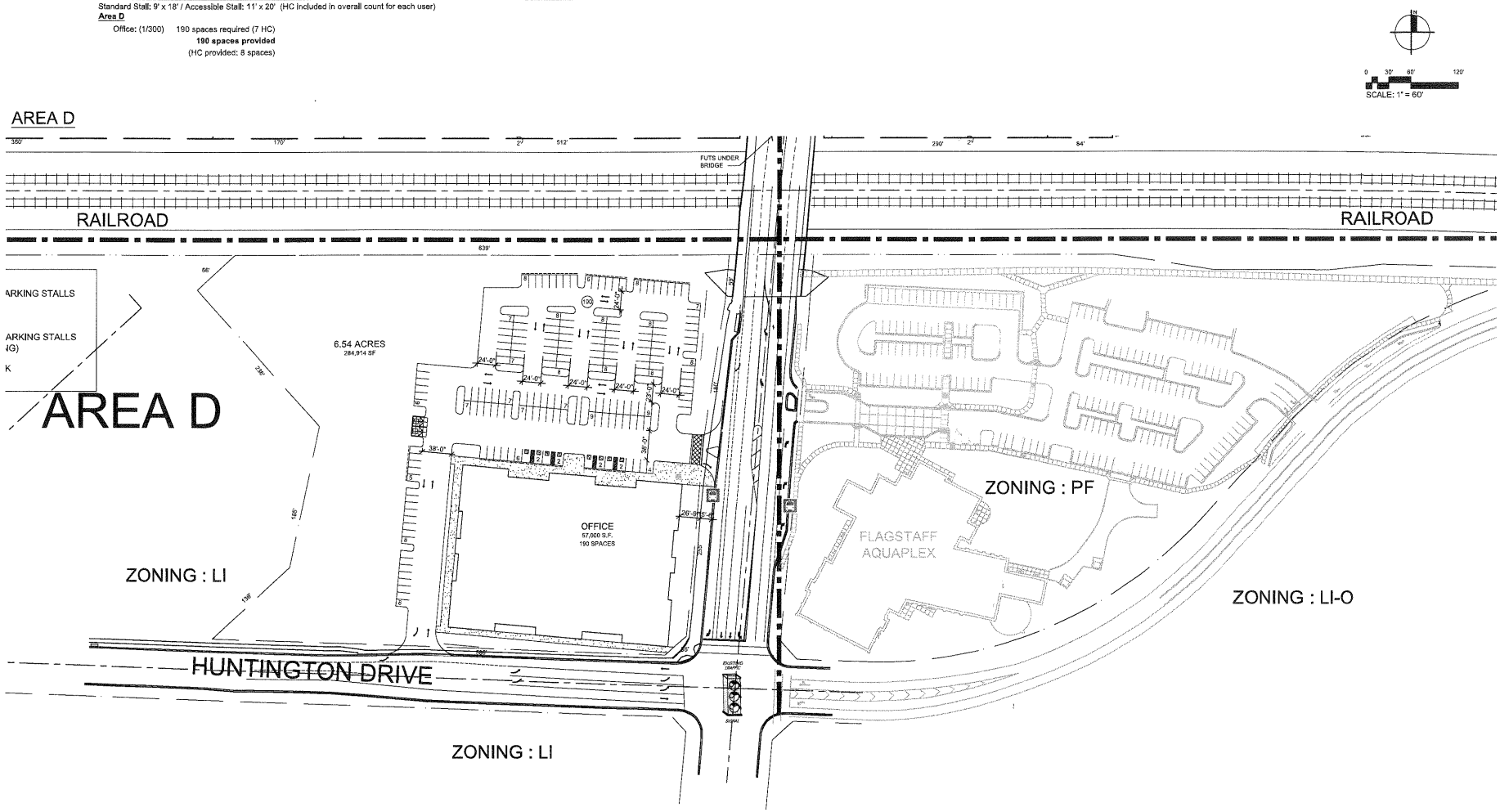
Standard Stall: 9' x 18' / Accessible Stall: 11' x 20' (HC included in overall count for each user)

Area D

Office: (1/300) 190 spaces required (7 HC)

190 spaces provided

(HC provided: 8 spaces)



THE TRAX

FOURTH STREET / ROUTE 66

PROPOSED REDEVELOPMENT SITE

Flagstaff, Arizona

Evergreen

Development | Services | Investments

03-21-14

11086-ST17

Butler Design Group, Inc

architects & planners

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT AND WAIVER
between
City of Flagstaff
and
Evergreen – TRAX, L.L.C.

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 2014, by and between the City of Flagstaff, an Arizona municipal corporation ("**City**") and Evergreen - TRAX, LLC, an Arizona limited liability company ("**Developer**"). City and Developer are sometimes referred to herein collectively as the **"Parties."**

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City.

B. Developer is the owner of approximately 33.6 acres of real property generally located at the intersection of Route 66 & Fourth Street, within the corporate limits of Flagstaff, Arizona, more specifically described and depicted in ***Exhibit "A"*** (the "**Property**").

C. The Property is currently zoned Light Industrial ("**LI**") and Light Industrial – Open (**"LI-O"**) and the Developer is requesting a zoning map amendment to Highway Commercial ("**HC**").

D. Under the Flagstaff Regional Land Use and Transportation Plan in effect on the Effective Date of this Agreement, the Property is currently designated Office/Business Park/Light Industrial and Light/Medium Industrial and the Developer is requesting an amendment to Community/Regional Commercial.

E. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety and other benefits to the City and its residents.

F. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances to the Developer that it will have the ability to develop the Property within the City pursuant to this Agreement, under the zoning described in Recital C above, and in accordance with the Conceptual Site Plan.

G. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.2 **"Developer"** shall mean and refer to Evergreen - TRAX, LLC, an Arizona limited liability company, and any permitted successor-in-interest or assignee of Evergreen - TRAX, LLC acquiring a specific Phase of the Project as contemplated pursuant to Section 11.14.

2.3 **"Improvements"** shall mean and refer to all the improvements which may be constructed from time to time as part of the Project, including, without limitation, public roads, utilities, driveways, landscaping and other improvements of any type or kind to be built by Developer.

2.4 **"Phase"** shall mean and refer to each separate component or portion of the Project which is or may be developed by Developer pursuant to this Agreement.

2.5 **"Project"** shall mean and refer to the development of the Property for the uses, intensities and densities currently shown in the approved Conceptual Site Plan.

2.6 **"Property"** shall mean and refer to all of the real property which is legally described in ***Exhibit "A"***.

2.7 **"Purchase and Sale Agreement"** shall mean and refer to the Purchase and Sale Agreement entered into between the City and Evergreen Devco, Inc., dated June 12, 2013, assigned to Developer via Assignment and Assumption of Contracts and Intangible Property

Agreement dated August 13, 2013, and as amended pursuant to First Amendment to Purchase and Sale Agreement, dated (*).

3. CONCEPTUAL SITE PLAN

The City and Developer hereby acknowledge that the City approved the Conceptual Site Plan for the Project on April 3, 2014, attached hereto as ***Exhibit "B"*** and incorporated herein by this reference (the "**Conceptual Site Plan**"). The Conceptual Site Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk and size of buildings and structures proposed by Developer and approved by the City for development within the Property. Notwithstanding anything contained in the foregoing, however, the City acknowledges that, while the Developer intends to develop the Project in general conformance with the Conceptual Site Plan, in order to make the Project economically viable and otherwise feasible, as the Project progresses through formal site plan review, Developer may request modifications to the Conceptual Site Plan and shall incorporate modifications as set forth in this Agreement. The City shall process all submittals made by Developer in conformance with Section 9.1, below, and nothing contained herein shall preclude the City from the exercise of its normal review process and requirements in connection with its approval of such submittals. Modifications to the Conceptual Site Plan that exceed the thresholds set forth in Flagstaff Zoning Code Section 10-20.40.090.B.2 shall require a Zoning Map Amendment to process the requested modifications to the approved Conceptual Site Plans.

4. DEVELOPMENT STANDARDS

Development of the Property shall be governed by the City's codes, ordinances, regulations, rules, guidelines and policies controlling permitted uses of the Property, design review standards, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the Effective Date of this Agreement, except as modified herein and by the Purchase and Sale Agreement; provided, however, that Developer obtain off-site construction permits for one or more components of the Project within two (2) years following the effective date of this Agreement. If Developer fails to obtain any off-site construction permits within this two (2) year period, then development of the Project shall be subject to the City's codes, ordinances, regulations, rules, guidelines and policies in effect at the time Developer applies for such construction permits. Notwithstanding the above, the parties expressly acknowledge and agree that the City reserves the right to adopt future ordinances assessing or imposing development fees under the authority of A.R.S. § 9-463.05, which shall be applicable to development of the Property. Developer agrees and understands that upon the effective date of this Agreement all building permits and other fees normally applicable to construction within the City shall apply to the Project.

5. GUIDING PRINCIPLES

The parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future may be subject to procedures, requirements,

regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed. With respect to such, the parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law. However, denying a permit for the Developer's failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

6. PROJECT DESCRIPTION, SITE LAYOUT AND DESIGN STANDARDS

6.1 Commercial Development. The Project, as contemplated by this Agreement and as depicted in the Conceptual Site Plan, will consist of approximately two hundred fifty thousand (250,000) square feet of leasable building space. The site layout of the commercial portion of the Project must conform generally to the arrangement of buildings as depicted in the Conceptual Site Plan. Developer may submit commercial buildings individually or in groups of buildings to the City for development review approval, and the approval process for such submissions will proceed for the building or buildings submitted without the requirement that other buildings proceed through the development review process simultaneously.

6.2 Pedestrian Pathways. Clear, direct, safely lit, and continuous pedestrian pathways are required between public sidewalks and adjacent commercial buildings located within the Project, as generally depicted in the Conceptual Site Plan. In addition, clear, direct, safely lit, and continuous pedestrian pathways are required through private parking lots between adjacent commercial buildings located within the Project. These pedestrian pathways will include a distinct, all-weather surface material, such as stamped or colored concrete, and will be located in conjunction with landscape islands. To the maximum extent feasible, the location of pedestrian pathways shall be coordinated with FUTS access pathways, as described in Section 7.2, Flagstaff Urban Trail System, below.

6.3 Design Standards. Developer will follow the City's architectural standards with regard to exterior building materials and colors, which will conform to the City's Design Review standards. Developer will ensure that massing, bulk and scale of commercial buildings will also conform to these standards.

7. DEVELOPER OBLIGATIONS

7.1 Construction of Public and Other Related Improvements. Prior to issuance of a grading permit for any phase or component of the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its sole expense, construct or cause to be constructed all public and other related improvements as required by the City's codes, ordinances and this Agreement, and in accordance with approved specifications, as well as those public and related improvements required by the Arizona Department of Transportation (**"ADOT"**) as a condition of approval. Following the construction of the described public improvements, and dedication of same to the City, unless otherwise provided, the City shall assume, at its expense, the maintenance and repairs of all public

improvements in accordance with City policies. The Developer agrees that the construction of the public and other related improvements will coincide with the phased development of the Project.

7.2 Flagstaff Urban Trail System (**"FUTS"**). The Developer, at its sole cost and expense, shall construct a concrete FUTS trail in accordance with City standards, except as modified by the Purchase and Sale Agreement, through a portion of the Property, as generally depicted in the Conceptual Site Plan. This FUTS trail cross section shall consist of a minimum ten foot (10') wide concrete trail, with a minimum two foot (2') wide shoulder adjacent to that portion of the FUTS trail fronting the railroad right-of-way, and a minimum five foot (5') wide landscaping buffer adjacent to that portion of the FUTS trail fronting the Project, except for that portion of the FUTS trail abutting that parking lot directly serving the building designated as "Major A" on the Conceptual Site Plan. This portion of trail need not meet the minimum five foot (5') wide landscaping buffer, and, at the Developer's discretion, may be reduced to two feet (2'). The construction of the FUTS trail shall be phased and coordinated in conjunction with the overall phasing of the Project, as set forth in Section 8, Phasing, below. For any phase of the Project occurring in any one of those sections of the Property designated Area A, B and C on the Conceptual Site Plan, a corresponding section of the FUTS trail, extending the entire length of either Area A, B or C, shall be constructed. In addition, until the entire FUTS alignment has been constructed and opened to the public, Developer agrees to maintain pedestrian and bicycle connectivity between any phase of FUTS construction and the current FUTS alignment. Such temporary connection(s) shall be ten feet (10') in width and paved in accordance with City standards and specifications. Further, Developer agrees to provide three FUTS access pathways through the Project. Such pathways shall serve as a connection between those pedestrian and bicycle resources adjacent to Route 66 and the FUTS trail. FUTS access points shall be located in the general area of the intersection of Route 66 & Arrowhead Avenue, Route 66 & First Street, and Route 66 & Postal Boulevard. FUTS access pathways shall not be gated or otherwise obstructed and shall be open to the general public at all times.

7.3. Outdoor Public Space. Pursuant to Section 10-30.60.060.B.1 of the Flagstaff Zoning Code, Developer agrees that a minimum five percent (5%) of the Property, 72,963 sq. ft. (**"Outdoor Public Space Requirement"**), shall be devoted to outdoor pedestrian amenity areas which shall act as transition spaces between parking areas and the entrance(s) to adjacent commercial buildings. Outdoor pedestrian amenity areas shall include landscaping, structures providing protection from the weather, benches, tables, or other pedestrian friendly features. At the Developer's sole discretion, that portion of the Property necessary for fulfilling Developer's FUTS obligations, 47,800 sq. ft., may be treated as an offset against the Outdoor Public Space Requirement. Developer agrees that the areas on both sides of the historic trestle bridge, described in Section 7.4, below, shall, to the maximum extent feasible, be used as outdoor pedestrian amenity areas.

7.4 Trestle Bridge. Developer agrees that the historic trestle bridge spanning the Spruce Avenue Wash, currently connecting those portions of the Property designated Area A and Area C on the Conceptual Site Plan, shall be preserved in its current location and in its current

form, and shall be used to provide vehicular and/or pedestrian connectivity between Area A and Area C.

7.5 Drive-through Facilities. Developer agrees that drive-through facilities shall be designed to ensure the safe movement of pedestrians from public sidewalks to commercial building entrances as well as the safe movement of vehicular traffic in parking lots. To the maximum extent feasible, Developer agrees to comply with the "Specific to Uses" requirements as detailed in Section 10-40.60.160, Drive-through Retail, of the City's Zoning Code.

7.6 Fourth Street Bridge Spanning Interstate 40 (**"I-40 Bridge"**). In addition to those obligations set forth in Section 7.1, Developer agrees to contribute three hundred twenty thousand dollars ($320,000.00) (**"I-40 Bridge Contribution"**) towards I-40 Bridge improvements. Such sum constitutes the Developer's pro-rata "fair share" contribution towards mitigating the Project's traffic impact on the I-40 Bridge, in accordance with the City's Transportation Engineering Program Memorandum dated February 20, 2014. Developer's I-40 Contribution shall be phased in conjunction with the overall phasing of the Project. For any phase of the Project occurring in any one of those sections of the Property designated Area A, B , C and D on the Conceptual Site Plan, Developer shall place eighty thousand dollars ($80,000.00) into the City's I-40 Bridge improvement escrow account, for a total of three hundred twenty thousand dollars ($320,000.00). Notwithstanding the foregoing, the Parties agree that if development has not occurred in all four areas of the Project within ten years of the Effective Date of this Agreement, Developer shall pay the remaining unpaid balance of the I-40 Contribution on the tenth (10th) anniversary of this Agreement. The Parties agree that should the I-40 Bridge improvements be funded through alternate funding sources, including capital bonding, the $320,000.00 in escrowed funds shall be used to retire or repay any outstanding debt obligation(s) the City has incurred related to Fourth Street improvements; to construct, fund or contribute to future improvements along the Fourth Street commercial corridor that benefit, directly, indirectly or in any manner whatsoever, the Project; or to construct, fund or contribute to those pedestrian crossing improvements identified in the pedestrian crossing study, as detailed in Section 7.7, below. Alternate funding sources for I-40 Bridge improvements, if available prior to full payment of the I-40 Bridge Contribution, shall in no way relieve the Developer of their obligations with respect to I-40 Bridge Contribution payment(s). Should alternate funding sources become available prior to full payout, all moneys due shall be used for the secondary purposes set forth in this Section. In no event will the Developer be entitled to any credit, refund or reimbursement of any portion of the funds placed in escrow pursuant to this section.

7.7 Pedestrian Crossing Study and Improvements. Prior to the recording of the Final Plat for the Property, Developer agrees to place One Hundred Seventy Nine Thousand Dollars and 00/100 ($179,000.00) (**"Pedestrian Study Contribution"**) into a dedicated City escrow account to be used for a pedestrian crossing study and any recommended improvements to Route 66 related to the development of the Property. Specifically, these escrowed funds shall be utilized by the City for (i) a pedestrian crossing study which will evaluate the crossing patterns of pedestrians to, through and from the Project; and (ii) additional pedestrian safety improvements on Route 66, if any, identified in the study. Following the placement of the Pedestrian Study Contribution into the City's dedicated escrow account, Developer shall have no further

obligations or liability, financial or otherwise, with respect to the pedestrian crossing study or the installation or maintenance of those improvements identified therein.

7.8 Route 66 Lighting. Developer agrees to implement those measures set forth in the Arizona Department of Transportation Submittal Review Memorandum dated February 8, 2014 ("ADOT Memorandum"), attached hereto as ***Exhibit "C"*** and incorporated herein by this reference, detailing those improvements that Developer is obligated to make to ADOT owned fixtures, facilities, improvements and rights-of-way. In particular, Developer agrees to improve the street lighting along the entire frontage of Route 66 adjacent to the property to a standard of PGP 700 and AASHTO's Roadway Lighting Design Guidelines with a modification to utilize Low Pressure Sodium source of lighting exclusively. Upon acceptance, Developer shall not be responsible for the maintenance, repair or replacement of those improvements required as a condition of ADOT approval, as set forth in the ADOT Memorandum.

7.9 Dedication of Public Easements. Public utility and drainage easements with respect to the Project must be identified on the construction plans and dedicated prior to issuance of building permits. Dimensions for these easements must be in accordance with City and ADOT requirements. A minimum fifty foot (50') wide public utility easement, generally located in the area of the Spruce Wash and specifically identified on Sheet SP01 of the Conceptual Site Plan, shall be identified on all relevant construction plans.

7.10 Water and Sewer. Water and sewer mains must be designed and extended by Developer at Developer's cost in accordance with the approved water and sewer impact analysis and the 2012 City of Flagstaff Engineering and Design Standards.

7.11 Dedication of Public Rights-Of-Way. Public rights-of-way for all streets must be identified on the Final Plat and dedicated with Final Plat approval. Dimensions for these rights-of-way and easements must be in accordance with City standards and requirements.

7.12 Existing and Modified Streetscape Landscaping. Existing streetscape landscaping along adjacent public rights-of-way must be maintained, transplanted to equivalent locations, or replaced with landscaping of a similar species in equivalent locations. Existing streetscape landscaping can be used to offset the landscape requirements of the Flagstaff Zoning Code. Pursuant to the Flagstaff Zoning Code, a minimum ten foot (10') wide landscaping buffer adjacent to public thoroughfares, which does not include public right-of-way, is required for those sections of the Property designated Area A, B, C and D on the Conceptual Site Plan. However, the Parties agree that in Area A, B, or C, the Developer may utilize public right-of-way to meet the ten foot (10') wide landscaping buffer requirement. However, the Parties agree that a minimum five foot wide buffer, not including a sidewalk, shall be maintained behind public right-of-way when adjacent to buildings. For parking lots fronting the right-of-way, the Developer shall construct a three-and-a-half foot (3.5') high screen wall in combination with the required ten foot (10') wide landscaping buffer requirement.

7.13 Zoning. Developer hereby agrees to be subject to all the terms, conditions, and stipulations of City Ordinance 2014-XX, attached hereto as ***Exhibit "D"*** and incorporated herein by this reference.

7.14 Permits and Building Fees. Developer agrees and understands that upon the Effective Date of this Agreement all building permits, development fees, and other fees normally applicable to construction within the City shall apply to the Project.

8. PHASING

The Parties acknowledge that development of the Project will be affected by numerous factors outside the control of the Developer, e.g., general economic conditions, interest rates and market demand. Accordingly, the City acknowledges that the Developer may submit multiple applications from time-to-time to develop and/or construct portions of the Conceptual Site Plan for the Project in phases as long as each phase provides for the logical extension of vehicle and pedestrian connectivity, infrastructure and utilities through the Project, as approved by the City, in compliance with the terms of this Agreement and other applicable provisions of the City's codes, ordinances, regulations, rules, guidelines and policies. Further, each phase of this development must be designed and constructed to stand alone in perpetuity per Subdivision Regulation 11-20.130.010.B as well as the approved water and sewer, traffic and drainage impact analyses. Specific phasing for the FUTS trail is addressed in Section 7.2, Flagstaff Urban Trail System, above.

9. DEVELOPMENT PROCESS.

9.1 Diligence in Responding to Approval Requests. The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any phasing plans, site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's current building and development requirements (hereinafter collectively called "**Approval Requests**"). The City hereby agrees that, in connection with all such Approval Requests relating to the planning or development of the Property or any portion thereof, and the construction of Improvements thereon, it shall cooperate with Developer in good faith to process all such Approval Requests.

9.2 Manager's Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Developer and/or the development of the Property, and hereby authorizes and empowers the City Manager to consent to any and all requests of the Developer requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law.

10. DEFAULT; REMEDIES

10.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty days after written notice thereof from the party not in default hereunder. For purposes of determining default and termination, those Developer

obligations set forth in Section 7, Developer Obligations, are severable, and each individual obligation shall terminate upon the successive completion of the individual obligation.

10.2 Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

10.3 Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 10.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

10.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 10.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

10.5 Development Rights in the Event of Termination. With the exception of a termination that occurs under Section 10.3 above, upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

10.6 No Personal Liability. No current or former member, official or employee of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

10.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, 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 City or Developer, or nonperformance of this Agreement by the Developer.

11. GENERAL PROVISIONS

11.1 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty years from such date.

11.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City: To Developer:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

11.3 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

11.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

11.5 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

11.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property
Exhibit "B" Conceptual Site Plans
Exhibit "C" ADOT Submittal Review Memorandum dated February 8, 2014
Exhibit "D" Ordinance No. 2014-XX

11.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

118 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

11.9 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona.

11.10 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

11.11 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm,, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11.12 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have an personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

11.13 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations and policies.

11.14 Successors and Assigns. Upon prior written notice to City, Developer may assign its interest in this Agreement, in whole or in part, to any entity that controls, is controlled by or is under common control with Developer (including but not limited to a limited liability company of which the original Developer is a member), who undertakes to proceed with development of the Project. Provided that the assignee has provided City with the name, address and designated representative of the assignee, and has assumed the rights, liabilities and obligations of Developer under this Agreement pursuant to a written instrument (a true and correct copy of which shall be provided to City), then the assignor shall be released from any obligations or liabilities arising under this Agreement from and after the date of assignment. Neither Developer nor any permitted assignee of Developer may otherwise assign its interest in this Agreement, in whole or in part, without the prior written consent of the City, which consent may be reasonably withheld by City. This Agreement shall be personal to Developer and its permitted successors and assigns, and shall not run with the land.

11.15 Vested Rights. Nothing in this Development Agreement shall preclude the Developer from claiming that the Developer has vested rights to complete the development of the Project in accordance with currently applicable regulations based on the significant investment and improvements made on the Property by the Developer.

12. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

Developer hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138, (the "**Act**") in connection with the application of the City's existing land use laws and including Ordinance Number 2011-01 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including Ordinance Number 2014-**, upon the Property

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

City of Flagstaff

_____

Evergreen – TRAX, LLC, an Arizona limited liability company

_____
Gerald W. Nabours, Mayor

By: _____

Name:_____

Attest:

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:	Brandi Suda, Finance Manager
Co-Submitter:	Rick Tadder, Finance Director
Date:	06/09/2014
Meeting Date:	06/17/2014

TITLE:

Public Hearing For Proposed FY 2014 – 2015 Budget and Property Tax Levy.

RECOMMENDED ACTION:

1) Open the public hearing, receive citizen input, and close the public hearing
2) Recess Regular Meeting and convene a Special Meeting

SPECIAL MEETING

Consideration and Adoption of Resolution No. 2014-20: A resolution of the City Council of Flagstaff, Arizona, for the adoption of the Budget for Fiscal Year 2014-15 and Public Hearing for Budget and Levy.

RECOMMENDED ACTION:

1) Read Resolution No. 2014-20 by title only
2) City Clerk reads Resolution No. 2014-20 by title only (if approved above)
3) Adopt Resolution No. 2014-20
4) Adjourn Special Meeting and reconvene Regular Meeting

Policy Decision or Reason for Action:

In accordance with State law, a public hearing is required for final adoption of the budget, and the establishment of the property tax levy. This hearing provides for citizen input prior to adoption. Arizona State Statutes require each municipality to adopt a budget as prescribed by A.R.S. Title 42, Chapter 17, Articles 1 through 5. As published in the Tentative Adoption of the Budget, the Final Budget Adoption is to take place on June 17, 2014 (during a Special Meeting) and the Property Tax Levy ordinance will have a first read on June 17, 2014 and will have the second read on July 1, 2014.

Financial Impact:

- The final budget adoption allows the City to commit and expend resources as determined to be needed through the FY2014-2015 budget process.
- The City of Flagstaff will levy flat revenue for primary property taxes at a rate of $0.8418 and a flat rate for secondary property taxes at a rate of $0.8366. The City will also receive additional revenues related to new construction of $41,567.

Connection to Council Goal:

Effective governance
Repair Replace maintain infrastructure (streets & utilities)

Has There Been Previous Council Decision on This:

- December Budget Retreat on December 4, 2013
- Mini Budget Retreat on January 23, 2014
- February Budget Retreat on February 10, 2014
- Council Budget Meetings on April 23, 24 and 25, 2014.

Options and Alternatives:

Public Hearing:
Open the public hearing
Delay the public hearing Final Budget Adoption
As the City adopted the tentative budget on June 3, 2014, the maximum appropriation for FY2014-2015 has been set.
The Council could choose to make adjustments within that maximum appropriation

Background/History:

Budget adoption:
The budget was presented for tentative adoption on June 3, 2014. The tentative adoption established the maximum appropriation for the City for the FY 2014-2015 budget year. The budget legal schedules were published in the Arizona Daily Sun on June 5, 2014 and June 12, 2014.

Property tax levy:
Primary property taxes are accumulated in the General Fund and pay for general services which include but are not limited to public safety, parks and recreation, other public work services, and general administrative and management functions within the City.

Secondary property taxes support debt service payments on numerous city capital projects including the Aquaplex, fire stations, open space, street/utility projects, forest restoration, and the future core facility.

Truth and taxation legislation:
Every year, the Truth in Taxation legislation requires that the county assessor, on or before February 10, transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the City must go through the 'truth in taxation' procedures. It is important to note that it is the levy amount and not the rate which triggers the truth in taxation procedure. The City of Flagstaff has not triggered the 'truth in taxation'notification and hearing for FY2014-2015 and no additional notifications are required.

Key Considerations:

The adoption of the tentative budget sets into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative budget adoption, the final budget adoption, the property tax levy actions, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July. The County will adopt the property tax levy the first week of August. The key dates in the process have been presented as part of the action summary.

June 3, 2014 Tentative adoption of budget by Council
June 17 2014 Proposed budget and property tax levy hearing
June 17 2014 Final budget adoption(done in a Special meeting)
June 17 2014 First reading property tax ordinance
July 1, 2014 Final reading and adoption of property tax ordinance

Expanded Financial Considerations:

The City of Flagstaff is proposing a flat primary property levy on existing properties for the FY2013-2014 base levy of $5,520,173 plus new construction levy of $41,567 for a total levy of $5,561,740. The maximum allowable primary property revenue for FY2014-2015 is $5,901,999. The City of Flagstaff is not proposing a change in the secondary property tax rate for FY2014-2015.

Primary property tax rate will decrease from $0.8429 in FY2013-2014 to $0.8418 in FY2014-2015 due to the total valuation of all existing properties are increasing 0.1**%.** The 'truth in taxation' has not been triggered as the levy amount on existing properties is flat and it is not dependent on rate. The table below reflects a five year rate history:

Property Tax Rates	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2014-2015 Proposed
Primary	$ 0.6479	0.6917	0.7131	0.8429	0.8418
Secondary	0.8366	0.8366	0.8366	0.8366	0.8366
Total	$ 1.4845	1.5283	1.5497	1.6795	1.6784

The final budget adoption allows the City to commit and expend resources as determined to be needed through the FY2014-2015 budget process. There have been no changes in the final budget recommended for adoption from that presented as the tentative budget. The recommended City of Flagstaff appropriation for FY2014-2015 is $238,184,402.

Community Benefits and Considerations:

Public investment into the budget process is necessary as a tool for the Council to use when determining the current year goals and objectives. The budget translates City priorities into fiscal reality. Timely budget adoption allows the City to commit expenditures as related to the FY2014-2015 budget as needed for ongoing operational consistency to the citizenry. The FY2014-2015 budget is balanced.

Community Involvement:

Inform/Involve: This is the public hearing in the budget adoption process and it is open to public comment on the property tax levy and the final budget adoption. Budget legal schedules were published in the June 5, 2014 and June 12, 2014 Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website. The final opportunity for community involvement for the budget adoption is at this public meeting. The final opportunity for public input to the tax levy will be at the July 1, 2014 Council Meeting.

Attachments: Res. 2014-20

RESOLUTION NO. 2014-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2014-2015

RECITALS:

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 3, 2014 make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on June 3, 2014, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 17, 2014, in the Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. 42-17051 (A).

ENACTMENTS:

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

That said estimates of revenues and expenditures shown on the accompanying schedules as now increased, reduced, or changed, are hereby adopted as the budget of the City of Flagstaff for Fiscal Year 2014-2015.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 17th day of June, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

OFFICIAL BUDGET FORMS

CITY OF FLAGSTAFF

Fiscal Year 2015

CITY OF FLAGSTAFF

TABLE OF CONTENTS

Fiscal Year 2015

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department

Schedule G—Full-Time Employees and Personnel Compensation

CITY OF FLAGSTAFF
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2015

THE FINAL OPPORTUNITY FOR PUBLIC INPUT ON THE CITY OF FLAGSTAFF FISCAL YEAR 2014-2015 BUDGET WILL OCCUR ON JUNE 17, 2014 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 211 W. ASPEN AVENUE, FLAGSTAFF, AZ
The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 W. Aspen Avenue, Flagstaff AZ 86001
Or the Flagstaff City-County Public Library, 300 W. Aspen Avenue, Flagstaff AZ 86001
Or the East Flagstaff Community Library, 3000 N. 4th Street, Flagstaff, AZ 86004 or the official website "flagstaff.az.gov"

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2014	ACTUAL EXPENDITURES/ EXPENSES** 2014	FUND BALANCE/ NET POSITION*** July 1, 2014**	PROPERTY TAX REVENUES 2015	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2015	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015		TOTAL FINANCIAL RESOURCES AVAILABLE 2015	BUDGETED EXPENDITURES/ EXPENSES 2015
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	$ 60,218,681	$ 54,722,923	$ 22,596,412	Primary: $ 5,435,325	$ 46,826,595	$	$	$ 3,524,656	$ 9,798,047	$ 68,584,941	$ 57,416,299
2. Special Revenue Funds	46,803,904	28,031,970	25,790,653	Secondary:	35,990,692			12,118,077	11,713,175	62,186,247	51,433,188
3. Debt Service Funds Available	8,365,725	7,947,975	7,621,366	5,611,045	798,880			7,496,194	7,496,194	14,031,291	8,237,044
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	8,365,725	7,947,975	7,621,366	5,611,045	798,880			7,496,194	7,496,194	14,031,291	8,237,044
6. Capital Projects Funds	62,277,283	18,755,749	2,888,630		14,652,049	23,662,500		7,370,896		48,574,075	47,203,426
7. Permanent Funds			243,244		24,833					268,077	
8. Enterprise Funds Available	65,807,213	46,662,153	26,427,249		58,972,703	3,930,000		4,621,496	6,123,903	87,827,545	73,894,445
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	65,807,213	46,662,153	26,427,249		58,972,703	3,930,000		4,621,496	6,123,903	87,827,545	73,894,445
11. Internal Service Funds											
12. TOTAL ALL FUNDS	$ 243,472,806	$ 156,120,770	$ 85,567,554	$ 11,046,370	$ 157,265,752	$ 27,592,500	$	$ 35,131,319	$ 35,131,319	$ 281,472,176	$ 238,184,402

EXPENDITURE LIMITATION COMPARISON	2014	2015
1. Budgeted expenditures/expenses	$ 243,472,806	$ 238,184,402
2. Add/subtract: estimated net reconciling items	3,053,590	3,219,659
3. Budgeted expenditures/expenses adjusted for reconciling items	246,526,396	241,404,061
4. Less: estimated exclusions	123,950,928	109,152,239
5. Amount subject to the expenditure limitation	$ 122,575,468	$ 132,251,822
6. EEC or voter-approved alternative expenditure limitation	$ 133,177,482	$ 134,251,861

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

*** Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.**
**** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.**
***** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).**

CITY OF FLAGSTAFF
EXPENDITURE LIMITATION
AND
TAX LEVY INFORMATION
FISCAL YEAR 2014-2015

	ESTIMATED FY 2013-2014	FY 2014-2015
Expenditure Limitation [Economic Estimates Commission]		$ 133,177,482
Total Estimated Expenditures Subject to Expenditure Limitation		
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A] rev 6/06 HB 2876	$ 5,742,768	$ 5,901,999
2. Amount Received from Primary Property Taxation in FY 2011-2012 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	$ 5,520,173	$ 5,561,740
B. Secondary Property Taxes	5,530,453	5,611,045
C. Total Property Tax Levy Amount	$ 11,050,626	$ 11,172,785
4. Property Taxes Collected (Estimated)		
A. Primary Property Taxes:		
(1) FY 2013-2014 Levy	$ 5,355,000	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes Collected	5,455,000	
B. Secondary Property Taxes:		
(1) FY 2013-2014 Levy	5,530,453	
(2) Total Secondary Property Taxes Collected	5,530,453	
C. Total Property Taxes Collected	$ 10,985,453	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate:		
(1) Primary Property Tax Rate	0.8429	0.8418
(2) Secondary Property Tax Rate	0.8366	0.8366
(3) Total City Tax Rate	1.6795	1.6784

B. Special Assessment District Tax Rates:
As of the date of the proposed budget, the city was operating one special assessment district for which secondary property taxes are levied. For information pertaining to this districts and its' tax rates, please contact the City Finance Department.

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

CITY OF FLAGSTAFF
SUMMARY BY FUND OF REVENUES OTHER THAN PROPERTY TAXES
FISCAL YEARS 2014 AND 2015
(WITH ACTUALS FOR FISCAL YEAR 2013)

SOURCE OF REVENUES	ACTUAL REVENUES 2012-2013	BUDGETED REVENUES 2013-2014	ESTIMATED ACTUAL REVENUES 2013-2014	BUDGETED REVENUES 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
GENERAL FUND						
Local taxes						
City Sales Tax	$ 15,744,648	15,850,368	15,915,500	16,350,601	500,233	3.16%
Franchise Tax	2,302,643	2,345,338	2,415,000	2,462,093	116,755	4.98%
Licenses and permits						
Business Licenses	20,015	33,000	33,000	33,000	-	0.00%
Building Permits	1,309,720	1,119,250	1,119,250	1,141,075	21,825	1.95%
Other Licenses and permits	326,400	157,930	247,930	218,930	61,000	38.62%
Intergovernmental revenues						
State Income Tax Sharing	6,728,479	7,300,000	7,348,797	7,920,000	620,000	8.49%
State Shared Sales Tax	5,391,580	5,418,188	5,650,000	5,760,175	341,987	6.31%
Vehicle License Tax	2,510,832	2,543,750	2,500,000	2,548,750	5,000	0.20%
Federal Grants	1,317,140	2,113,654	2,088,568	1,596,446	(517,208)	-24.47%
State Grants	1,000,199	1,592,827	846,827	1,853,381	260,554	16.36%
Local Intergovernmental Agreements	863,622	850,000	850,000	860,000	10,000	1.18%
Charges for services						
General Government	238,031	366,100	405,300	255,300	(110,800)	-30.26%
Parks & Recreation	1,372,629	1,578,830	1,568,730	1,646,730	67,900	4.30%
Public Safety	1,264,540	910,863	908,015	957,100	46,237	5.08%
Cemetery	135,135	135,340	135,340	135,000	(340)	-0.25%
Fines and forfeits	1,540,987	1,115,151	1,115,151	1,154,462	39,311	3.53%
Interest on investments	226,353	207,500	213,000	216,000	8,500	4.10%
Miscellaneous revenues	1,519,862	2,810,642	2,326,787	1,717,552	(1,093,090)	-38.89%
Total General Fund	43,812,815	46,448,731	45,687,195	46,826,595	377,864	0.81%
SPECIAL REVENUE FUNDS						
LIBRARY FUND						
Intergovernmental revenues						
State Grants	53,882	25,000	25,000	79,000	54,000	216.00%
Library District Taxes	3,843,643	6,116,924	4,406,534	5,501,560	(615,364)	-10.06%
Interest on investments	34,004	37,437	31,261	37,624	187	0.50%
Miscellaneous revenues	494,502	20,474	62,500	53,474	33,000	161.18%
Total Library Fund	4,426,031	6,199,835	4,525,295	5,671,658	(528,177)	-8.52%
HIGHWAY USER REVENUE FUND						
Intergovernmental revenues						
Federal Grants	-	36,000	3,838	179,924	143,924	399.79%
Highway User Tax	6,007,741	5,955,798	6,007,741	6,397,818	442,020	7.42%
Local Transportation Assistance Funds	-	200,000	-	-	(200,000)	-100.00%
Interest on investments	10,995	6,000	22,000	6,000	-	0.00%
Miscellaneous revenues	36,507	540,000	1,265,922	442,500	(97,500)	18.06%
Total Highway User Revenue Fund	6,055,243	6,737,798	7,299,501	7,026,242	385,944	5.73%
TRANSPORTATION FUND						
Transportation Tax	11,114,898	11,081,675	11,215,156	11,459,192	377,517	3.41%
Interest on Investments	89,879	89,000	90,000	53,000	(36,000)	-40.45%
Miscellaneous revenues	-	4,500,000	3,100,000	2,000,000	(2,500,000)	-55.56%
Total Transportation Fund	11,204,777	15,670,675	14,405,156	13,512,192	(2,158,483)	-13.77%

CITY OF FLAGSTAFF
SUMMARY BY FUND OF REVENUES OTHER THAN PROPERTY TAXES
FISCAL YEARS 2014 AND 2015
(WITH ACTUALS FOR FISCAL YEAR 2013)

SOURCE OF REVENUES	ACTUAL REVENUES 2012-2013	BUDGETED REVENUES 2013-2014	ESTIMATED ACTUAL REVENUES 2013-2014	BUDGETED REVENUES 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
FUTS FUND						
Intergovernmental revenues						
State Grants	$ -	1,239,339	56,310	129,419	(1,109,920)	-89.56%
Interest on investments	-	-	-	6,640	6,640	0.00%
Total Beautification Fund	-	1,239,339	56,310	136,059	(1,103,280)	-89.02%
BEAUTIFICATION FUND						
Intergovernmental revenues						
State Grants	360,932	-	8,750	-	-	0.00%
BBB Tax	1,180,604	1,186,405	1,210,000	1,233,595	47,190	3.98%
Interest on investments	43,404	6,120	43,757	7,460	1,340	21.90%
Miscellaneous	8,349	-	-	-	-	0.00%
Total Beautification Fund	1,593,289	1,192,525	1,262,507	1,241,055	48,530	4.07%
ECONOMIC DEVELOPMENT FUND						
Intergovernmental revenues						
Federal Grants	102,128	-	-	-	-	0.00%
State Grants	-	100,000	65,000	35,000	(65,000)	-65.00%
BBB Tax	560,934	563,542	574,750	585,958	22,416	3.98%
Interest on investments	3,199	2,977	2,977	6,933	3,956	132.89%
Miscellaneous revenues	40,020	41,637	39,737	97,531	55,894	134.24%
Total Economic Development Fund	706,281	708,156	682,464	725,422	17,266	2.44%
TOURISM FUND						
BBB Tax	1,771,839	1,779,608	1,815,000	1,850,393	70,785	3.98%
Retail Sales	84,756	62,620	85,000	86,000	23,380	37.34%
Interest on investments	6,423	6,452	6,452	8,178	1,726	26.75%
Miscellaneous revenues	30,399	25,403	25,403	65,657	40,254	158.46%
Total Tourism Fund	1,893,416	1,874,083	1,931,855	2,010,228	136,145	7.26%
ARTS AND SCIENCE FUND						
BBB Tax	442,844	444,902	453,750	462,598	17,696	3.98%
Interest on investments	2,975	2,866	2,866	4,524	1,658	57.85%
Miscellaneous revenues	612	-	-	-	-	0.00%
Total Arts and Science Fund	446,431	447,768	456,616	467,122	19,354	4.32%
RECREATION-BBB FUND						
BBB Tax	1,927,444	1,957,568	1,996,500	2,035,432	77,864	3.98%
Interest on investments	12,566	7,000	12,000	15,300	8,300	118.57%
Miscellaneous revenues	2,692	-	-	-	-	0.00%
Total Recreation-BBB Fund	1,942,702	1,964,568	2,008,500	2,050,732	86,164	4.39%
HOUSING AND COMMUNITY SVCS FUND						
Intergovernmental revenues						
Federal Grants	383,389	912,174	368,054	1,192,034	279,860	30.68%
State Grants	153,708	660,000	186,832	803,168	143,168	21.69%
Interest on investments	7,809	-	8,830	-	-	0.00%
Miscellaneous revenues	693,929	650,000	360,418	-	(650,000)	-100.00%
Total Housing and Community Svcs Fund	1,238,835	2,222,174	924,134	1,995,202	(226,972)	-10.21%
METRO PLANNING ORGANIZATION FUND						
Intergovernmental revenues						
Federal Grants	273,244	660,071	345,227	897,579	237,508	35.98%
Miscellaneous revenues	8,980	255,000	5,000	255,000	-	0.00%
Total Metro Planning Organization Fund	282,224	915,071	350,227	1,152,579	237,508	25.96%

CITY OF FLAGSTAFF
SUMMARY BY FUND OF REVENUES OTHER THAN PROPERTY TAXES
FISCAL YEARS 2014 AND 2015
(WITH ACTUALS FOR FISCAL YEAR 2013)

SOURCE OF REVENUES	ACTUAL REVENUES 2012-2013	BUDGETED REVENUES 2013-2014	ESTIMATED ACTUAL REVENUES 2013-2014	BUDGETED REVENUES 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
EDA REVOLVING LOAN FUND						
Intergovernmental revenues						
Federal Grants	$ -	220,000	220,000	-	(220,000)	-100.00%
Interest on investments	-	855	71	2,201	1,346	157.43%
Total EDA Revolving Loan Fund	-	220,855	220,071	2,201	(218,654)	-99.00%
TOTAL SPECIAL REVENUE FUNDS	29,789,229	39,392,847	34,122,636	35,990,692	(3,304,655)	-8.39%
DEBT SERVICE FUNDS						
SECONDARY PROPERTY TAX FUND						
Interest on investments	75,439	59,700	78,100	61,800	2,100	3.52%
Total Secondary Property Tax Fund	75,439	59,700	78,100	61,800	2,100	3.52%
SPECIAL ASSESSMENT BONDS						
Special Assessments	722,733	902,000	902,000	735,250	(166,750)	-18.49%
Interest on investments	2,627	3,100	2,646	1,830	(1,270)	-40.97%
Total Special Assessment Bonds	725,360	905,100	904,646	737,080	(168,020)	-18.56%
TOTAL DEBT SERVICE FUNDS	800,799	964,800	982,746	798,880	(165,920)	-17.20%
CAPITAL PROJECTS FUNDS						
G.O. BONDS PROJECTS						
Intergovernmental revenues						
Federal Grants	2,389,000	6,000,000	6,000,000	-	(6,000,000)	-100.00%
Interest on investments	16,908	10,355	9,216	1,880	(8,475)	-81.84%
Miscellaneous Revenue	-	9,711,092	91,106	9,620,000	(91,092)	-0.94%
Total G.O. Bonds Projects	2,405,908	15,721,447	6,100,322	9,621,880	(6,099,567)	-38.80%
MUNICIPAL FACILITIES CORP						
Intergovernmental revenues						
Grant Revenues	20,025	4,600,000	301,111	4,394,303	(205,697)	-4.47%
Miscellaneous Revenue	-	8,024,000	-	635,866	(7,388,134)	-92.08%
Total Municipal Facilities Corp	20,025	12,624,000	301,111	5,030,169	(7,593,831)	
TOTAL CAPITAL PROJECTS FUNDS	2,425,933	28,345,447	6,401,433	14,652,049	(13,693,398)	-48.31%
PERMANENT FUNDS						
PERPETUAL CARE FUND						
Contributions	23,935	20,306	22,300	22,746	2,440	12.02%
Interest on investments	1,743	2,067	1,948	2,087	20	0.97%
Total Perpetual Care Fund	25,678	22,373	24,248	24,833	2,460	11.00%
TOTAL PERMANENT FUNDS	25,678	22,373	24,248	24,833	2,460	11.00%
ENTERPRISE FUNDS						
WATER AND WASTEWATER FUND						
OPERATING FUND						
Intergovernmental revenues						
State Grants	321,894	290,500	30,000	60,000	(230,500)	-79.35%
Federal Grants	1,266,975	300,000	220,500	370,000	70,000	23.33%
Water Revenues	13,160,007	16,410,270	15,652,438	18,116,191	1,705,921	10.40%
Wastewater Revenues	8,772,026	8,945,972	9,171,360	9,463,434	517,462	5.78%
Interest on investments	109,599	95,950	115,000	116,150	20,200	21.05%
Miscellaneous revenues	218,325	91,000	91,000	-	(91,000)	-100.00%
Total Water and Wastewater Fund	23,848,826	26,133,692	25,280,298	28,125,775	1,992,083	7.62%

CITY OF FLAGSTAFF
SUMMARY BY FUND OF REVENUES OTHER THAN PROPERTY TAXES
FISCAL YEARS 2014 AND 2015
(WITH ACTUALS FOR FISCAL YEAR 2013)

SOURCE OF REVENUES	ACTUAL REVENUES 2012-2013	BUDGETED REVENUES 2013-2014	ESTIMATED ACTUAL REVENUES 2013-2014	BUDGETED REVENUES 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
AIRPORT FUND						
OPERATING FUND						
Intergovernmental revenues						
Federal Grants	$ 749,375	7,211,173	3,391,985	7,256,464	45,291	0.63%
State Grants	415,961	466,102	417,608	263,210	(202,892)	-43.53%
Airport Revenues	1,664,579	1,726,440	1,659,193	1,656,120	(70,320)	-4.07%
Interest on investments	1,990	2,160	2,160	2,010	(150)	-6.94%
Miscellaneous revenues	81,380	328,520	232,117	239,410	(89,110)	-27.12%
Total Airport Fund	2,913,285	9,734,395	5,703,063	9,417,214	(317,181)	-3.26%
SOLID WASTE						
Intergovernmental revenues						
Federal Grants	120,004	-	-	-	-	0.00%
Solid Waste Revenues	12,190,788	11,384,327	11,306,570	11,788,712	404,385	3.55%
Interest on investments	66,001	47,044	66,496	66,500	19,456	41.36%
Miscellaneous revenues	30,817	-	-	-	-	0.00%
Total Environmental Services Fund	12,407,610	11,431,371	11,373,066	11,855,212	423,841	3.71%
SUSTAINABILITY AND ENVIRONMENTAL MGMT						
Intergovernmental revenues						
Federal Grants	120,004	-	-	-	-	0.00%
Environmental Services Revenues	990,465	1,001,509	1,001,509	1,002,819	1,310	0.13%
Interest on investments	-	-	128	-	-	0.00%
Miscellaneous revenues	22,573	23,600	50,000	50,140	26,540	112.46%
Total Environmental Services Fund	1,133,042	1,025,109	1,051,637	1,052,959	27,850	2.72%
STORMWATER UTILITY						
Intergovernmental revenues						
Federal Grants	-	25,000	25,000	200,000	175,000	700.00%
Stormwater Utility Revenues	1,458,358	1,471,171	1,460,888	1,507,789	36,618	2.49%
Interest on investments	7,834	4,338	7,328	1,424	(2,914)	-67.17%
Miscellaneous revenues	462	-	219	-	-	0.00%
Total Stormwater Utility Fund	1,466,654	1,500,509	1,493,435	1,709,213	208,704	13.91%
FLAGSTAFF HOUSING AUTHORITY FUNDS						
Intergovernmental revenues						
Federal Grants	4,411,539	5,542,089	4,449,574	5,332,047	(210,042)	-3.79%
Rents and Other Tenant Income	994,123	990,000	957,958	956,633	(33,367)	-3.37%
Miscellaneous revenues	190,711	548,045	433,053	523,650	(24,395)	-4.45%
Total Stormwater Utility Fund	5,596,373	7,080,134	5,840,585	6,812,330	(267,804)	-3.78%
TOTAL ENTERPRISE FUNDS	47,365,790	56,905,210	50,742,084	58,972,703	2,067,493	3.63%
TOTAL REVENUES	$ 124,220,244	172,079,408	137,960,342	157,265,752	(14,716,156)	-8.55%

CITY OF FLAGSTAFF
SUMMARY BY FUNDING OF OTHER FINANCING SOURCES
AND INTERFUND TRANSFERS
FISCAL YEAR 2014-2015

FUND	PROCEEDS FROM OTHER FINANCING SOURCES	INTERFUND TRANSFERS IN	INTERFUND TRANSFERS OUT
GENERAL FUND	$ -	3,524,656	9,798,047
SPECIAL REVENUE FUNDS			
Library Fund	-	1,663,951	289,196
Highway User Revenue Fund	-	9,630,626	20,701
Transportation Fund	-	-	8,659,285
FUTS Fund	-	550,000	-
Beautification Fund	-	-	426,139
Economic Development	-	251,000	-
Tourism Fund	-	-	140,907
Recreation-BBB Fund	-	-	2,024,447
Housing & Community Services	-	-	152,500
MPO	-	22,500	-
Total Special Revenue Funds	-	12,118,077	11,713,175
DEBT SERVICE FUNDS			
Secondary Property Tax Fund	-	-	7,496,194
G.O. Bond Fund	-	7,496,194	-
Total Debt Service Funds	-	7,496,194	7,496,194
CAPITAL PROJECTS FUNDS			
G.O. Bond Funded Projects	16,200,000	5,050,896	-
Municipal Facilities Corporation	7,462,500	2,320,000	-
Total Capital Projects Funds	23,662,500	7,370,896	-
ENTERPRISE FUNDS			
Water and Wastewater Fund	-	-	499,693
Stormwater Utility	-	3,538,796	396,613
Airport Fund	-	807,000	16,784
Solid Waste Fund	3,930,000	-	4,977,083
Sustainability and Environmental Mgmt	-	220,000	233,730
Flagstaff Housing Authority	-	55,700	-
Total Enterprise Funds	3,930,000	4,621,496	6,123,903
TOTAL ALL FUNDS	$ 27,592,500	35,131,319	35,131,319

CITY OF FLAGSTAFF
SUMMARY BY DIVISION OF EXPENDITURES/EXPENSES WITHIN EACH FUND
COMPARISON OF FISCAL YEAR 2014 AND 2015
(WITH ACTUAL FOR FISCAL YEAR 2013)

FUND/DIVISION	ACTUAL EXPENDITURES/ EXPENSES 2012-2013	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2013-2014	ESTIMATED ACTUAL EXPENDITURES/ EXPENSES 2013-2014	PROPOSED BUDGETED EXPENDITURE/ EXPENSE 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
GENERAL FUND						
General Administration	$ 7,645,383	8,470,643	8,161,891	9,115,681	645,038	7.6%
Community Development	3,717,118	4,293,997	4,275,997	4,350,389	56,392	1.3%
Management Services	3,040,627	3,171,917	3,169,917	3,357,893	185,976	5.9%
Fire	9,908,235	10,304,847	10,304,847	10,740,696	435,849	4.2%
Police	15,968,273	17,556,777	17,546,854	18,378,086	821,309	4.7%
Public Works	4,991,648	10,674,003	8,884,957	11,344,740	670,737	6.3%
Economic Vitality	171,783	612,978	612,978	464,303	(148,675)	(24.3%)
Community Enrichment	3,206,917	-	-	-	-	0.0%
Non-departmental	(2,319,701)	3,568,519	1,550,482	(1,810,489)	(5,379,008)	(150.7%)
Contingency	20,926	1,565,000	215,000	1,475,000	(90,000)	(5.8%)
Total General Fund	46,351,209	60,218,681	54,722,923	57,416,299	(2,802,382)	(4.7%)
SPECIAL REVENUE FUNDS						
LIBRARY FUND						
General Administration	150,716	148,678	148,678	176,085	27,407	18.4%
Management Services	134,552	7,025,781	5,073,267	7,182,596	156,815	2.2%
Public Works	87,664	81,044	81,044	68,965	(12,079)	(14.9%)
Economic Vitality	27,272	14,800	14,800	14,909	109	0.7%
Community Enrichment	4,976,235	-	-	-	-	0.0%
Non-departmental	93,095	89,293	89,293	77,765	(11,528)	(12.9%)
Contingency	258	222,000	-	100,000	(122,000)	(55.0%)
	5,469,792	7,581,596	5,407,082	7,620,320	38,724	0.5%
HIGHWAY USER REVENUE FUND						
General Administration	118,391	109,645	109,645	151,660	42,015	38.3%
Community Development	3,267,660	7,310,840	3,195,359	7,929,401	618,561	8.5%
Management Services	73,428	66,108	66,108	91,171	25,063	37.9%
Public Works	5,868,177	9,408,233	8,289,321	10,639,677	1,231,444	13.1%
Economic Vitality	24,888	13,892	13,892	14,496	604	4.3%
Non-departmental	85,536	88,851	88,851	116,557	27,706	31.2%
Contingency	-	100,000	-	100,000	-	0.0%
	9,438,080	17,097,569	11,763,176	19,042,962	1,945,393	11.4%
TRANSPORTATION FUND						
General Administration	52,014	41,592	41,592	39,239	(2,353)	(5.7%)
Management Services	215,009	251,419	251,419	265,318	13,899	5.5%
Public Works	-	-	-	12,822	12,822	0.0%
Economic Vitality	7,789	5,455	5,455	2,952	(2,503)	(45.9%)
Non-departmental	6,225,715	6,943,202	5,233,923	5,738,735	(1,204,467)	(17.3%)
Contingency	-	-	-	2,000,000	2,000,000	0.0%
	6,500,527	7,241,668	5,532,389	8,059,066	817,398	11.3%
FUTS FUND						
Community Development	-	3,446,341	321,526	2,871,134	(575,207)	(16.7%)
	-	3,446,341	321,526	2,871,134	(575,207)	(16.7%)
BEAUTIFICATION FUND						
Community Development	759,757	-	-	-	-	0.0%
Economic Vitality	776,837	2,794,669	586,485	3,168,036	373,367	13.4%
Reserve/Contingency	-	10,000	-	10,000	-	0.0%
	1,536,594	2,804,669	586,485	3,178,036	373,367	13.3%
ECONOMIC DEVELOPMENT FUND						
Economic Vitality	1,030,408	968,885	907,955	985,206	16,321	1.7%
Reserve/Contingency	7,033	45,000	-	170,070	125,070	277.9%
	1,037,441	1,013,885	907,955	1,155,276	141,391	13.9%
			-			

CITY OF FLAGSTAFF
SUMMARY BY DIVISION OF EXPENDITURES/EXPENSES WITHIN EACH FUND
COMPARISON OF FISCAL YEAR 2014 AND 2015
(WITH ACTUAL FOR FISCAL YEAR 2013)

FUND/DIVISION	ACTUAL EXPENDITURES/ EXPENSES 2012-2013	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2013-2014	ESTIMATED ACTUAL EXPENDITURES/ EXPENSES 2013-2014	PROPOSED BUDGETED EXPENDITURE/ EXPENSE 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
TOURISM FUND						
Economic Vitality	$ 1,688,004	1,879,658	1,891,958	1,942,800	63,142	3.4%
Reserve/Contingency	19,420	50,000	-	50,000	-	0.0%
	1,707,424	1,929,658	1,891,958	1,992,800	63,142	3.3%
ARTS AND SCIENCE FUND						
Economic Vitality	395,587	642,206	408,806	621,023	(21,183)	(3.3%)
Reserve/Contingency	1,605	10,000	-	10,000	-	0.0%
	397,192	652,206	408,806	631,023	(21,183)	(3.2%)
RECREATION-BBB FUND						
Public Works	-	1,100,000	34,791	2,664,460	1,564,460	142.2%
HOUSING AND COMMUNITY SERVICES FUND						
Community Development	1,472,673	2,740,457	751,891	2,783,066	42,609	1.6%
Non-departmental	27,322	38,284	32,284	39,966	1,682	4.4%
	1,499,995	2,778,741	784,175	2,823,032	44,291	1.6%
METRO PLANNING ORG FUND						
Community Development	279,163	666,445	372,501	903,425	236,980	35.6%
Non-departmental	17,260	21,126	21,126	21,654	528	2.5%
Contingency	-	250,000	-	250,000	-	0.0%
	296,423	937,571	393,627	1,175,079	237,508	25.3%
EDA REVOLVING LOAN FUND						
Economic Vitality	-	220,000	-	220,000	-	0.0%
	-	220,000	-	220,000	-	0.0%
Total Special Revenue Funds	27,883,468	46,803,904	28,031,970	51,433,188	4,629,284	9.9%
DEBT SERVICE FUNDS						
GENERAL OBLIGATION BONDS FUND						
Non-departmental	4,289,412	7,460,125	7,045,125	7,496,194	36,069	0.5%
SPECIAL ASSESSMENT BONDS FUND						
Non-departmental	905,475	905,600	902,850	740,850	(164,750)	(18.2%)
Total Debt Service Funds	5,194,887	8,365,725	7,947,975	8,237,044	(128,681)	(1.5%)
CAPITAL PROJECT FUNDS						
G.O. BONDS FUNDED PROJECTS FUND						
Non-departmental	10,299,536	49,203,033	18,176,690	32,724,917	(16,478,116)	(33.5%)
MUNICIPAL FACILITIES CORP FUND						
Non-departmental	51,338	13,074,250	579,059	14,478,509	1,404,259	10.7%
Total Capital Projects Funds	10,350,874	62,277,283	18,755,749	47,203,426	(15,073,857)	(24.2%)
ENTERPRISE FUNDS						
WATER AND WASTEWATER FUND						
General Administration	626,188	621,261	621,261	644,370	23,109	3.7%
Management Services	915,248	857,869	857,869	967,305	109,436	12.8%
Public Works	59,122	48,039	48,039	36,925	(11,114)	(23.1%)
Economic Vitality	73,918	44,347	44,347	49,629	5,282	11.9%
Utilities	18,794,799	26,946,257	19,879,280	33,474,920	6,528,663	24.2%
Non-departmental	263,254	270,184	270,184	370,377	100,193	37.1%
Contingency	92,667	1,800,000	-	1,800,000	-	0.0%
	20,825,196	30,587,957	21,720,980	37,343,526	6,755,569	22.1%

CITY OF FLAGSTAFF
SUMMARY BY DIVISION OF EXPENDITURES/EXPENSES WITHIN EACH FUND
COMPARISON OF FISCAL YEAR 2014 AND 2015
(WITH ACTUAL FOR FISCAL YEAR 2013)

FUND/DIVISION	ACTUAL EXPENDITURES/ EXPENSES 2012-2013	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2013-2014	ESTIMATED ACTUAL EXPENDITURES/ EXPENSES 2013-2014	PROPOSED BUDGETED EXPENDITURE/ EXPENSE 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
AIRPORT FUND						
General Administration	$ 62,750	61,759	61,759	55,329	(6,430)	(10.4%)
Management Services	119,449	94,151	94,151	81,024	(13,127)	(13.9%)
Public Works	125,633	105,195	105,195	52,146	(53,049)	(50.4%)
Economic Vitality	2,467,914	9,432,657	5,451,530	9,513,448	80,791	0.9%
Non-departmental	57,063	59,662	59,662	44,964	(14,698)	(24.6%)
Contingency	16,023	500,000	100,000	500,000	-	0.0%
	2,848,832	10,253,424	5,872,297	10,246,911	(6,513)	(0.1%)
SOLID WASTE						
General Administration	398,292	425,155	425,155	358,624	(66,531)	(15.6%)
Management Services	376,834	323,645	323,645	349,621	25,976	8.0%
Public Works	11,046,304	9,508,438	8,735,957	11,327,142	1,818,704	19.1%
Economic Vitality	61,828	44,291	44,291	35,471	(8,820)	(19.9%)
Non-departmental	244,599	282,110	282,110	272,975	(9,135)	(3.2%)
Contingency	53,769	612,000	-	612,000	-	0.0%
	12,181,626	11,195,639	9,811,158	12,955,833	1,760,194	15.7%
SUSTAINABILITY AND ENVIRONMENTAL MGMT						
General Administration	-	18,020	18,020	41,635	23,615	131.0%
Management Services	-	21,367	21,367	19,186	(2,181)	(10.2%)
Public Works	-	887,221	934,445	944,622	57,401	6.5%
Economic Vitality	-	4,628	4,628	1,735	(2,893)	(62.5%)
Non-departmental	-	18,560	18,560	10,905	(7,655)	(41.2%)
Contingency	-	-	-	30,000	30,000	0.0%
	-	949,796	997,020	1,048,083	98,287	10.3%
STORMWATER UTILITY FUND						
General Administration	38,734	37,905	37,905	38,614	709	1.9%
Community Development	-	-	-	-	-	0.0%
Management Services	50,435	53,860	53,860	42,471	(11,389)	(21.1%)
Public Works	10,921	9,626	9,626	11,663	2,037	21.2%
Economic Vitality	3,782	2,035	2,035	2,183	148	7.3%
Utilities	1,394,536	5,508,079	1,902,466	5,132,723	(375,356)	(6.8%)
Non-departmental	15,138	14,022	14,022	18,312	4,290	30.6%
Contingency	4,408	10,000	10,000	10,000	-	0.0%
	1,517,954	5,635,527	2,029,914	5,255,966	(379,561)	(6.7%)
FLAGSTAFF HOUSING AUTHORITY						
Community Development	5,675,976	6,183,620	6,230,784	6,042,876	(140,744)	(2.3%)
Contingency	-	1,001,250	-	1,001,250	-	0.0%
	5,675,976	7,184,870	6,230,784	7,044,126	(140,744)	
Total Enterprise Funds	43,049,584	65,807,213	46,662,153	73,894,445	8,087,232	12.3%
TOTAL ALL FUNDS	$ 132,830,022	243,472,806	156,120,770	238,184,402	(5,288,404)	(2.2%)

CITY OF FLAGSTAFF
BUDGET SUMMARY BY DIVISION OF EXPENDITURES
COMPARISON OF FISCAL YEAR 2014 AND 2015
(WITH ACTUAL FOR FISCAL YEAR 2013)

DIVISION/FUND	ACTUAL EXPENDITURES/ EXPENSES 2012-2013	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2013-2014	ESTIMATED ACTUAL EXPENDITURES/ EXPENSES 2013-2014	PROPOSED BUDGETED EXPENDITURE/ EXPENSE * 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
GENERAL ADMINISTRATION						
General Fund	$ 7,645,383	8,470,643	8,161,891	9,115,681	645,038	7.6%
Library Fund	150,716	148,678	148,678	176,085	27,407	18.4%
HURF Fund	118,391	109,645	109,645	151,660	42,015	38.3%
Transportation Fund	52,014	41,592	41,592	39,239	(2,353)	(5.7%)
Water and Wastewater Fund	626,188	621,261	621,261	644,370	23,109	3.7%
Airport	62,750	61,759	61,759	55,329	(6,430)	(10.4%)
Solid Waste Fund	398,292	425,155	425,155	358,624	(66,531)	(15.6%)
Sustainability & Environment Mgmt Fund	-	18,020	18,020	41,635	23,615	131.0%
Stormwater Utility Fund	38,734	37,905	37,905	38,614	709	1.9%
TOTAL	9,092,468	9,934,658	9,625,906	10,621,237	686,579	6.9%
COMMUNITY DEVELOPMENT						
General Fund	3,717,118	4,293,997	4,275,997	4,350,389	56,392	1.3%
HURF Fund	3,267,660	7,310,840	3,195,359	7,929,401	618,561	8.5%
FUTS Fund	-	3,446,341	321,526	2,871,134	(575,207)	(16.7%)
Beautification Fund	759,757	-	-	-	-	0.0%
Housing and Community Services Fund	1,472,673	2,740,457	751,891	2,783,066	42,609	1.6%
Metro Planning Organization Fund	279,163	666,445	372,501	903,425	236,980	35.6%
Flagstaff Housing Authority	5,675,976	6,183,620	6,230,784	6,042,876	(140,744)	(2.3%)
TOTAL	15,172,347	24,641,700	15,148,058	24,880,291	238,591	1.0%
MANAGEMENT SERVICES						
General Fund	3,040,627	3,171,917	3,169,917	3,357,893	185,976	5.9%
Library Fund	134,552	7,025,781	5,073,267	7,182,596	156,815	2.2%
HURF Fund	73,428	66,108	66,108	91,171	25,063	37.9%
Transportation Fund	215,009	251,419	251,419	265,318	13,899	5.5%
Water and Wastewater Fund	915,248	857,869	857,869	967,305	109,436	12.8%
Airport Fund	119,449	94,151	94,151	81,024	(13,127)	(13.9%)
Solid Waste Fund	376,834	323,645	323,645	349,621	25,976	8.0%
Sustainability & Environment Mgmt Fund	-	21,367	21,367	19,186	(2,181)	(10.2%)
Stormwater Utility Fund	50,435	53,860	53,860	42,471	(11,389)	(21.1%)
TOTAL	4,925,582	11,866,117	9,911,603	12,356,585	490,468	4.1%
FIRE						
General Fund	9,908,235	10,304,847	10,304,847	10,740,696	435,849	4.2%
TOTAL	9,908,235	10,304,847	10,304,847	10,740,696	435,849	4.2%
POLICE						
General Fund	15,968,273	17,556,777	17,546,854	18,378,086	821,309	4.7%
TOTAL	15,968,273	17,556,777	17,546,854	18,378,086	821,309	4.7%
PUBLIC WORKS						
General Fund	4,991,648	10,674,003	8,884,957	11,344,740	670,737	6.3%
Library Fund	87,664	81,044	81,044	68,965	(12,079)	(14.9%)
HURF Fund	5,868,177	9,408,233	8,289,321	10,639,677	1,231,444	13.1%
Transportation Fund	-	-	-	12,822	12,822	0.0%
Recreation-BBB Fund	-	1,100,000	34,791	2,664,460	1,564,460	142.2%
Water and Wastewater Fund	59,122	48,039	48,039	36,925	(11,114)	(23.1%)
Airport Fund	125,633	105,195	105,195	52,146	(53,049)	(50.4%)
Solid Waste Fund	11,046,304	9,508,438	8,735,957	11,327,142	1,818,704	19.1%
Sustainability & Environment Mgmt Fund	-	887,221	934,445	944,622	57,401	6.5%
Stormwater Utility Fund	10,921	9,626	9,626	11,663	2,037	21.2%
TOTAL	22,189,469	31,821,799	27,123,375	37,103,162	5,281,363	16.6%

CITY OF FLAGSTAFF
BUDGET SUMMARY BY DIVISION OF EXPENDITURES
COMPARISON OF FISCAL YEAR 2014 AND 2015
(WITH ACTUAL FOR FISCAL YEAR 2013)

DIVISION/FUND	ACTUAL EXPENDITURES/ EXPENSES 2012-2013	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2013-2014	ESTIMATED ACTUAL EXPENDITURES/ EXPENSES 2013-2014	PROPOSED BUDGETED EXPENDITURE/ EXPENSE * 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
ECONOMIC VITALITY						
General Fund	$ 171,783	612,978	612,978	464,303	(148,675)	(24.3%)
Library Fund	27,272	14,800	14,800	14,909	109	0.7%
HURF Fund	24,888	13,892	13,892	14,496	604	4.3%
Transportation Fund	7,789	5,455	5,455	2,952	(2,503)	(45.9%)
Beautification Fund	776,837	2,794,669	586,485	3,168,036	373,367	13.4%
Economic Development Fund	1,030,408	968,885	907,955	985,206	16,321	1.7%
EDA Revolving Loan Fund	-	220,000	-	220,000	-	0.0%
Tourism Fund	1,688,004	1,879,658	1,891,958	1,942,800	63,142	3.4%
Arts and Science Fund	395,587	642,206	408,806	621,023	(21,183)	(3.3%)
Water and Wastewater Fund	73,918	44,347	44,347	49,629	5,282	11.9%
Airport Fund	2,467,914	9,432,657	5,451,530	9,513,448	80,791	0.9%
Solid Waste Fund	61,828	44,291	44,291	35,471	(8,820)	(19.9%)
Sustainability & Environment Mgmt Fund	-	4,628	4,628	1,735	(2,893)	(62.5%)
Stormwater Utility Fund	3,782	2,035	2,035	2,183	148	7.3%
TOTAL	6,730,010	16,680,501	9,989,160	17,036,191	355,690	2.1%
COMMUNITY ENRICHMENT						
General Fund	3,206,917	-	-	-	-	0.0%
Library Fund	4,976,235	-	-	-	-	0.0%
TOTAL	8,183,152	-	-	-	-	0.0%
UTILITIES						
Water and Wastewater Fund	18,794,799	26,946,257	19,879,280	33,474,920	6,528,663	24.2%
Stormwater Utility Fund	1,394,536	5,508,079	1,902,466	5,132,723	(375,356)	(6.8%)
TOTAL	20,189,335	32,454,336	21,781,746	38,607,643	6,153,307	19.0%
NON-DEPARTMENTAL						
General Fund	(2,319,701)	3,568,519	1,550,482	(1,810,489)	(5,379,008)	(150.7%)
Library Fund	93,095	89,293	89,293	77,765	(11,528)	(12.9%)
HURF Fund	85,536	88,851	88,851	116,557	27,706	31.2%
Transportation Fund	6,225,715	6,943,202	5,233,923	5,738,735	(1,204,467)	(17.3%)
Housing and Community Services Fund	27,322	38,284	32,284	39,966	1,682	4.4%
Metro Planning Organization Fund	17,260	21,126	21,126	21,654	528	2.5%
General Obligation Bonds Fund	4,289,412	7,460,125	7,045,125	7,496,194	36,069	0.5%
Special Assessment Bonds Fund	905,475	905,600	902,850	740,850	(164,750)	(18.2%)
G.O. Bonds Funded Projects Fund	10,299,536	49,203,033	18,176,690	32,724,917	(16,478,116)	(33.5%)
Municipal Facilities Corp Fund	51,338	13,074,250	579,059	14,478,509	1,404,259	10.7%
Water and Wastewater Fund	263,254	270,184	270,184	370,377	100,193	37.1%
Airport Fund	57,063	59,662	59,662	44,964	(14,698)	(24.6%)
Solid Waste Fund	244,599	282,110	282,110	272,975	(9,135)	(3.2%)
Sustainability & Environment Mgmt Fund	-	18,560	18,560	10,905	(7,655)	(41.2%)
Stormwater Utility Fund	15,138	14,022	14,022	18,312	4,290	30.6%
TOTAL	20,255,042	82,036,821	34,364,221	60,342,191	(21,694,630)	(26.4%)

CITY OF FLAGSTAFF
BUDGET SUMMARY BY DIVISION OF EXPENDITURES
COMPARISON OF FISCAL YEAR 2014 AND 2015
(WITH ACTUAL FOR FISCAL YEAR 2013)

DIVISION/FUND	ACTUAL EXPENDITURES/ EXPENSES 2012-2013	ADOPTED BUDGETED EXPENDITURE/ EXPENSE 2013-2014	ESTIMATED ACTUAL EXPENDITURES/ EXPENSES 2013-2014	PROPOSED BUDGETED EXPENDITURE/ EXPENSE * 2014-2015	CHANGE (BDGT-BDGT)	% CHANGE
RESERVES/CONTINGENCIES						
General Fund	$ 20,926	1,565,000	215,000	1,475,000	(90,000)	(5.8%)
Library Fund	258	222,000	-	100,000	(122,000)	(55.0%)
HURF Fund	-	100,000	-	100,000	-	0.0%
Transporation Fund	-	-	-	2,000,000	2,000,000	0.0%
Beautification Fund	-	10,000	-	10,000	-	0.0%
Economic Development Fund	7,033	45,000	-	170,070	125,070	277.9%
Tourism Fund	19,420	50,000	-	50,000	-	0.0%
Arts and Science Fund	1,605	10,000	-	10,000	-	0.0%
Metro Planning Organization Fund	-	250,000	-	250,000	-	0.0%
Water and Wastewater Fund	92,667	1,800,000	-	1,800,000	-	0.0%
Airport Fund	16,023	500,000	100,000	500,000	-	0.0%
Solid Waste Fund	53,769	612,000	-	612,000	-	0.0%
Stormwater Utility Fund	4,408	10,000	10,000	10,000	-	0.0%
Sustainablity & Environmental Mgmt Fund	-	-	-	30,000	30,000	0.0%
Flagstaff Housing Authority Fund	-	1,001,250	-	1,001,250	-	0.0%
TOTAL	216,109	6,175,250	325,000	8,118,320	1,943,070	31.5%
ALL FUNDS TOTAL	$ 132,830,022	243,472,806	156,120,770	238,184,402	-5,288,404	(2.2%)

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

CITY OF FLAGSTAFF
FULL-TIME EMPLOYEE AND PERSONNEL COMPENSATION
FISCAL YEAR 2015

FUND	FULL-TIME EQUIVALENTS (FTE) 2014-2015	EMPLOYEE SALARIES AND HOURLY COSTS 2014-2015	RETIREMENT COSTS 2014-2015	HEALTHCARE COSTS 2014-2015	OTHER BENEFIT COSTS 2014-2015		TOTAL ESTIMATED PERSONNEL COMPENSATION 2014-2015
GENERAL FUND	530.77	$ 30,851,780	$ 6,544,141	$ 3,404,527	$ 2,585,095	=	$ 43,385,543
SPECIAL REVENUE FUNDS							
Library	52.40	2,193,215	230,919	315,985	167,793	=	2,907,912
HURF	35.92	1,578,899	161,813	184,656	214,493		2,139,861
Beautification	1.25	104,843	12,108	9,694	8,018		134,663
Economic Development	2.25	171,592	19,931	16,379	13,754		221,656
Tourism	14.18	689,648	74,287	79,243	52,984		896,162
Housing and Comm Services	1.00	51,749	6,003	406	4,160		62,318
Metro Planning Organization	2.88	212,642	22,359	17,763	16,066		268,830
Total Special Revenue Funds	109.88	5,002,588	527,420	624,126	477,268	=	6,631,402
ENTERPRISE FUNDS							
Water & Wastewater	63.75	3,813,251	430,375	452,240	347,915	=	5,043,781
Airport	9.75	500,384	155,968	52,312	35,520		744,184
Stormwater	4.75	340,969	37,761	27,408	27,918		434,056
Solid Waste	47.05	2,319,025	260,999	315,666	264,201		3,159,891
Sustainability & Environmental Mgmt	8.00	421,819	48,696	56,538	36,059		563,112
Flagstaff Housing Authority	22.00	1,325,229	146,360	154,996	125,321		1,751,906
Total Enterprise Funds	155.30	8,720,677	1,080,159	1,059,160	836,934	=	11,696,930
CAPITAL PROJECTS FUNDS							
G.O. Bond Funded Projects	0.50	56,536	20,362	4,489	2,813	=	84,200
Total Special Revenue Funds	0.50	56,536	20,362	4,489	2,813	=	84,200
TOTAL ALL FUNDS	796.45	$ 44,631,581	$ 8,172,082	$ 5,092,302	$ 3,902,110	=	$ 61,798,075

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Manager
Co-Submitter:	Rick Tadder, Finance Director
Date:	06/09/2014
Meeting Date:	06/17/2014

TITLE:

Consideration and Adoption of Ordinance No. 2014-12: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2015.

RECOMMENDED ACTION:

Meeting of June 17, 2014
1) Read Ordinance No. 2014-12 by title only for the first time
2) City Clerk reads Ordinance No. 2014-12 by title only (if approved above)
Meeting of July 1, 2014
3) Read Ordinance No. 2014-12 by title only for the final time
4) City Clerk reads Ordinance No. 2014-12 by title only (if approved above)
5) Adopt Ordinance No. 2014-12

Policy Decision or Reason for Action:

Arizona Revised Statute 42-17104 requires that an Ordinance to adopt property tax levies be passed after the adoption of the final budget. The final budget is anticipated to be adopted on June 17, 2014.

Financial Impact:

The City of Flagstaff is proposing a flat primary property levy on existing properties for the FY2014-2015 base levy of $5,520,173 plus the new construction levy of $41,567 for a total levy of $5,561,740. The primary property tax rate to support this levy is $0.8418 per $100 of assessed valuation.

The City of Flagstaff proposing a flat tax rate for secondary property taxes for FY2014-2015 for a total levy of $5,611,045. The proposed secondary property tax rate is $0.8366 per $100 of assessed valuation.

Connection to Council Goal:

Effective governance

Has There Been Previous Council Decision on This:

- December Budget Retreat on December 4, 2013
- Mini Budget Retreat on January 23, 2014
- February Budget Retreat on February 10, 2014
- Council Budget Meetings on April 23, 24 and 25, 2014.
- Tentative Budget Adoption on June 3, 2014
- Final Budget Adoption on June 17, 2014

Options and Alternatives:

- Adopt the primary and secondary property tax rates at the proposed amounts,
- Adopt the primary property levy up to the maximum statutory levy; adopt the secondary property tax rate at something greater than proposed above
- Adopt the primary and secondary property tax rates at something less than that shown above.

Background/History:

Both the State Constitution and State law specify a property tax levy limitation system. This system consists of two levies, a limited levy known as the primary property tax levy and an unlimited levy referred to as the secondary property tax levy. The primary levy may be imposed for all purposes, while the secondary levy in cities and towns may only be used to retire the principal and interest or redemption charges on general obligation bonded indebtedness.

The adoption of the property tax levy is the final step in the entire budget approval process.

Key Considerations:

The key dates for budget and property tax levy adoption have been determined and have been followed throughout this process. The County adopts the property tax levy as proposed by the City on or about August 1, 2014.

Expanded Financial Considerations:

The City has budgeted a total of $5,435,325 in FY2014-2015 primary property tax, an approximate 1.5% increase over the FY2013-2014 budget. This increase is due to new construction and reduced delinquencies. Primary property tax funds any general purpose use of the city government. The budgeted amount is less than the levy as the City is allowing for approximately 2% in bad debt.

Statutorily, the maximum allowable primary property levy for FY2014-2015 is $5,901,999. The City can capture this additional levy in future budget years if Council so directs.

The City has budgeted a total of $5,611,045 in FY2014-2015 secondary property tax, an approximate 1.46% increase over the FY2013-2014 budget. The increase is directly related to the increased assessed valuation and new construction. Secondary property tax funds general obligation debt and debt is issued to manage within the levy.

Five years historical data is shown below:

Property Tax Rates	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014	FY 2014-2015 Proposed
Primary	$0.6479	0.6917	0.7131	0.8429	0.8418
Secondary	0.8366	0.8366	0.8366	0.8366	0.8366
Total	$ 1.4845	1.5283	1.5497	1.6795	1.6784

Primary property taxes account for 10.4% of the General Fund revenues budgeted for FY2014-2015.

Community Benefits and Considerations:

Primary property taxes support a number of City services including public safety, parks and recreation, other public works services, and general administrative and management functions within the city.

Secondary property taxes support the debt service payment on numerous city capital projects including: Aquaplex, Fire Stations, Open Space, numerous street/utility projects, Forest Restoration and the future Core Facility as well as many others.

Community Involvement:

Inform & Involve: Budget legal schedules were published in the June 5, 2014 and June 12, 2014 Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website. A public hearing on June 17, 2014 for both the final budget adoption and the property tax levy is open for public comment and allows citizens to provide input.

Attachments: ORD 2014-12

ORDINANCE NO. 2014-12

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2015

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2014-2015 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

ENACTMENTS:

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

SECTION 1. There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.8418 for the fiscal year ending on the 30th day of June, 2015. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8366 for the fiscal year ending June 30, 2015.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 1, 2014.

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:	Steve Zimmerman, Parks Manager
Date:	06/09/2014
Meeting Date:	06/17/2014

TITLE:

Consideration and Adoption of Resolution No. 2014-18: A resolution of the City of Flagstaff, Arizona establishing a Donation and Memorial Program for the City's Parks within the City Memorial Policy.

RECOMMENDED ACTION:

1) Read Resolution No. 2014-18 by title only
2) City Clerk reads Resolution No. 2014-18 by title only (if approved above)
3) Adopt Resolution No. 2014-18

Policy Decision or Reason for Action:

Current memorial policy (Resolution NO. 2001-73) does not address donations that would significantly impact or change the use of City parks and their open spaces from their intended purpose. The current policy only addresses the renaming of a public facility that may recognize an individual or organization for their financial support or civic service. The proposed Ordinance will establish criteria by which the City can accept donations that provide a community benefit if supported by the community. It would also allow the denial of a proposal or projects that do not demonstrate a community benefit that and are not viewed as the typical park-type amenity commonly found in parks, or does not represent the community values. Park lands and their open spaces are highly valued by the community as a gathering place where the community can come together to engage in recreational and leisure activities. The proposed Ordinance is intended to expand on the current memorial policy.

Financial Impact:

There will be no financial impacts with the adoption of this resolution.

Connection to Council Goal:

1. Effective governance

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Option 1) Do not approve the resolution and continue to use existing policy.
Option 2) Approve the resolution

Background/History:

On February 28, 2013, representatives from the Jack's Little Brother (JLB) Project presented to the Parks and Recreation Commission, asking to establish a Children's Memorial Area in Foxglenn Park. JLB Project is a non-profit organization offering supportive care to families who have lost a child to miscarriage, stillbirth or infant death This memorial would memorialize these children and be a place when families could come together in the grieving process. The estimated cost to develop and construct the area is $200,000. The JLB Project would assume all financial responsibility for the development, construction, infrastructure, and maintenance of the memorial. Funds for maintenance would be raised by JLB Project through community awareness campaigns, private donations, grants, and fundraisers.

The Commission questioned the idea of putting a solemn place in a park where people go to recreate and have a good time. Even though, JLB Project was commended for their work, there were concerns that other non-profit groups would come forward with the same type of requests, and that parks were not a place to support non-profit organizations, but to support a community in their recreation and leisure efforts. There were concerns that this would be a tremendous redirection of City park property and that this could be setting a new precedence and policy that would open the doors to others.

At the March 20, 2013, Parks and Recreation Commission meeting, staff reported that the City of Flagstaff does not have a policy addressing a project like this. As a governmental entity, the City of Flagstaff doesn't want to set precedence and has to stay on neutral ground when sending messages to the community, as messages can be implied and agreeing to a message means the City agrees and aligns with it. Staff recommended not to move forward with the proposal as presented, but asked whether some of the components of the plan could be "tweaked" or specific items removed which enable the project to then move forward within the policies already in place. The commission directed staff to continue to engage in dialogue with JLB in order for them to establish an acceptable proposal.

Throughout the ensuing months, staff continued working with the JLB Project on a new proposal. This proposal was presented to the Parks and Recreation Commission on December 18, 2013, as a discussion item. The Commission was more receptive to the proposal as presented. City staff determined that the City's existing Memorial or Renaming Ordinance doesn't apply to donations that change the intended use of open spaces within parks and there is a need to create a policy to help guide staff in accepting gifts and donations. The City's Legal staff was in the process of developing that plan, which would establish criteria for the City to accept these types of donations. The Commission was informed that the Ordinance would be reviewed at a future meeting.

The review of the "Proposed Resolution of the City of Flagstaff, Arizona Establishing a Donation and Memorial Program for the City's Parks was presented at the February 19, 2014, Parks and Recreation Commission meeting for discussion. They were supportive of the Resolution.

At the March 12, 2014, Parks and Recreation Commission meeting, the Commission unanimously voted to approve the resolution as presented with five (5) yea votes.

Expanded Financial Considerations:

none

Community Involvement:

Collaborate

Attachments: Resolution NO. 2001-73
Res. 2014-18

RESOLUTION NO. 2001-73

A RESOLUTION OF THE CITY OF FLAGSTAFF CITY COUNCIL ESTABLISHING A POLICY FOR NAMING OR CHANGING THE NAME OF CITY FACILITIES.

WHEREAS, selecting a name for a public facility is an important aspect of defining a community; and

WHEREAS, the Mayor and Council wish to establish criteria by which City of Flagstaff facilities are named;

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

SECTION 1. The Mayor and Council of the City of Flagstaff authorize a resolution to establish a policy for naming City of Flagstaff facilities. "City facilities" include, but are not limited to, buildings, portions or rooms of buildings, parks, streets, and special areas owned by the City in fee or dedicated to or by the City for the public's use or benefit.

SECTION 2. The procedure for naming City facilities is as follows:

1. All recommendations for a facility name shall be forwarded to the appropriate Commission, i.e., library facilities to Library Commission, parks to Parks and Recreation Commission, streets to Traffic Commission as applicable.

2. A person or group wishing to submit a request for consideration of a proposed name shall submit a written request for consideration to the City Manager or designee who shall forward the request to the appropriate Commission staff liaison. The written request will include the reason for the proposed name, indicate the level of community support for the

proposed name, and provide additional written materials for justification and or clarification.

3. Staff members affiliated with facility development may initiate efforts to solicit input from the community for suggested facility names. This may be accomplished through various means, and may include naming contests, ballots, public workshops, and similar participation processes.

4. The naming of a facility shall normally be done in conjunction with the community or neighborhood that will be served by the facility.

5. A new facility shall be named as early as possible. Ideally the facility is named prior to the beginning of design for development so that the facility/area takes on an early identification and allows for proper tracking during development. At the latest, the naming of a newly constructed facility shall be done to coincide with the completion of construction and/or dedication ceremonies.

6. The appropriate Commission shall process naming proposals in a manner to provide thorough review. The Commission shall forward no more than three recommendations for each facility to the City Council. The City Council may accept the recommendations and shall make a final selection, or return the matter to the Commission for further review.

SECTION 3. Acceptable criteria for names for City facilities are as follows:

1. The proposed name describes the geographical area where the facility is located.

2. The proposed name describes something specifically unique to Flagstaff or Northern Arizona (flora, fauna, geology, Native American or other cultural descriptive terminology).

3. The proposed name acknowledges significant financial support received from either an individual or an organization that pays for the land, facility construction, and/or on-going operating and maintenance needs of the facility. Commercial names shall not be used for permanent naming.

4. The proposed name acknowledges significant non-monetary support received from either an individual or an organization

that contributed in a definitive way to the betterment of the Flagstaff community and its citizens. The individual or organization must be accepted by the general public and/or the related professional field as a local, state, or national hero/contributor, or has had historical significance. If the proposed name is that of an individual, the person must have been deceased for two years.

5. Although not encouraged, facility names may be changed under extraordinary circumstances if justified and recommended by the Commission and approved by the City Council.

SECTION 4. The following topics, while related, are exempt from this policy:

1. Corporate Sponsorship. Financial sponsorship of a temporary nature will be addressed in a separate process.

2. Equipment Donations. A person or group may wish to donate a special piece of equipment to a facility. Plaque dedications, paid for by the donor in conjunction with the equipment, have traditionally been used and do not require formal naming considerations. The staff member with functional administrative responsibility for the respective facility, i.e. Library Director for library or Parks and Recreation Director for swimming pool, has the authority to determine the procedure for recognizing these contributions. The City of Flagstaff is not obligated to maintain donations of equipment in perpetuity.

3. Volunteer Labor and Beautification. A portion of a facility may be "adopted" by a person or group wishing to provide volunteer labor for maintenance and beautification of the facility. These facilities shall not be re-named for the individual or group; however, temporary signage may be installed to acknowledge the assistance of the individual or group.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 2nd day of October, 2001.

RESOLUTION NO. 2014-18

A RESOLUTION OF THE CITY OF FLAGSTAFF, ARIZONA ESTABLISHING A DONATION AND MEMORIAL PROGRAM FOR THE CITY'S PARKS

RECITALS:

WHEREAS, on occasion individuals or entities desire to present a donation to the City in the form of a park amenity, memorial or tribute to be placed in one of the City's parks; and

WHEREAS, it would benefit the City to have in place a policy, approved by the City Council, which addresses, in a uniform manner, the requirements and procedures for the City's acceptance of a park amenity, memorial or tribute; and

WHEREAS, the intent of this policy is to create a policy that is flexible and responsive to the needs of the community's donors while ensuring that only amenities, memorials or tributes that genuinely enhance and enrich the recreational and scenic aspects of the City's parks are accepted; and

WHEREAS, pursuant to Article I, Section 3, of the Flagstaff City Charter, the City may acquire both personal and real property, for any public purpose, through gift or donation.

ENACTMENTS:

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

Policy Objective

Any new gift or memorial will be expected to enhance a park without hindering the quality of the scenic and/or recreational space. This policy describes a process through which donors are encouraged to work with City staff to determine how a gift or memorial can enhance the experience of park users as well as meet the needs of a donor. In order to preserve the general nature of City parks, donors will be asked to broaden their search for an appropriate location by considering private property as well as public. The City's Public Works Division will more favorably consider accepting the donation of land specifically purchased for a gift or memorial than placing a gift or memorial in existing park space.

This policy also provides a method for defining the total cost of a gift or memorial and establishes a method through which donors will be asked to include within their donation the cost of design review, project coordination, construction oversight and part of the cost of ongoing maintenance. For purposes of this policy, "park" shall also include Citizen's Cemetery.

Accepting Gifts and Memorials

While gifts and memorials may enrich a park experience for users, park land itself is a very precious commodity. The City of Flagstaff considers our parks as complete, offering an unrestricted setting to encounter a wide range of experiences. It is the responsibility of the City's Public Works Division to preserve the open, tranquil quality of Flagstaff's parks. The goal of this policy is to ensure that limited available uncommitted space is used for park improvements that

support the mission of the City's Parks and Recreation Sections. Therefore, a thoughtful review process is provided to encourage gifts and donations that:

- Cover the total cost of a project;
- Is sensitive to all park users;
- Is sensitive to the design standards required for public spaces;
- Is sensitive to the long-term cost of maintenance and the distribution of maintenance money;
- Provides park improvements to park deficient neighborhoods.

The type of gifts and/or memorials that would be considered most acceptable by this policy includes:

- Public art of the highest quality that has been approved by the City's Beautification and Public Arts Commission, and
- Traditional park amenities and facilities that would contribute to Flagstaff's system of parks & recreation.

Any party wishing to locate a gift, memorial or tribute in a Flagstaff park should contact the City's Public Works Division at the earliest possible time for a consultation on the review and acceptance process.

Definitions

Memorial. An item, object or monument established to preserve the memory of a deceased person(s) or an event that occurred in the past.

Park Amenity. Typical park improvements that contribute to the traditional use of park land. Items include benches, play structures, picnic tables/shelters, sport facilities, trails, small plaques, etc.

Park. Any land, its landscaping and vegetation, devoted to park or recreational uses and owned, operated, or established by the City Council. For purposes of this policy, "park" shall also include Citizen's Cemetery and

Substantial gift, memorial or tribute. Anything other than a typical park amenity will be considered a substantial gift. Examples of a substantial gift, memorial or tribute include sculptures, permanent artwork, fountains, gardens and plazas.

Tribute. An item, object or gift designed to acknowledge the contributions of living people to society. Projects recognizing people with illnesses such as AIDS or cancer are considered tributes.

Review Process

GIFTS AND MEMORIALS AUTHORITY

Purpose: To review substantial gift, memorial or tribute proposals to ensure that the intent of this policy is properly applied.

Members: The membership of the Gifts and Memorials Authority shall consist of the City's Beautification & Public Art Commission and the Parks & Recreation Commission. For those proposals that include an architectural, cultural, economic, historic, social, or other aspect of the heritage of the City, as determined by the Historic Preservation Officer, the Heritage Preservation Commission shall be included in the Gifts and Memorials Authority. For purposes of fulfilling the duties set forth in this policy, each of the committees comprising the Gifts and Memorials Authority will convene as one body, if feasible, but, for purposes of conducting official business, will be governed by their respective rules and procedures.

CRITERIA FOR COMMITTEE REVIEW

The Gifts and Memorials Authority will be convened to review any proposal that meets any one of the following:

- Is for any "substantial gift, memorial or tribute" (see above definition)
- Is for a memorial that will attract the general public
- Does not meet an obvious park need or is not consistent with an approved master plan.
- Goes beyond the donation of an object or park amenity to include a spatial experience.

Meeting schedule: the Gifts & Memorials Authority will only be convened a maximum of two times a year to review proposals that meet the above criteria. Therefore, a proposal may have to wait up to six months for the review process to begin.

As donations and memorials vary greatly in their impact on parks, the review process should be tailored according to the proposal's complexity. There are three levels of review, which in some cases can be simplified.

<u>Early contact and research</u>

1. Sponsor should meet with Public Work's staff at the earliest possible time to discuss the review process for the specific proposal.
2. Preliminary research regarding land use and legal concerns, Master Plan requirements, potential community concerns and costs will be conducted by both the donor and staff. The Beautification and Public Arts Commission (BPAC) will be consulted to determine if the donation would be considered public art, in which case BPAC would first review the proposal for appropriateness to the public art collection.
3. Application submitted with information regarding intent of proposal, cost estimates, size, siting, timeline and a site drawing.
4.

<u>Initial Review of Proposal Concept</u>

This review is focused on the idea or concept. Design drawings are premature at this point.

1. Depending on the nature of the request, there are two options for review:

    a) TYPICAL PARK AMENITY: Public Works staff considers land use requirements, legal requirements, park design issues, potential public concern, maintenance issues, and recreational issues. Proposal is reviewed against approval criteria included in this policy. The true cost of proposal is estimated if appropriate at this stage of proposal's development.

b) SUBSTANTIAL GIFT, MEMORIAL OR TRIBUTE: The Gifts and Memorials Authority reviews the request in two separate meetings. The first offers the applicant an opportunity to present their ideas and hear feedback. The Authority will also give feedback regarding public input and Public Works staff will draft a public involvement plan. In the second meeting, the Authority will review the formal request from the sponsor in terms of the approval criteria included in this policy.

2. Public input will be gathered according to a plan approved by the City's Public Works Director.

3. Depending on the scale of the proposal, there are two possible courses:

   a) The Public Works Director approves or denies a "typical park amenity" proposal given consensus among all reviewers.

   b) The City's Public Works Director, in consultation with the Authority, approves or denies any "substantial gift, memorial or tribute" or proposals which increases the liability for the City, presents conflicts among user groups, or when there is no consensus among reviewers.

4. Letter sent to donor. If approved, an estimate of costs for further review is included.

<u>Design Review Process</u>

This process develops a specific design based on the successful completion of the concept review.

1. Determine cost of Project Management and negotiate this fee with donor.

2. The City assigns a Project Manager.

3. Project Manager works with donor to write a scope of work for a design professional. Scope of work must include review and approval from the City as well as a process for public input. Design firm is hired and scope of work managed by either the donor or the City's Project Manager.

4. If a Gifts & Memorials Authority was formed during the review, the final design is presented to that Authority for approval.

5. The City obtains required permits, which are paid for by the donor.

<u>Appeals process</u>

Since this is City policy, not a land use decision, there is no legal appeal associated with this policy. The Public Work Director's decision is final.

Approval Criteria

Approving or denying any gift, memorial or tribute is wholly within the discretion of the City's Public Works Division and no individual or organization has any right to make any improvement

or place any items in public parks, regardless of whether they think their proposal meets the following approval criteria. Approval criteria focus on three general categories:

Significance of event/person being memorialized or significance of a gift

- A person memorialized must have been deceased for a minimum of two years or an event must have occurred at least three years ago.
- The memorial has timeless qualities and makes a statement of significance to future generations.
- The memorial represents a person or event deemed significant to Flagstaff's history.
- The gift or memorial must be consistent with the mission of the City's Parks and Recreation Sections.

Location/Siting

Donors may be asked to broaden their search for an appropriate location and consider other public or privately owned spaces which may provide a more suitable location.

- The proposed site offers opportunities for enhancement without diminishing a park's ability to offer undefined space for quiet contemplation and/or spontaneous activities.
- The increased use of a park due to a gift or memorial is appropriate for the park's context and surrounding uses.
- The quality, scale, and character of the gift or memorial are at a level commensurate with the particular park setting. (Also to be considered during project design)
- There should be some specific geographic justification for the memorial being located in that spot.
- Alternative sites in rights-of-way, private property or other public property were considered and determined inappropriate.

Project Design

- Proposal must be in concurrence with the City of Flagstaff's Park Master Plan.
- The quality, scale, and character of the memorial are at a level commensurate with the particular park setting.
- Contributes to the aesthetic quality of the park setting.
- Reuse, rehabilitate or restore an existing park feature where appropriate.
- Addresses existing and/or future maintenance concerns by meeting the City's design standards and specifications.
- Meets the requirements of ADA by providing accessibility to all park users.
- Enhances a park by adding elements that add to identity and ambiance.
- The proposal does not create any public safety or security issues.

Maintenance Planning

Maintenance concerns should be a primary consideration, with adequate financial provision made for continued future maintenance. In all cases, permanent memorials should be made from materials that will withstand Flagstaff's winter climate. Proposals that include movable parts or technological elements will require additional consideration and review.

REQUIREMENTS

1. The donor will involve the City's Public Works Division at the earliest possible stage of proposal development, prior to a particular park site being contemplated.

2. At any point in the review process, the Public Works Director can halt the review process by denying the request.

3. If a design professional is to be hired by the donor, the City's Public Works Division must be involved in creating the scope of work and approving each design phase of the project.

4. The donor is responsible for complying with all federal, state and local laws, which might include competitive bidding and state prevailing wage laws.

5. Donor will bear the cost of all necessary permits, approvals, project management, design, installation, manufacture and maintenance of the gift or memorial, even if the City's Public Works Division provides these services. Budget details of these project elements will be spelled out in an agreement with the donor.

6. A revocable permit from the City will be required. Proof of general liability insurance and workers compensation insurance will be required from the contractor and/or organizations doing the installation.

7. No contingencies shall be placed on the acceptance of a gift by the donor. Acknowledgement of the donor in the form of a 5" x 8" plaque is allowed.

8. Improvements made in a public space become the property of the City and are subject to the laws, policies, and procedures that govern park property.

Funding the Total Project Costs

<u>Defining Project Review and Construction Management costs</u>

The following assumptions will be used to estimate the cost of City staff time that will be needed to ensure the project meets park specifications and is properly installed. These assumptions may be superseded by more specific estimates provided during the review process. The donor will be asked to cover 100% of these costs.

Design Review & Project Coordination Cost. Equals 3% of estimated construction cost.
Construction Oversight Cost. Equals 5% of estimated construction cost.
Park modifications and other incidental costs required because of the improvement. To be estimated during the review process outlined in this policy.

<u>Defining Annual Maintenance Costs</u>

The level of maintenance varies depending on the nature of the project. However, as a basic rule of thumb, annual maintenance equals 5% of construction cost. This assumption will be used to calculate annual O&M costs unless superseded by more specific estimates provided by City staff. The City's Public Works Director may update this assumption as needed.

If the donor will be maintaining the improvement, the above percentage does not apply, but there may still be maintenance costs that the City's Parks Section will estimate at the time of project review.

In-Kind Donations

In cases where the donor offers to make an in-kind donation rather than a cash donation, City staff will estimate the capital cost of the improvements and request a cash donation to cover the above cost components, using the same percentage assumptions.

Exceptions

In some cases it might be reasonable to ask the private party to cover a greater or lesser percentage of the maintenance. The City's Public Works Director may make exceptions based on the following criteria:

- The community's need for the improvement
- How much the amenity strengthens the park system as a whole
- Whether it is located in a park that is under-developed and lacking sufficient amenities
- The financial capacity of the donor
- Whether the annual maintenance cost is so low as to be negligible

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: Tiffany Antol, Planning Development Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Possible 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 June 17, 2014 Council Meeting:
1) Read Ordinance No. 2014-11 by title only for the first time
2) City Clerk reads Ordinance No. 2014-11 by title only for the first time (if approved above)
At the July 1, 2014 Council Meeting:
3) Read ordinance No. 2014-11 by title only for the final time
4) City Clerk reads Ordinance No. 2014-11 by title only for the final time (if approved above)
5) 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.

The Public Hearing on this application was held on May 20, 2014, with not public input received.

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 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 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.

The Planning and Zoning Commission conducted a Public Hearing on April 23, 2014. Notice of that Public hearing was provided in accordance with State Statute and the Zoning Code. At the Planning and Zoning Commission meeting, one member of the public had questions in regards to the case.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Zoning Map Amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2014-11.
- The City Council may approve the Zoning Map Amendment with conditions of approval.
- The City Council may deny the Zoning map Amendment.

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Kulina, Planning Development Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Approval of Preliminary Plat A request from Westglen MHP, LLC for approval of a preliminary plat for a 201 manufactured dwelling unit condominium subdivision on 27.9 acres located at 1450 W Kaibab Lane, within the Manufactured Housing (MH) zone.

RECOMMENDED ACTION:

The Planning and Zoning Commission reviewed this request at their meeting on May 28, 2014 and recommends approving the preliminary plat.

Policy Decision or Reason for Action:

The City Council will find, based on a recommendation from the Planning and Zoning Commission, that the proposed preliminary plat meets the requirements of the Zoning Code, the Subdivision Code, and the Engineering Design Standards and Specifications for New Infrastructure.

Financial Impact:

No financial liabilities are anticipated from the approval of this preliminary plat.

Connection to Council Goal:

Retain, expand, and diversify economic base

Has There Been Previous Council Decision on This:

No previous City Council decisions have been made related to the proposed preliminary plat or the subject property.

Options and Alternatives:

1) Approve the preliminary plat as recommended by the Planning and Zoning Commission.

2) Approve the preliminary plat with conditions.

3) Deny the preliminary plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

Westglen MHP, LLC is the property owner of record of 27.9 acres located approximately 950-feet east of the northeast corner of Thompson Street and Kaibab Lane (the “Subject Property”). The proposed preliminary plat subdivides the Subject Property into 201 manufactured dwelling unit condominium. The Owner describes the project as “land condominiums” where the manufactured home park is divided into airspace units in accordance with applicable State Statutes and City Codes governing condominiums. The primary reason for the pursuit of a condominium over a traditional subdivision was that existing infrastructure (i.e. roads, water, sewer, etc.) could not feasibly be reconfigured to conform to City requirements. Further, Arizona Revised Statute 33-1205 states that City codes shall not prohibit a condominium form of ownership or impose any requirement on a condominium that would not otherwise be imposed on a physically identical development under a different form of ownership. As proposed, the subdivision is only a change in the ownership structure of the existing manufactured home park. When the park was originally developed, it was done so in accordance with and conformance to existing codes. The proposed change in ownership does not alter the approved design or development standards of the park. Imposing adherence to new development standards would be in violation of State Statute.

Community Involvement:

Inform

The existing zoning allows for the proposed subdivision. No additional public hearings or public outreach are required as part of this application. The Planning and Zoning Commission reviewed and recommended approval of the preliminary plat at a public meeting on May 28, 2014.

Attachments:

- PZC Staff Report
- PrePlat Application
- Westglen Land Condominiums Narrative Letter
- Westglen Condominium Project Plan of Action and Condo Declarations
- Preliminary Plat
- Natural Resource Protection Plan

PLANNING AND DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PPPL2013-0001

DATE:	**May 21, 2014**
MEETING DATE:	**May 28, 2014**
REPORT BY:	**Brian Kulina, AICP**

REQUEST:

A Preliminary Plat request from Westglen MHP, LLC for a Preliminary Plat of 201 condominium units on 27.9 acres located at 1450 W Kaibab Lane, within the Manufactured Housing (MH) zone.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Preliminary Plat to the City Council with a recommendation for approval.

PRESENT LAND USE:

Manufactured home park

PROPOSED LAND USE:

Manufactured home condominium

NEIGHBORHOOD DEVELOPMENT:

North:	Burlington Northern Santa Fe railroad; Rural Residential (RR) zone
East:	Various light industrial and office uses; Light Industrial (LI) and Commercial Service (CS) zones
South:	Undeveloped and Maverik Gas Station; Highway Commercial (HC) zone
West:	West Village Estates; Manufactured Housing (MH) zone

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find that the proposed Preliminary Plat meets the requirement of the Zoning Code (City Code Title 10), the Subdivision Code (City Code Title 11), and the Engineering Design Standards and Specifications for New Infrastructure (City Code Title 13).

STAFF REVIEW:

Introduction and Discussion

Westglen MHP, LLC (the "Owner") is the property owner of record of 27.9 acres located approximately 950-feet east of the northeast corner of Thompson Street and Kaibab Lane (the "Subject Property"). The proposed preliminary plat subdivides the Subject Property into 201 condominium units. The Owner describes the project as "land condominiums" where the manufactured home park is divided into airspace units in accordance with applicable State Statues and City Codes governing condominiums. The primary reason for the pursuit of a condominium over a traditional subdivision was that existing infrastructure (i.e. roads, water, sewer, etc.) could not feasibly be reconfigured to conform to City requirements. Further, Arizona Revised Statute 33-1205 states that City codes shall not prohibit a condominium form of ownership or impose any

requirement on a condominium that would not otherwise be imposed on a physically identical development under a different form of ownership. As proposed, the subdivision is only a change in the ownership structure of the existing manufactured home park. When the park was originally developed, it was done so in accordance with and conformance to existing codes. The proposed change in ownership does not alter the approved design or development standards of the park. Imposing adherence to new development standards would be in violation of State Statute. As is discussed in the Density/Intensity/Development Standards section of this report, the Owner has worked with the City to resolve some outstanding non-conforming issues.

Flagstaff Area Regional Land Use and Transportation Plan

The Flagstaff Area Regional Land Use and Transportation Plan (RLUTP) designates the Subject Property as Medium Density Residential. The Medium Density Residential land use designation includes the development of manufactured and modular homes with a full range of urban services and infrastructure. It is the intention of the Owner to change the ownership structure of the manufactured home park while retaining the operation of the Subject Property as a residential development. The proposed plat is in conformance with the current land use designation.

ZONING REQUIREMENTS:

The Subject Property is currently zoned Manufactured Housing (MH). The intent of the MH zone is for orderly planned development of manufactured housing parks and subdivisions to accommodate manufactured houses. In accordance with Section 10-40.30.030.B of the Zoning Code (Page 40.30-6) identifies Manufactured Home, Manufactured Home Park, and Manufactured Home Subdivision as permitted uses within the MH zone. While a manufactured home land condominium is not an expressly identified within the MH zone, staff believes that state law prohibits the City's ability to impose any additional entitlement requirements with the processing of the proposed preliminary plat. Therefore, no additional use entitlement work is required in at this time.

Density/Intensity/Development Standards

The Subject Property is proposed to develop as a 201 unit land condominium. A land condominium is different from a traditional condominium in that the underlying land will be owned in common and the airspace above will be subdivided and sold. This airspace is not contained within a structure. The vertical boundaries of each unit will be vertical planes extending upward and downward from the vertical boundaries identified on the preliminary plat for that unit. The units will not have any horizontal (upper and lower) boundaries; however, building height will be limited to 30-feet, which is the maximum building height of the underlying MH zoning district. Since this is a subdivision of airspace, specific unit setbacks were not established as there are no property lines between each unit.

To ensure that structures did not encroach upon exterior property lines, the following setbacks were applied; 15-foot front, 5-foot side, and 5-foot rear. At the request of staff, the Owner prepared a Plan of Action (the "Plan"), a copy of which is attached, to address potential nonconforming setback encroachments, building separations, parking, and outbuilding encroachments. Three units (16, 158, and 174) have an encroachment into the exterior setback. It is proposed that said encroachment be permitted to continue as nonconforming unit such time as the unit is purchased and a new manufactured home is placed on-site. To address the potential building separation nonconformities, a physical survey was performed and it was found that there are no nonconforming building separations. All primary buildings meet current building code separation requirements. Currently, two units (167 and 179) have no defined parking areas. This is due to the exiting manufacture home straddling space lines of existing rental spaces (i.e. 167/168 and 179/180). It is proposed that these spaces be platted as one unit. When the manufactured homes are replaced, the underlying units will be divided and appropriate parking will be provided for each new unit. There are numerous outbuildings located throughout the development. The majority of these buildings are contained within the limits of their respective rental spaces. However,

there are several the cross spaces. It is proposed that these encroachments be permitted to continue through the granting of private easements. These easements will be maintained by the private parties and the association until such time as the unit that benefits from the easement is sold at which time the outbuilding must be removed.

The Subject Property contains 27.9 acres. In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-8), the maximum density allowed within the MH zoning district outside of the Resource Protection Overlay (RPO) Zone is 11 dwelling units/acre. Based on the preliminary plat, the Owner is proposing to develop the Subject Property at a density of 7.2 dwelling units/acre.

Natural Resources

In accordance with Section 10-50.90.020.A of the Zoning Code (Page 50.90-2), the Subject Property is not located within the established Resource Protection Overlay (RPO) Zone and is not required to protect established resources. However; a Natural Resource Protection Plan, a copy of which is attached to this report, was prepared by the Owner and approved by staff that identified existing and preserved on-site slope and forest resources. The proposed subdivision of the Subject Property has no impact on existing resources.

Open Space/Landscaping

In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-9), a minimum of 15% of the gross lot area shall be developed as open space. Based on the acreage of the Subject Property, that translates into 4.185 acres of open space. The Zoning Code further clarifies that open space includes active and passive recreation uses, landscape areas, and areas set aside for resource preservation. In a condominium subdivision, all areas outside of the units are classified as common area. The total amount of common area provided on the Subject Property is 6.41 acres. This translates into approximately 23% of the Subject Property as being developed as open space, which exceeds the minimum established by the Zoning Code.

In accordance with Section 10-50.60.020.B of the Zoning Code (Page 50.60-5), a single or cumulative addition, subsequent to May 7, 1992, that results in a 35% or more increase in dwelling units or the number of required parking spaces shall, to the maximum extent feasible, provide landscaping in compliance with the standards of the Zoning Code. The proposed preliminary plat is a mechanism to change the ownership structure of the existing manufactured home park. The subdivision does not increase in the number of units or required parking spaces. Therefore, conformance with new landscaping standards is not required.

Lighting

In accordance with Section 10-50.70.030.D of the Zoning Code (Page 50.70-3), a change in the use of an existing site where the new use results in a 25% or more increase in the number of dwelling units, gross floor area, or the number of required parking spaces, subsequent to the effective date of the Zoning Code, then all outdoor lighting shall be reviewed and brought into conformance with the requirements of the Outdoor Lighting Code. The proposed preliminary plat is a mechanism to change the ownership structure of the existing manufactured home park. There is no increase in the number of unit or required parking spaces. Based on those thresholds, the entire development does not need to come into compliance with outdoor lighting standards is not required. However, as each manufactured home is replaced or new manufactured homes are added, each home will be reviewed for compliance.

Building Design

In accordance with Section 10-50.20.020.B of the Zoning Code (Page 50.20-2), architectural design standards shall not apply to individual single-family dwellings. As each manufactured home is contained on an individual lot, it is classified as a single-

family dwelling and is not required to comply with established architectural design standards.

SYSTEMS ANALYSIS:

Traffic/Access/Pedestrian/Bicycle

The proposed preliminary plat does not contemplate an increase in the number of units provide on the Subject Property. Therefore, no traffic impact analysis was required for this development. Vehicular, bicycle, and pedestrian access to the Subject Property is available from West Route 66 either north along Woodlands Village Boulevard and then west along Kaibab Lane or north along Thompson Street and then east along Kaibab Lane. Internal access to each unit is provided through a series of private paved driveways.

A Flagstaff Urban Trail System (FUTS) trail is contemplated along the northeast corner of the Subject Property. This FUTS trail is part of a larger system that will run parallel with the BNSF railroad and eventually connect into the Downtown. In order to accommodate this connection, the Owner has worked with the Flagstaff Metropolitan Planning Organization and agreed to dedicate a FUTS Trail Easement, which is shown on the preliminary plat.

Water and Wastewater Systems

The Subject Property is served by an existing 8-inch looped water system and an existing 8-inch wastewater system. A Water and Sewer Impact Analysis was waived as part of this preliminary plat application. A separate analysis performed by the City Utilities Department determined that the existing off-site and proposed on-site water and sewer system infrastructures were adequate to accommodate the proposed development. The analysis further determined that there is adequate system capacity, and additional analysis work would not be required for this project. No off-site infrastructure improvements are required of this development.

Stormwater System

Clay Avenue Wash (the "Wash"), which currently runs through the middle of the Subject Property and is contained within a channelized setting, has been identified by the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area (SFHA) with a Zone "AE" designation. The preliminary plat is a change in the ownership structure of the existing manufactured home park and does not contemplate any changes to operation of the Wash. No additional improvements are required of this development.

RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission forward the preliminary plat to the City Council with a recommendation for approval.

Attachments:

- Preliminary Plat Application
- Narrative Letter
- Plan of Action
- Condominium Declaration
- Preliminary Plat
- Natural Resource Protection Plan

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 779-7684

SUBD

RECEIVED JAN 16 2013 BY:

Application for Subdivision Review

Date Received		File Number: DEV12-022
Property Owner(s): WESTGLEN MHP, LLP		Phone: 949-574-8080
Mailing Address: 2130 Santiago Dr.	City, State, Zip: Newport Beach, CA 92660	Email: parkowner@gmail.com
Applicant(s): WESTGLEN MHP, LLP (Chris Welsh)		Phone: 949-574-8080
Mailing Address: 2130 Santiago Dr.	City, State, Zip: Newport Beach, CA 92660	Email: parkowner@gmail.com
Project Representative: Woodson Engineering & Surveying (Jim Folkers)		Phone: 928-774-4636
Mailing Address: 124 N. Elden St.	City, State, Zip: Flagstaff, AZ 86001	Email: jfolkers@woodsoneng.com

Requested Review: ☐ Development Master Plan ☐ Conceptual Plat ☐ Preliminary Plat P&Z and Council ☐ Modified Subdivision ■ Preliminary Plat ☐ Final Plat- Council

Project Name: Westglen Land Condominiums	Site Address: 1450 W. Kaibab Lane		Parcel Number: 112-35-001
Proposed Use: Land Condominiums	Existing Use: Mobile Home Park		Subdivision, Tract & Lot Number
Zoning District: MH	Regional Plan Category	Flood Zone: AE & X	Size of Site (Sq. ft. or Acres): 27.9 Ac

Property Information:
- ☐ Yes ☐ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ■ No Existing structures are over 50 years old at the time of application?
- ☐ Yes ■ No Subject property is undeveloped land?

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	Railroad	Commercial	Commercial	Residential

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Land Condominiums	200	200	varies	varies

Please complete a *"Subdivision Review Application"* and provide an initialed *"Application and Information Checklist"* form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date:	Applicant Signature:	Date:
[signature]	1-7-13		

For City Use

Date Filed: 1-16-13	Case Number (s): PPPL2013 0001	PSPR2013 0018
P & Z Hearing Date: 5/28/14		Publication and Posting Date: N/A
Council Hearing Date: 6/17/14		Publication and Posting Date:
Fee Receipt Number: 13-0035412	Amount: $20,251.00	Date: 1/16/13

Action by Planning and Zoning Commission:	Action By City Council:
Approved 5/28/14	Approved
Denied	Denied
Continued	Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	[signature]	[signature]	[signature]	[signature]	[signature]

LAW OFFICE OF
Tony S. Cullum, P. C.
ATTORNEY AT LAW
14 EAST DALE AVENUE
FLAGSTAFF, ARIZONA 86001

TONY S. CULLUM*

* CERTIFIED BY ARIZONA STATE BAR AS SPECIALIST IN REAL ESTATE LAW

* ADMITTED TO PRACTICE IN STATE OF COLORADO

TELEPHONE
[928] 774-0614
FAX
[928] 774-2082

April 15, 2014

CITY OF FLAGSTAFF
Planning & Zoning Commission
211 West Aspen
Flagstaff, AZ 86001

CITY OF FLAGSTAFF
City Council
211 West Aspen
Flagstaff, AZ 86001

Re: Westglen Land Condominiums Narrative Letter

Ladies and Gentlemen:

My office represents Westglen MHP, LLC, which is the owner of the 207-space mobile home park known as Westglen Mobile Home Park located at 1450 W. Kaibab Lane in Flagstaff. Since it was established in the late 1980s, Westglen has served to provide quality affordable rental housing and space rentals to the Flagstaff community. Since purchasing the Westglen Mobile Home Park, my client has been proud to own and operate what has been touted as the best mobile home park in Flagstaff and tenants have been proud to reside there as well.

After being approached by a number of Westglen tenants who have expressed an interest in purchasing their rental space, my client has been working with this office and City Staff in an effort to subdivide Westglen into salable units. In the earlier planning stages, we explored with City Staff the idea of simply subdividing the 207 units within Westglen as subdivided land lots. However, since the development infrastructure (roads, water, sewer, etc.) is already in place and cannot be feasibly reconfigured to conform to the City's requirements for a traditional subdivision, my client has spent the last few years working with City Staff on an alternative approach which involves subdividing the Westglen mobile home spaces into land condominium units (i.e., converting Westglen Mobile Home Park to a condominium).

To ensure its plans to convert Westglen to a condominium meet applicable City Codes and State law, my client retained leading Arizona condominium specialist Don Dyekman of the Dickinson Wright/Mariscal Weeks law firm in Phoenix. Over the

course of the last few years, Mr. Dyekman has worked with my office, City Staff, and Westglen project surveyor Jim Folkers (Woodson Engineering) to plan Westglen as a condominium subdivision that will meet all applicable state laws and municipal regulations governing condominiums. The enclosed letter from Mr. Dyekman dated February 5, 2014 to the City's Mark Sawyers and Vince Knaggs sets forth the applicable Arizona law and other legal aspects concerning my client's plans to convert Westglen to a condominium.

With Mr. Dyekman's assistance, the project team has recently submitted a preliminary condominium plat, Condominium Declaration, and other materials to City of Flagstaff Community Development, which will soon be going before the City of Flagstaff Planning and Zoning Commission and City Council for approval to convert the 207 existing Westglen mobile home spaces to condominium units. In addition to my client's project conforming to applicable state and municipal regulations for condominiums and subdivisions, you should know that we have also reviewed the project with the following entities to ensure the project will be feasible and practical:

Coconino County Assessor: The Assessor has confirmed that, upon recordation of the final Westglen condominium plat, individual taxable parcel numbers will be issued for each of the 207 units and the Assessor will allow owners to affix their mobile home to an individual condo unit parcel using a standard County Assessor Affidavit of Affixture form. This is the same method by which mobile homes are affixed to a land parcel under a non-condominium scenario.

Pioneer Title Agency: My client has met with Pioneer Title Agency President, Andy Fox, and Chief Pioneer Title Officer, Jody Rypkema, who have confirmed that Pioneer Title can issue title insurance to buyers of condominium units within Westglen

Wells Fargo and other lenders: Lending institutions have confirmed there is practical and ordinary financing available to purchasers who are interested in purchasing units within Westglen. See attached letter dated 3/24/2014 from Wells Fargo Vice President and National Condominium Program Manager.

Essentially, the conversion of Westglen to a condominium subdivision would allow buyers to purchase the land condominium parcel within which their mobile home is situated, thereby providing unique and affordable home ownership/pride of

ownership opportunities in our Flagstaff Community. In practical reality, the land condominium legal description confers all of the benefits of any subdivision – control over their parcel, attractive financing, and above all, the ability to lock in the cost of ownership like any other homeowner.

Ownership of the land opens up several positive opportunities for the residents of Westglen. Financing of new homes on leased land is very challenging; residents that own their land can access much better financing to buy new homes. This will lead to sooner and more frequent replacement of current homes with new units, enhancing the neighborhood. Higher commitment to their property increases the "stakeholder" attitude of residents, and the City should expect visible positive effects on the park.

On behalf of my client and our project team, we are excited that we will soon be presenting this project to you at upcoming Planning and Zoning and City Council meetings. Please contact my office directly if you have any questions.

Thank you.

Sincerely,

Tony S. Cullum

TC:ge:tw

cc: Westglen MHP, LLC

DICKINSON WRIGHT
MARISCAL WEEKS

2901 NORTH CENTRAL AVENUE, SUITE 200
PHOENIX, AZ 85012-2705
TELEPHONE: (602) 285-5000
FACSIMILE: (602) 285-5100
http://www.dickinsonwright.com

DONALD E. DYEKMAN
DDyekman@dickinsonwright.com
(602) 285-5018

February 5, 2014

City Council
Planning and Zoning Commission
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

Re: Westglen Mobile Home Park

Dear Members of the City Council and Planning and Zoning Commission:

I am representing Westglen MHP, LLC ("Owner") in connection with the proposed conversion of the Westglen Mobile Home Park to a condominium. My client has asked me to provide you information concerning some of the legal aspects of the conversion of the project to a condominium.

The creation of a condominium is authorized and governed by the Arizona Condominium Act which is found at A.R.S. §33-1201 et. seq. A.R.S. §33-1202 (10) defines a "condominium" as follows:

> "condominium" means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

In order to convert the Westglen Mobile Home Park to a condominium, the Owner will have to record with the Coconino County Recorder a condominium plat approved by the City which shows the information required by A.R.S. §33-1219 and record a Condominium Declaration which complies with the requirements of A.R.S. §33-1215.

A.R.S. §33-1202(22) defines a "unit" as a portion of the condominium designated for separate ownership or occupancy. One of the primary purposes of the condominium plat and the Condominium Declaration is to describe the units which will be designated for separate ownership or occupancy. A.R.S. §33-1215 provides that the Condominium Declaration must include a description of the vertical boundaries and horizontal boundaries, if any, of the individual units being created. A.R.S. §33-1219 requires that the location and dimensions of the vertical and horizontal boundaries, if any, of the units be shown on the plat. The Arizona Condominium Act (A.R.S. §33-1201 et. seq.) was derived from the Uniform Condominium Act

drafted by the National Conference of Commissioners on Uniform State Laws. The Comments to the Uniform Condominium Act make it clear that a "unit" can be any portion of the condominium that is designated for independent ownership or occupancy. The Comments further state that the units in a condominium might consist of unimproved lots, and the airspace above them. Such condominiums are typically called "land condominiums", "subdivision condominiums" or "site condominiums". The units do not have to be airspace within a building.

The vertical boundaries of the units in Westglen Mobile Home Park Condominium will be vertical planes extending upward and downward from the vertical boundaries of the units as shown on the plat. The units will not have any horizontal (upper and lower) boundaries. All portions of the condominium other than the units will be common elements to be owned in common by the owners of the individual units.

Once the condominium plat and the Condominium Declaration are recorded, the conversion of the property to a condominium will be complete. As provided in the Arizona Condominium Act, prior to the conveyance of the first unit in the condominium to a purchaser, an association comprised of all of the unit owners will have to be formed to manage, maintain and operate the common elements of the condominium and to enforce the provisions of the Condominium Declaration.

The taxation of units and common elements in a condominium is governed by A.R.S. §33-1204. Subsection D of A.R.S. §33-1204 provides that if there is no owner other than a declarant, the real estate comprising the condominium shall be taxed and assessed as a single parcel. Subsection B provides that if there is a unit owner other than a declarant, each unit shall be separately taxed and assessed, and no separate tax or assessment may rendered against any common elements.

If you have any questions, please contact me.

Very truly yours,

Donald E. Dyekman

PHOENIX 54423-1 119277v1

WELLS FARGO HOME MORTGAGE

401 E Jackson Street
Suite 1450
Tampa, FL 33602

Tel: 813 204 3360
Fax: 813 202 7201

March 24, 2014

Chris Welsh
Westglen MHP, LLC c/o Tony Cullum
Law Office of Tony S. Cullum
14 E. Dale Avenue
Flagstaff, AZ 86001

Dear Mr. Welsh,

Please accept this letter as confirmation that manufactured (mobile) home parks being converted to condominiums can be eligible for residential consumer mortgage loans through Fannie Mae. In order to determine eligibility, projects need to be reviewed and approved by Fannie Mae's Project Eligibility Review Service (PERS). An overview of this process is attached. If a project is approved, the approval type and expiration date are publically available on www.fanniemae.com.

At this time, Wells Fargo Home Lending has preliminarily reviewed the condominium plans (proposed plat, declaration, budget, etc) for the Westglen Land Condominium and will be submitting to Fannie Mae in the near future. Once the project is approved, Wells Fargo will be interested in offering financing to Westglen buyers.

As one of the Nation's leading mortgage lenders, Wells Fargo Home Lending has extensive experience working with Fannie Mae to evaluate condo projects for eligibility. Escondido Views in Escondido CA and Huntington Harbour Village in Huntington Beach CA are a couple recent examples of manufactured home conversions for whom we were able to secure Fannie Mae approval.

Please let me know if you need any additional information.

Sincerely,

Jason Will
VP, National Condominium Program Manager

Together we'll go far

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N.A. NMLSR ID 399801

LAW OFFICE OF
Tony S. Cullum, P. C.
ATTORNEY AT LAW
14 EAST DALE AVENUE
FLAGSTAFF, ARIZONA 86001

TONY S. CULLUM*

* CERTIFIED BY ARIZONA STATE BAR AS SPECIALIST IN REAL ESTATE LAW
* ADMITTED TO PRACTICE IN STATE OF COLORADO

TELEPHONE
[928] 774-0614
FAX
[928] 774-2082

April 10, 2014

Mr. Brian Kulina
CITY OF FLAGSTAFF
211 West Aspen
Flagstaff, AZ 86001

Re: Westglen Condominium Project Plan of Action (Updated)

Dear Brian:

Pursuant to your email dated 4/8/2014 to my legal assistant, Guy Ecklund, and prior correspondence sent to our project team, you requested that Westglen MHP, LLC submit an updated "Plan of Action" to address the existing non-conformities, including setbacks, building separations, and parking. Please consider this correspondence our client's updated Plan of Action.

Set Backs: We have attached a sheet titled "Actual Dwelling Encroachments into Exterior Building Setbacks". As you will see, there are three existing units (Units 16, 158, 174) which minimally encroach into the exterior building setbacks of the condo spaces defined on the proposed plat. The encroachments were measured by our project surveyor Jim Folkers and the measurements are listed on the attached sheet. The applicant is proposing, following the recordation of the final plat for this project, that these non-conforming encroachments be permitted to exist until such time that these specific condo units are purchased and a new (or different) mobile home is established within the condo space. At that point in time, the new (or different) mobile home will need to meet setbacks.

Building Separations: Our project surveyor has measured all of the existing building separations between each mobile home within the Westglen property and has determined that each mobile home building meets the required building separation pursuant to the current International Building Code adopted by the City of Flagstaff. There are, therefore, no nonconformities in this regard.

Parking: As shown on the attached sheet titled Westglen Land Condominiums Parking Comments and the submitted plat documentation, there are two mobile homes which straddle space lines of existing rental spaces with parking issues. One of the mobile homes straddles existing rental space 167 and 168 and the other straddles existing rental space 179 and 180.

As part of the proposed plat, the applicant is proposing to create one large condo unit for each of these mobile homes by creating one unit that is comprised of the land area that contains existing rental spaces 167 and 168 and another condo unit that is comprised of the land area that contains existing rental spaces 179 and 180. The existing parking spaces which presently serve these mobile homes are adequate to accommodate these mobile homes when the plat is recorded and these two large condo units are created by the final plat.

It should be noted that in the future, once these mobile homes are removed from the property (at some point in time following plat recordation), the applicant intends to split each of these condo units (with a city lot split application and/or other appropriate documentation required to split condo units), which will result in each of these larger condo units being split into two condo units each. When this occurs, an adequate parking space for each of these units will need to be provided within each of the units created by the spit. While we do not believe this is a nonconforming situation, we are addressing this issue at your request.

Outbuilding Encroachments: As required by City Staff, my client has removed all of the shed structure encroachments that previously existed on the Westglen spaces adjacent to the eastern boundary of the property (which encroached within the required Set Back Area). With regard to other shed structures in the park that, following the recordation of the final plat, will benefit one condo unit but will encroach within the boundaries of another condo unit, we have enclosed a copy of the draft Condominium Declaration for Westglen Land Condominiums. You will see section 3.8 on page 18 of the Declaration provides terminating easements for these shed encroachments. The easements created by this section will automatically terminate upon the conveyance/sale of a benefitted unit (a condo unit benefitted by a shed that encroaches onto a unit of an adjoining condo owner).

Please let us know if you have any questions or if you need any further clarification on the issues referenced above.

Sincerely,

Tony S. Cullum

TC:ge:tw
cc: Westglen MHP, LLC

WESTGLEN LAND CONDOMINIUMS									WOODSON JOB NO. 111024	
ACTUAL DWELLING UNIT ENCROACHMENTS INTO EXTERIOR BUILDING SETBACKS										
									5-Mar-13	
	SETBACK									
UNIT	ENC. DIST., FT.									
16	3.3									
158	0.5									
174	0.4									

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18215
JAMES A.
FOLKERS
Date Signed 3-5-13
ARIZONA, U.S.A.

WESTGLEN LAND CONDOMINIUMS

CLOSEST BUILDING TO BUILDING DISTANCES

WOODSON JOB NO. 111024

Feb. 13, 2013

UNITS	BLDG. - BLDG. DIST., FT.
26-27	18.1'
42-43	17.3'
44-45	15.8'
70-71	18.7'
72-73	17.0'
98-99	14.9'
196-197	25.0'

REGISTERED LAND SURVEYOR
CERTIFICATE NO
18215
JAMES A.
FOLKERS
Date Signed 2-13-13
ARIZONA, U.S.A.

WESTGLEN LAND CONDOMINIUMS WOODSON JOB NO. 111024

PARKING COMMENTS

Feb. 13,2013

2 SPACES HAVE NO DEFINED PARKING AREA (167 & 179)

Space 167 contains the front yard of the dwelling occupying Spaces 167-168. Parking for this dwelling is on Space 168

Space 179 contains the front yard of the dwelling occupying Spaces 179-180. Parking for this dwelling is on Space 180

THE CONDOMINIUM PLAT WILL ONLY CREATE 1 UNIT IN EACH OF THESE CASES, SO THE WILL BE NO "PARKING ISSUE" ONCE IT IS RECORDED

REGISTERED LAND SURVEYOR
CERTIFICATE NO
18215
JAMES A.
FOLKERS
Date Signed 2-13-13
ARIZONA, U.S.A.

WHEN RECORDED, RETURN TO:

CONDOMINIUM DECLARATION

FOR

WESTGLEN LAND CONDOMINIUMS

CONDOMINIUM DECLARATION
FOR
WESTGLEN LAND CONDOMINIUMS

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS 5

ARTICLE 2 SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION ... 11

2.1 SUBMISSION OF PROPERTY 11
2.2 NAME OF CONDOMINIUM 11
2.3 NAME OF ASSOCIATION 11
2.4 IDENTIFYING NUMBERS OF UNITS 11
2.5 UNIT BOUNDARIES 11
2.6 ALLOCATION OF COMMON ELEMENT INTEREST AND COMMON EXPENSE LIABILITIES 12
2.7 ALLOCATION OF VOTES IN THE ASSOCIATION 12
2.8 ALLOCATION OF LIMITED COMMON ELEMENTS 12

ARTICLE 3 EASEMENTS AND DEVELOPMENT RIGHTS 13

3.1 UTILITY EASEMENT 13
3.2 EASEMENTS FOR INGRESS AND EGRESS 14
3.3 UNIT OWNERS' EASEMENTS OF ENJOYMENT 14
3.4 DECLARANT'S RIGHTS AND EASEMENTS 15
3.5 COMMON ELEMENTS EASEMENT IN FAVOR OF UNIT OWNERS 16
3.6 UNITS AND LIMITED COMMON ELEMENTS EASEMENT IN FAVOR OF ASSOCIATION 17
3.7 EASEMENTS FOR UTILITIES AND MAINTENANCE 17
3.8 EASEMENTS FOR SHED ENCROACHEMENTS 18

ARTICLE 4 USE AND OCCUPANCY RESTRICTIONS 18

4.1 RESIDENTIAL USE 18
4.2 ANTENNAS 18
4.3 IMPROVEMENTS AND ALTERATIONS 19
4.4 TRASH CONTAINERS AND COLLECTION 22
4.5 MACHINERY AND EQUIPMENT 23
4.6 ANIMALS 23
4.7 DISEASES AND INSECTS 24
4.8 MOTOR VEHICLES 24
4.9 SIGNS 25
4.10 LAWFUL USE 25
4.11 NUISANCES AND OFFENSIVE ACTIVITY 25
4.12 LEASING RESTRICTIONS 25
4.13 TIME SHARING 25
4.14 HAZARDOUS MATERIALS 26

ARTICLE 5 MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS 26

5.1 DUTIES OF THE ASSOCIATION 26
5.2 DUTIES OF UNIT OWNERS 26
5.3 REPAIR OR RESTORATION NECESSITATED BY OWNER 26
5.4 OWNER'S FAILURE TO MAINTAIN 27

ARTICLE 6 THE ASSOCIATION 27

6.1 RIGHTS, POWERS AND DUTIES OF THE ASSOCIATION 27
6.2 DIRECTORS AND OFFICERS 27
6.3 RULES 28
6.4 IDENTITY OF MEMBERS 28
6.5 PERSONAL LIABILITY 28

ARTICLE 7 ASSESSMENTS 28

7.1 PREPARATION OF BUDGET. 28
7.2 REGULAR ASSESSMENT 29
7.3 SPECIAL ASSESSMENTS 30
7.4 ENFORCEMENT ASSESSMENT 30
7.5 PURPOSES FOR WHICH ASSOCIATION'S FUNDS MAY BE USED 31
7.6 EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION 31
7.7 CERTIFICATE OF PAYMENT 32
7.8 NO EXEMPTION OR OFFSETS 33
7.9 INITIAL WORKING CAPITAL FUND 33
7.10 RESERVE CONTRIBUTION 33
7.11 TRANSFER FEE 33
7.12 RESERVES 34

ARTICLE 8 INSURANCE 34

8.1 SCOPE OF COVERAGE. 34
8.2 GENERAL REQUIREMENTS 38
8.4 PAYMENT OF PREMIUMS 38
8.5 INSURANCE OBTAINED BY UNIT OWNERS 38
8.6 PAYMENT OF INSURANCE PROCEEDS 38
8.7 CERTIFICATE OF INSURANCE 38

ARTICLE 9 DESTRUCTION OF IMPROVEMENTS 38

9.1 AUTOMATIC RECONSTRUCTION 38
9.2 DETERMINATION NOT TO RECONSTRUCT WITHOUT TERMINATION 39
9.3 DISTRIBUTION OF INSURANCE PROCEEDS IN THE EVENT OF TERMINATION OF THE CONDOMINIUM 39
9.4 NEGOTIATIONS WITH INSURER 39
9.5 REPAIR OF UNITS 39
9.6 PRIORITY 40

ARTICLE 10 EMINENT DOMAIN 40

10.1 TOTAL TAKING OF A UNIT 40

10.2 PARTIAL TAKING OF A UNIT 40
10.3 TAKING OF COMMON ELEMENTS 40
10.4 TAKING OF ENTIRE CONDOMINIUM 40
10.5 PRIORITY AND POWER OF ATTORNEY 40

ARTICLE 11 DISPUTE RESOLUTION 41

11.1 DEFINED TERMS 41
11.2 AGREEMENT TO RESOLVE CERTAIN DISPUTES WITHOUT LITIGATION 41
11.3 NOTICE OF CLAIM 42
11.4 RIGHT TO ENTER, INSPECT, REPAIR AND/OR REPLACE 42
11.5 MEDIATION 42
11.6 BINDING ARBITRATION 43
11.7 USE OF FUNDS 45
11.8 APPROVAL OF ARBITRATION OR LITIGATION 45
11.9 STATUTE OF LIMITATIONS 46
11.10 FEDERAL ARBITRATION ACT 46
11.11 CONFLICTS 46

ARTICLE 12 RIGHTS OF FIRST MORTGAGEES 47

12.1 NOTIFICATION TO FIRST MORTGAGEES 47
12.2 APPROVAL REQUIRED FOR AMENDMENT TO DECLARATION, ARTICLES OR BYLAWS 47
12.3 PRIOR WRITTEN APPROVAL OF FIRST MORTGAGEES 48
12.4 RIGHT OF FIRST REFUSAL 48
12.5 CONDEMNATION OR INSURANCE PROCEEDS 49
12.7 CONFLICTING PROVISIONS 49

ARTICLE 13 GENERAL PROVISIONS 49

13.1 ENFORCEMENT 49
13.2 SEVERABILITY 51
13.3 DURATION 51
13.4 TERMINATION OF CONDOMINIUM 51
13.5 AMENDMENT 51
13.6 NOTICES 52
13.7 GENDER 53
13.8 TOPIC HEADINGS 53
13.9 SURVIVAL OF LIABILITY 53
13.10 CONSTRUCTION 53
13.11 JOINT AND SEVERAL LIABILITY 53
13.12 GUESTS AND TENANTS 53
13.13 ATTORNEYS' FEES 53
13.14 NUMBER OF DAYS 53

CONDOMINIUM DECLARATION
FOR
WESTGLEN LAND CONDOMINIUMS

This Condominium Declaration for Westglen Land Condominiums is made as of this ___ day of _____, 2013 by Westglen MHP, LLC, an Arizona limited liability company ("**Declarant**").

INTRODUCTION

A. Declarant is the owner of fee title to that certain real property situated in the Coconino County, Arizona, and legally described on Exhibit A attached to this Declaration (the "**Property**"). Declarant desires to submit the Property to a condominium form of ownership in accordance with the Arizona Condominium Act, A.R.S. §33-1201, *et. seq.*

B. Declarant intends that all Owners, Occupants, First Mortgagees and other Persons acquiring an interest in the Condominium shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is Recorded in furtherance of establishing a general plan of condominium ownership for the Condominium, and for establishing rules for the use, occupancy, management, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Condominium and the quality of life for the Owners, Occupants and Lessees.

ARTICLE 1
DEFINITIONS

As used in this Declaration, the following defined terms shall apply. Capitalized terms used in this Declaration but not otherwise defined in this Declaration shall have the meanings specified for such terms in the Arizona Condominium Act, A.R.S. §33-1201, et seq., as amended from time to time.

"**Accessory Structure**" means the installation, assembly, connection or construction of any one-story habitable room, storage room, patio, porch, garage, carport, awning, skirting, retaining wall, evaporative cooler, refrigeration air conditioning system, solar system or wood decking attached to a new or used Manufactured Home.

"Affiliate of Declarant" means any Person who controls, is controlled by or is under common control with a Declarant.

"Allocated Interests" means the undivided interests in the Common Elements, the Common Expenses Liability and the votes in the Association allocated to each Unit by this Declaration.

"Articles" means the Articles of Incorporation of the Association, as amended from time to time.

"Assessments" means the Regular Assessments, Special Assessments, and Enforcement Assessments levied pursuant to Article 7.

"Assessment Lien" means the lien granted to the Association by the Condominium Act to secure the payment of Assessments, monetary penalties and other fees and charges owed to the Association.

"Association" means Westglen Land Condominiums Association, an Arizona nonprofit corporation, its successors and assigns.

"Board of Directors" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association, as amended from time to time.

"City" means the City of Flagstaff, Arizona.

"Collection Costs" means all costs, fees, charges and expenditures (including, without limitation, demand fees, lien fees, attorneys' fees, court costs, filing fees and recording fees) incurred by the Association in collecting and/or enforcing payment of Assessments, monetary penalties, late fees, interest or other amounts payable to the Association pursuant to this Declaration.

"Common Elements" means all portions of the Condominium other than the Units.

"Common Expenses" means the actual or estimated costs or expenses incurred or to be incurred by the Association or financial liabilities of the Association including, but not limited to, the following:

(a) the cost of maintenance, management, operation, repair and replacement of the Common Elements and all other areas within the Condominium which are maintained by the Association;

(b) the cost of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, architects and employees;

(c) the cost of any utilities, trash pickup and disposal, landscaping, basic cable television and other services benefiting the Unit Owners and their Units to the extent such services are paid for by the Association;

(d) the cost of fire, casualty, liability, worker's compensation and other insurance maintained by the Association as provided in this Declaration;

(e) reasonable reserves as deemed appropriate by the Board or required by the Condominium Documents;

(f) the cost of bonding of the directors, officers and employees of the Association, any professional managing agent or any other person handling the funds of the Association;

(g) all real property taxes or assessments levied against the Condominium as a whole or separately against the Common Elements;

(h) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Elements or portions thereof;

(i) any cost incurred by the Association in furtherance of the purposes of the Association, the discharge of the obligations imposed on the Association by the Condominium Documents or the Condominium Act or the exercise by the Association of any of the powers or rights granted to the Association by the Condominium Documents or the Condominium Act.

"Common Expense Liability" means the percentage of undivided interests in the Common Expenses allocated to each Unit by Section 2.6.

"Condominium" means the condominium created by the Recording of the Plat and this Declaration.

"Condominium Act" means the Arizona Condominium Act, A.R.S. §33-1201, et seq., as amended from time to time, or any successor statute which governs the creation and management of condominiums.

"Condominium Documents" means this Declaration and the Articles, Bylaws, and Rules.

"Condominium Property" means the Parcel, together with the Improvements located thereon.

"Construction" means any devegetation, excavation or grading work on a Unit or the construction, erection or installation of an Improvement on a Unit which would be Visible From Neighboring Property.

"Declarant" means Westglen MHP, LLC, an Arizona limited liability company, and its successors and any Person to whom it may transfer any Special Declarant Right by a Recorded instrument.

"Declaration" means this Condominium Declaration for Westglen Land Condominiums, as amended from time to time.

"Development Rights" means any right or combination of rights to do any of the following:

(a) Add real estate to the Condominium;

(b) Create easements, Units, Common Elements or Limited Common Elements within the Condominium;

(c) Subdivide Units, convert Units into Common Elements or convert Common Elements into Units;

(d) Make the Condominium part of a larger condominium or planned community;

(e) Amend the Declaration during the Period of Declarant Control to comply with the Condominium Act or any other applicable law or to correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Unit Owner;

(f) Amend the Declaration during the Period of Declarant Control to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments.

"Enforcement Assessment" means an assessment levied pursuant to Section 7.4.

"First Mortgage" means any mortgage or deed of trust on a Unit with first priority over any other mortgage or deed of trust on the same Unit.

"First Mortgagee" means the holder of any First Mortgage.

"Identifying Number" means the number or symbol shown on the Plat that identifies a particular Unit.

"Improvement" means any physical structure, fixture or facility existing or constructed, placed, erected or installed on the land included in the Condominium, including, but not limited to, Manufactured Homes, Accessory Structures, buildings, private drives, paving, fences, walls, sculptures, signs, landscaping, hedges, plants, trees and shrubs of every type and kind, lighting fixtures, sprinkler and irrigation systems, parking areas and sidewalks.

"Invitee" means any person whose presence within the Condominium is approved by or is at the request of a particular Owner, Lessee or Occupant, including, without limitation, family members, guests, employees and contractors.

"Lessee" means any Person who is the tenant or lessee under a written lease of a Unit.

"Limited Common Elements" means a portion of the Common Elements specifically designated in this Declaration as a Limited Common Element and allocated by this Declaration or by operation of the Condominium Act for the exclusive use of one or more but fewer than all of the Units.

"**Manufactured Home**" means a structure that is a manufactured home as defined in the City Zoning Ordinance.

"Member" means a Person who is or becomes a member of the Association.

"**Modification**" means an addition, alteration, repair, change or other work which in any way alters the exterior appearance of any Improvement located on a Unit which is Visible From Neighboring Property.

"**Mortgage**" means a Recorded mortgage or deed of trust encumbering a Unit.

"Occupant" means a person, other than an Owner, in possession of a Unit at the request of or with the consent of the Owner.

"Owner" or "Unit Owner" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Unit. Unit Owner shall not include Persons having an interest in a Unit merely as security for the performance of an obligation, or a lessee or tenant of a Unit. Unit Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract subject to A.R.S. § 33-741, et seq. Unit Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to executory contracts pending the closing of a sale or purchase transaction. In the case of Units the fee simple title to which is vested in a trustee pursuant to A.R.S. § 33-801, et seq., the Trustor shall be deemed to be the Unit Owner.

"Parcel" means the land described on Exhibit A attached hereto, together with all Improvements situated thereon and all easements and rights appurtenant thereto.

"Parking Space" means a portion of the Common Elements or a Unit intended for the parking of a single motor vehicle.

"Period of Declarant Control" means the time period commencing on the date this Declaration is Recorded and ending on the earlier of: (a) one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Units have been conveyed to Purchasers; or (b) five (5) years following the first conveyance of a Unit to a Purchaser.

"Person" means a natural person, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

"Plat" means the condominium plat for Westglen Mobile Home Condominiums recorded in Case ____, Map ___, in the records of the County Recorder of Coconino County, Arizona, and any amendments, supplements or corrections thereto.

"Property" means the land described on Exhibit A attached hereto, together with all Improvements situated thereon and all easements and rights appurtenant thereto.

"Purchaser" means any Person (other than the Declarant) who becomes a Unit Owner, except for (a) a Person who purchases a Unit and then leases it to the Declarant for use in connection with the sale of other Units, (b) a Person who, in addition to purchasing a Unit, is assigned any Special Declarant Right, or (c) an Affiliate of Declarant.

"Recording" means placing an instrument of public record in the office of the County Recorder of Coconino County, Arizona and **"Recorded"** means having been so placed of public record.

"Regular Assessment" means the assessment levied against the Units pursuant to Section 7.2.

"Rules" means the rules and regulations adopted by the Board of Directors, as amended from time to time.

"Special Declarant Rights" means any right or combination of rights to do any of the following:

(a) Construct Improvements provided for in this Declaration or shown on the Plat;

(b) Exercise any Development Right;

(c) Maintain sales offices, management offices, models, and signs advertising the Condominium;

(d) Use easements through the Common Elements for the purpose of making Improvements within the Condominium;

(e) Appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control;

(f) Exercise the rights described in Section 3.4.

"Unit" means a portion of the Condominium designated for independent ownership or occupancy. The boundaries of each Unit are described in Section 2.5 and are shown on the Plat.

ARTICLE 2
SUBMISSION OF PROPERTY; UNIT BOUNDARIES; ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES

2.1 Submission of Property. The Declarant hereby submits the Condominium Property to the provisions of the Condominium Act for the purpose of creating a condominium in accordance with the provisions of the Condominium Act and hereby declares that the Condominium Property shall be held and conveyed subject to the terms, covenants, conditions and restrictions set forth in this Declaration. The Declarant designates each Unit for separate ownership or occupancy. Declarant further declares that all of the easements, restrictions, conditions and covenants in this Declaration shall run with the Condominium Property and shall be binding upon and inure to the benefit of the Declarant and all Unit Owners, Lessees and Occupants and all other Persons having or acquiring any right, title or interest in the Condominium Property or any part thereof, their heirs, successors, successors in title and assigns. Each Person who acquires any right, title or interest in the Condominium Property, or any part thereof, agrees to abide by all of the provisions of the Condominium Documents. This Declaration shall be binding upon and shall be for the benefit of and enforceable by the Association. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of the Condominium Documents, or as to the compliance of any of the provisions of the Condominium Documents with public laws, ordinances and regulations applicable thereto.

2.2 Name of Condominium. The name of the Condominium created by this Declaration is Westglen Mobile Home Condominiums.

2.3 Name of Association. The name of the Association is Westglen Mobile Home Condominium Owners Association.

2.4 Identifying Numbers of Units. The Identifying Numbers of the Units are shown on the Plat.

2.5 Unit Boundaries.

(a) The vertical boundaries of each Unit are vertical planes extending upward and downward from the boundary lines of the Unit as shown on the Plat. The Units shall not have any upper or lower horizontal boundaries.

(b) All fixtures and improvements (including, but not limited to, chutes, flues, wires, conduits, heating and air conditioning unit, hot water heaters and gas, cable television, water and electric pipes, lines or meters) within the boundaries of a Unit and which serve only the Unit are part of the Unit, and any such fixtures or improvements located within the boundaries of a Unit but which serve more than one Unit are part of the Common Elements.

(c) Declarant reserves the right to relocate the boundaries between adjoining Units owned by the Declarant and to reallocate each such Unit's Common Element Interest, votes

in the Association and Common Expense Liabilities subject to and in accordance with A.R.S. § 33-1222.

(d) In the event of any inconsistency or conflict between the provisions of this Subsection 2.5.1 and the Plat in regard to the description of the boundaries of the Unit, this Section shall control.

2.6 Allocation of Common Element Interest and Common Expense Liabilities. The undivided interests in the Common Elements and in the Common Expenses is allocated equally among the Units subject to this Declaration. Each Unit is allocated a 1/207th undivided interest in the Common Elements and in the Common Expenses. The fraction of undivided interest of each Unit in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their allocated undivided interest. The ownership of each Unit shall not be conveyed separate from the fraction of undivided interest in the Common Elements allocated to the Unit. The undivided fraction of interest in the Common Elements allocated to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering the Unit may refer only to the fee title to the Unit. Except as permitted by the Condominium Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated is void.

2.7 Allocation of Votes in the Association. There shall be 207 votes in the Association. The votes in the Association shall be allocated equally among all Units with each Unit having one (1) vote.

2.8 Allocation of Limited Common Elements.

(a) The following portions of the Common Elements are Limited Common Elements allocated to the exclusive use of one or more, but less than all, of the Units as follows:

(1) Any chute, flue, pipe, duct, wire, conduit or other fixture (including, but not limited to, heating and air conditioning units and related equipment, solar energy systems or devices and natural gas, cable television, water and electric pipes, lines or meters), located outside of the boundaries of a Unit, which serve only one Unit are a Limited Common Element allocated solely to the Unit served;

(2) If a chute, flue, pipe, duct, wire, conduit or other fixture (including, but not limited to, hot water heaters, heating and air conditioning units and related equipment and natural gas, cable television, water and electric pipes, lines or meters) lies partially within and partially outside the designated boundaries of a Unit, the portion outside the boundaries of the Unit which serve only the

Unit is a Limited Common Element allocated solely to the Unit, the use of which is limited to the Unit served.

(b) Each Owner shall have the right to the exclusive use and possession of the Limited Common Elements allocated to his Unit, subject to the rights granted to the Declarant or the Association by the Condominium Documents. All Limited Common Elements must be used in accordance with the Declaration and the Rules.

(c) A Limited Common Element may be reallocated by an amendment to this Declaration. The amendment shall be executed by the Owners between or among whose Units the allocation is made, shall state the manner in which the Limited Common Elements are to be reallocated and, before recording the amendment, shall be submitted to the Board of Directors. Unless the Board of Directors determines within thirty (30) days that the proposed amendment is unreasonable, which determination shall be in writing and specifically state the reasons for disapproval, the Association shall execute its approval and record the amendment.

(d) The Declarant shall have the right to allocate as a Limited Common Element any part of the Common Elements which has not previously been allocated as a Limited Common Element. Any such allocation shall be made by an amendment to this Declaration executed by the Declarant. The rights granted to the Declarant by this Section shall expire on the date that is one (1) year after the date on which the Declarant conveys the last Unit to a Purchaser.

ARTICLE 3
EASEMENTS AND DEVELOPMENT RIGHTS

3.1 Utility Easement. There is hereby granted and created an easement upon, across, over and under the Common Elements and the Units for the installation, replacement, repair or maintenance of utility lines and systems, including, but not limited to, natural gas, water, sewer, telephone and electric wires, pipes, lines, conduit and fixtures, heating and air conditioning equipment, lines and fixtures, chutes, and cable television or other communication lines and systems ("**Utility Systems**"). By virtue of this easement, it shall be expressly permissible for the providing utility or service company, the Association or the Declarant to install and maintain, repair and replace Utility Systems on the Common Elements and in the Units to serve the Common Elements or to serve one or more other Units, but no Utility Systems may be installed or located on the Common Elements or the Units except as initially designed and constructed by the Declarant or as approved by the Declarant so long as the Declarant owns any Unit or thereafter, by the Board of Directors. The maintenance, repair or replacement of Utility Systems located within a Unit that serve the Common Elements or one or more other Units by the Declarant, the Association or a Unit Owner shall be done so as to minimize any inconvenience to the Owner and Occupants of the Unit in which such Utility Systems are located, and except in the case of an emergency, neither the Association, the Declarant nor any Unit Owner shall enter a Unit for the purpose of the maintenance, repair or replacement of Utility Systems without at least 48 hours prior written notice to the Unit Owner. The easements in this Section shall in no way affect any other Recorded easements on the Common Elements.

3.2 Easements for Ingress and Egress. There is hereby granted and created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements. There is also granted and created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways as from time to time may be paved and intended for such purposes, except that such easements shall not extend to any Limited Common Elements. Such easements shall run in favor of and be for the benefit of the Declarant and its contractors, agents, employees and invitees and the Owners, Lessees, Occupants and Invitees.

3.3 Unit Owners' Easements of Enjoyment.

(a) Every Owner, Lessee and Occupant shall have a right and easement of enjoyment in and to the Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(1) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Elements;

(2) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, if such action is approved by Owners entitled to cast at least eighty percent (80%) of the votes in the Association. Any such action by the Association shall be done in the manner and subject to the limitations set forth in the Condominium Act;

(3) The right of the Association to grant non-exclusive easements over all or a portion of the Common Elements if the Board of Directors determines that the granting of the easement is necessary for the development or maintenance of the Common Elements or beneficial to the Owners, Lessees and Occupants;

(4) All rights and easements set forth in this Declaration including, but not limited to, the rights and easements granted to the Declarant by Section 3.4; and

(5) The right of the Association to suspend the right of an Owner, Lessee or Occupant to use the Common Elements for any period during which the Owner, Lessee or Occupant is in violation of any provision of the Condominium Documents.

(b) The easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separately and apart from a Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the

description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

(c) Notwithstanding the provisions of this Section 3.3, no Owner, Lessee or Occupant of a Unit or their guests or invitees shall have the right to use any Limited Common Elements not allocated to the exclusive use of their Unit.

3.4 Declarants' Rights and Easements.

(a) So long as the Declarant is marketing Units for sale or lease in the Condominium Declarant and its employees and agents shall have the right and an exclusive easement to construct, locate, relocate and maintain sales and/or leasing offices, construction trailers and storage areas and related facilities on the Common Elements. This shall include the right to enclose and lock portions of the Common Elements upon which these rights are being exercised. Declarant reserves the right to maintain model Units, management offices, storage areas and sales and leasing offices in any Units owned or leased by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate. Declarant may store materials and equipment in any Parking Spaces allocated as Limited Common Elements to Units owned or leased by the Declarant or in any Parking Spaces which have not been allocated as Limited Common Elements. Declarant and its employees and agents shall have the right and an easement to install or post advertising, marketing or directional signs, other signs, flags, awnings, lights and banners on the Common Elements in connection with its marketing of Units for sale or lease or to host events on the Common Elements designed to attract prospective tenants and/or purchasers to the Condominium.

(b) So long as the Declarant is marketing Units in the Condominium for sale or lease, Declarant shall have the right to restrict the use of the Parking Spaces which are not allocated as Limited Common Elements. Such right shall include reserving such Parking Spaces for use by prospective Unit purchasers, Declarant's employees and others engaged in sales, leasing, maintenance, construction or management activities. Declarant shall have the right to lease to an Owner, Lessee or Occupant or any other Person any Parking Spaces which have not been allocated as a Limited Common Element.

(c) Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium that has not been represented to the Association as property of the Association. Declarant reserves the right to remove from the Condominium any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

(d) Declarant and its employees, agents, contractors and subcontractors shall have the right and an easement on, over and across the Common Elements and the Units to erect and construct the Common Elements and the Units shown on the Plat and all other Improvements Declarant may deem appropriate and to use the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work in the Condominium.

(e) The Declarant and its employees, agents, contractors and subcontractors shall have an easement through the Common Elements and the Units for the purpose of assessing, testing (including invasive testing), inspecting and evaluating any potential construction defect or need for maintenance on the Condominium, and completing any renovations, warranty work or modifications to the Common Elements or Units which Declarant deems necessary or desirable.

(f) The Declarant and its employees, agents, contractors and subcontractors shall have the right and an easement on, over, and through the Common Elements as may be reasonably necessary for the purpose of performing the Declarant's obligations under the Condominium Act and the Condominium Documents and for the purpose of exercising Special Declarant Rights whether arising under the Condominium Act or reserved in this Declaration. The rights granted to or reserved by the Declarant in this Section 3.4 are in addition to any rights granted to or reserved by the Declarant elsewhere in the Condominium Documents.

(g) To the extent not expressly reserved by or granted to Declarant by other provisions of this Declaration, Declarant reserves all Development Rights and Special Declarant Rights. Except as expressly set forth in this Declaration, there is no time limit within which any Development Right or Special Declarant Right must be exercised or will lapse, and there are no conditions or limitations on the exercise of any Development Right or Special Declarant Right.

(h) In the event of any conflict or inconsistency between this Section 3.4 and any other provision of the Condominium Documents, this Section 3.4 shall control and prevail over such other provisions. The rights of the Declarant set forth in this Section 3.4 shall be enforceable by injunction, by any other remedy available at law or in equity (including, but not limited to, the right to sue for damages) and/or by any means provided in this Declaration..

3.5 Common Elements Easement in Favor of Unit Owners.

(a) The Common Elements shall be subject to the following easements in favor of the Units benefited:

(1) For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone, cable television and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(2) For the performance of the Unit Owner's obligation to maintain, repair, replace and restore those portions of the Limited Common Elements that the Unit Owner is obligated to maintain under Section 5.2.

(b) The exercise of the easements created by Section 3.7(a) shall be subject to the other provisions of this Declaration and the Rules.

3.6 Units and Limited Common Elements Easement in Favor of Association.

(a) The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its directors, officer, agents, employees and independent contractors:

(1) For inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible and in order to verify that the provisions of the Condominium Documents are being complied with by the Unit Owners, Lessees and Occupants of the Unit;

(2) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements;

(3) For correction of conditions in one or more Units or Limited Common Elements which have damaged or if left uncorrected could damage, the Common Elements, the Limited Common Elements or other Units; and

(4) For the purpose of enabling the Association, the Board of Directors or any other committees appointed by the Board of Directors to exercise and discharge their respective rights, powers and duties under the Condominium Documents.

(b) Except in case of emergency, the Association shall only enter a Unit at reasonable times and upon reasonable notice to the Unit Owner or, if the Unit is leased, to the Lessee. In the event of an emergency, the Association may enter a Unit without prior notice to the Unit Owner or the Lessee, but promptly following the Association's entry into the Unit, the Association shall notify the Unit Owner or the Lessee of the nature of the emergency condition which required entry without notice. The Association shall be responsible for the repair of any damage to a Unit or the Common Elements caused by the Association's exercise of its rights under this Section.

3.7 Easements for Utilities and Maintenance. On behalf of all Owners, the Association may create and dedicate easements over the Common Elements: (a) for the benefit of all service providers for the installation, repair, replacement and maintenance of sanitary sewers, water, electric, gas and telephone lines and facilities, heating and air-conditioning facilities, cable, telephone or master television antenna or satellite lines or cables, and drainage facilities, and for ingress to and egress from the Condominium in connection therewith, and (b) for ingress to and egress from the Condominium for the benefit of all municipal, state and federal vehicles, including, without limitation, all emergency and service type vehicles as may be

required from time to time to service the Condominium and the Owners, Lessees and Occupants including, without limitation, for U.S. Mail distribution and collection and private or municipal refuse collection, without the joinder or consent of any First Mortgagee or other Person.

3.8 Easements for Shed Encroachments.

(a) As of the date of this Declaration, some sheds (each an "**Existing Shed**") located on and for the use of certain Units (each a "**Benefited Unit**") encroach on an adjoining Unit (a "**Burdened Unit**"). An exclusive easement for the encroachment of each Existing Shed is hereby created in favor of the Benefited Unit. In addition, the Owner or Occupant of a Benefited Unit shall have a non-exclusive easement over and upon the Burdened Unit to the extent necessary for the maintenance and repair of the Existing Shed. The easements created by this Section shall only be for the Existing Shed. No Existing Shed may be replaced or added to without the written consent of the Owner of the Burdened Unit.

(b) The Owner of a Benefited Unit shall maintain such Owner's Existing Shed in good order, condition and repair. Any repair or maintenance of an Existing Shed shall be done in compliance with laws, in a workmanlike manner and free of liens. The Owner of a Benefited Unit shall not permit any mechanic's or materialmen's liens to be filed against the Burdened Unit as a result of the maintenance or repair of such Owner's Existing Shed. If any such lien is filed, the Owner of the Benefited Unit, within fifteen (15) days after receipt of notice the filing of the lien, at its sole expense, shall cause the lien to be fully discharged by either paying the obligation secured thereby or by obtaining and recording a surety bond in accordance with A.R.S. §33-1004. The Owner of a Benefited Unit shall defend, indemnify and hold harmless the Owner of the Burdened Unit for, from and against any and all claims, liabilities, damages, losses, costs and expenses (including, without limitation, attorneys' fees) arising as a result of and in connection with the maintenance or repair of the Existing Shed.

(c) The easement created by this Section shall automatically terminate upon the conveyance of the Benefited Unit by the Owner who purchased the Benefited Unit from the Declarant, and such Owner must remove the Existing Shed from the Burdened Lot before the Benefited Lot is conveyed.

ARTICLE 4
USE AND OCCUPANCY RESTRICTIONS

4.1 Use. All Units shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted on any Unit or in or from any Unit, except for home occupations which may be conducted in the Condominium under the applicable ordinances of the City. The leasing of a Unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section.

4.2 Antennas. Except for antennas, satellite dishes and other over-the-air receiving devices covered by the FCC rules governing Over-the-Air Reception Devices; Television Broadcast Service and Multi-channel Multipoint Distribution Service (the "**FCC Rule**"), no antenna for the transmission or reception of television or radio signals or for access to the internet

shall be erected in a Unit. Any antenna, satellite dish or other receiving device covered by the FCC Rule may be installed in a Unit provided the antenna, satellite dish or receiving device is placed at the location which is the least visible from other Units and the Common Elements and does not interfere with the viewer's ability to install, maintain or use the antenna, satellite dish or receiving device. The Board of Directors shall have the right to adopt rules and regulations with respect to the installation and placement of antennas, satellite dishes and other receiving devices; provided, however, that the Board of Directors shall not impose or enforce any rule or regulation which is inconsistent with or prohibited by the FCC Rule.

4.3 Improvements and Alterations.

(a) No Owner, Lessee, Occupant or other Person shall construct or install any Improvements on the Common Elements or alter, modify or remove any Common Elements without the prior written approval of the Board of Directors.

(b) Only one Manufactured Home shall be erected, constructed or installed in any Unit. No Manufactured Home or other Improvement shall be erected, constructed or installed in any Unit without the prior written approval of the Design Review Committee. No Owner, Lessee or Occupant shall make any additions, alterations or modifications of any Manufactured Home or other Improvement within a Unit, unless prior to the commencement of each addition, alteration or improvement, the Owner, Lessee or Occupant receives the prior written approval of the Board of Directors. Notwithstanding any provision of this Section 4.3, no approval of the Board of Directors shall be required for any addition, alteration or improvement made by or at the direction of the Declarant or an Affiliate of the Declarant or for any addition, alteration or improvement approved in writing by the Declarant. All construction, whether or not such construction must be approved by the Board of Directors, shall be subject to reasonable rules, regulations or guidelines established from time to time by the Board of Directors. Any Owner making any additions, alterations or improvements within his Unit shall be responsible for any damage to other Units and to the Common Elements which results from any such alterations, additions or improvements.

4.3.1 A Design Review Committee shall be established to perform the duties and exercise the power and authority imposed on or granted to the Design Review Committee by the Condominium Documents. So long as the Declarant owns one or more Units, the Declarant shall have the sole right to determine the number of members on the Design Review Committee and to appoint and remove the members of the Design Review Committee. At such time as the Declarant no longer owns any Unit, the Board of Directors shall determine the number of members on the Design Review Committee, and the members of the Design Review Committee shall be appointed and may be removed by the Board of Directors. The Declarant may at any time voluntarily surrender its right to appoint and remove the members of the Design Review Committee, and in that event the Declarant may require, for so long as the Declarant owns one or more Units, that specified actions of the Design Review Committee, as described in a Recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. All approvals or disapprovals of matters by the Design Review Committee must be in writing.

4.3.2 No Construction or Modification shall be made or done without the prior written approval of the Design Review Committee; provided, however, that the provisions of this Article do not apply to, and approval of the Design Review Committee shall not be required for, any Construction or Modification or any other work made by, or on behalf of, the Declarant or an Affiliate of the Declarant. The approval required of the Design Review Committee pursuant to this Article 3 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

4.3.3 Any Owner desiring approval of the Design Review Committee for any Construction or Modification shall submit to the Design Review Committee a written request for approval specifying in detail the nature and extent of the Construction or Modification which the Owner desires to perform. The request for approval must be accompanied by plans or specifications showing the nature, kind, color, shape, height, materials and location of the proposed Manufactured Home, Accessory Structures or other Improvements and such other information as may be required by the Design Guidelines. Any Owner requesting the approval of the Design Review Committee shall also submit to the Design Review Committee any additional information, plans and specifications which the Design Review Committee may request. In the event that the Design Review Committee fails to provide written approval or disapproval of a complete application for approval within sixty (60) days after the application, together with any fee payable pursuant to Subsection 4.3.9 and all supporting information, plans and specifications requested by the Design Review Committee, have been submitted to the Design Review Committee, the application shall be deemed disapproved. The approval by the Design Review Committee of any Construction or Modification shall not be deemed a waiver of the Design Review Committee's right to withhold approval of any similar Construction or Modification subsequently submitted for approval.

4.3.4 In reviewing plans and specifications for any Construction or Modification, the Design Review Committee may consider any and all factors which the Design Review Committee, in its sole and absolute discretion, determines to be relevant including, but not limited to: (a) the harmony of the proposed Improvements with existing Improvements in the Project or with Improvements previously approved by the Design Review Committee but not yet constructed; (b) the location of the proposed Improvements in relation to existing topography, finished grade elevations, roads, Common Elements and other structures; (c) the exterior design, finish materials and color of the proposed Improvements; and (d) compliance of the proposed Improvements with this Declaration and the Design Guidelines. The Design Review Committee may disapprove plans and specifications for any Construction or Modification even though the plans and specifications may be in substantial compliance with this Declaration and the Design Guidelines if the Design Review Committee, in its sole and absolute discretion, determines that the proposed Construction or Modification, or some aspect or portion thereof, is undesirable or unattractive. Decisions of the Design Review Committee may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and attractiveness of certain Improvements. Each Owner agrees that the decision of the Design Review Committee shall be final on all matters submitted to it pursuant to this Declaration; provided, however, that after the Declarant no longer owns any Unit, any decision of the Design Review Committee may be

appealed to the Board by any Owner aggrieved by the decision. Any appeal to the Board must be filed with the Board within thirty (30) days after the date of the decision being appealed.

4.3.5 The Design Review Committee, by resolution, may exempt certain Construction or Modifications from the application and approval requirements of this Article, provided such Construction or Modifications are undertaken in strict compliance with the requirements of such resolution.

4.3.6 The Design Review Committee may authorize variances from compliance with any provision of the Design Guidelines in circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence, or when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require, and the Design Review Committee determines, in its sole discretion, that the objective of the particular requirement can still be achieved and the variance will have no substantial adverse effect on other Owners. No variance shall be effective unless in writing and signed by an authorized representative of the Design Review Committee. No variance may be contrary to this Declaration or preclude the Design Review Committee from denying a variance in other circumstances including, without limitation, circumstances similar or identical to circumstances under which the Design Review Committee previously granted a variance. For purpose of this Section, the inability to obtain approval of any governmental agency, issuance of any permit, or the terms of any financing shall not constitute hardships.

4.3.7 Upon receipt of approval from the Design Review Committee for any Construction or Modification, the Owner who had requested such approval shall proceed with the Construction or Modification approved by the Design Review Committee as soon as practicable and shall diligently pursue such Construction or Modification so that it is completed within twelve (12) months from commencement of the Construction or Modification, unless otherwise approved by the Design Review Committee.

4.3.8 Any Construction or Modification approved by the Design Review Committee must be done or performed in accordance with the plans and specifications approved by the Design Review Committee. No change, deletion or addition to the plans and specifications approved by the Design Review Committee may be made without the prior written approval of the Design Review Committee.

4.3.9 The Design Review Committee shall have the right to charge a fee for reviewing requests for approval of any Construction or Modification, which fee shall be payable at the time the application for approval is submitted to the Design Review Committee. The fee charged by the Design Review Committee may include the actual or estimated fees or costs incurred or anticipated to be incurred by the Design Review Committee in consulting with, or having the application reviewed by, architects, engineers or other professionals. The Association may retain architects, engineers or other persons as deemed necessary to review applications or otherwise assist the Design Review Committee.

4.3.10 The approval by the Design Review Committee of any Construction or Modification shall not be deemed a warranty or representation by the Design Review Committee as to the quality or suitably for intended use of such Construction or Modification or that such Construction or Modification conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

4.3.11 The Design Review Committee may condition its approval of plans and specifications upon the agreement by the Owner submitting such plans and specifications to furnish to the Association a bond or other security acceptable to the Design Review Committee in an amount determined by the Design Review Committee to be reasonably sufficient to: (a) assure the completion of the proposed Improvements or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvement, and (b) repair any damage which might be caused to any Common Elements as a result of such work. Provided there is no damage caused to any Common Elements by the Owner or its agents or contractors, any such bond shall be released or security shall be fully refundable to the Owner upon the completion of the Improvements in accordance with the plans and specifications approved by the Design Review Committee and the Owner's written request to the Design Review Committee.

4.3.12 In addition to all other remedies provided in the Condominium Documents or at law or in equity, the Association shall have the right to (a) stop any work that is not in compliance with the terms contained in this Section 4.3 or the Design Guidelines, (b) deny access to contractors performing such work, and (c) levy reasonable monetary penalties against the Owner or Occupant who caused such work to be performed. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither Declarant, the Association nor any of the officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other Person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner agrees to indemnify and hold Declarant, the Association and their respective directors, officers, managers, agents and employees harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review, approval or disapproval by the Board of Directors of plans submitted by the Owner or any Lessee or Occupant of the Owner's Unit.

4.4 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Common Elements, except in covered containers of a type, size and style, which are approved by the Board of Directors. The Board of Directors shall have the right to adopt and promulgate rules and regulations regarding garbage, trash and recyclable receptacles and collection. No incinerators shall be kept or maintained in any Unit. All trash, garbage or rubbish

must be kept in sanitary containers and must be bagged and deposited in trash and recycled material receptacles provided by the City. The Rules may contain provisions governing the disposal of trash, garbage and rubbish in the Condominium.

4.5 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon the Condominium except such machinery or equipment as is usual and customary in connection with the uses permitted by this Declaration, and except that which Declarant or the Association may require for the construction, operation and maintenance of the Common Elements.

4.6 Animals.

(a) Except as expressly permitted by this Section no animals, birds, reptiles, fish, fowl, poultry or livestock shall be maintained or kept in any Unit or on any other portion of the Condominium. For purposes of this Section, a "**Permitted Pet**" shall mean a dog, cat, fish or small bird of a variety commonly kept as a household pet. Permitted Pets may be kept in a Unit if they are kept, bred or raised solely as domestic pets and not for commercial purposes. Not more than a total of two (2) dogs or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) shall be kept or maintained in a Unit.

(b) No Permitted Pet shall be allowed to make an unreasonable amount of noise, cause an odor which is detectable outside the Unit, or be an annoyance to a person of ordinary sensibilities. No Permitted Pet shall be allowed to run loose on any part of the Common Elements. All dogs shall be kept on a leash when outside a Unit and all dogs shall be directly under the control of the Owner, Lessee or Occupant at all times. Any Person bringing a Permitted Pet onto the Common Elements shall immediately remove any feces or urine deposited on the Common Elements by the Permitted Pet, and such Person shall be liable to the Association for the cost of any cleaning of the Common Elements or the repair of any damage to the Common Elements caused or required by the Permitted Pet. Any Unit where a Permitted Pet is kept or maintained shall at all times be kept in a neat and clean condition. Each Owner, Lessee, Occupant or other Person bringing or keeping a Permitted Pet within the Condominium shall be absolutely liable to other Owners, Lessees, and Occupants and their invitees for any damage to Persons or Property caused by such Permitted Pet.

(c) Upon the written request of any Owner, the Board of Directors shall determine whether, for the purposes of this Section, a Permitted Pet makes an unreasonable amount of noise, causes an odor which is detectable outside the Unit or is an annoyance to a person of ordinary sensibilities. Notwithstanding any other provision of this Section, no Permitted Pet which the Board of Directors determines, in its sole discretion, is of a breed which has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals shall be kept in a Unit or on any other portion of the Condominium. Any Permitted Pet which has bitten or attacked a person or other animal or any Permitted Pet which the Board of Directors, in its sole discretion, determines has a propensity to attack persons or other animals or otherwise constitutes a threat to the safety of persons or other animals in the Property or which because of incessant barking or other behavior constitutes an unreasonable annoyance or nuisance to Owners, Lessees or Occupants or their guests shall be removed from

the Condominium by the owner of the Permitted Pet within five (5) days after written demand for removal of the Permitted Pet is given to the owner by the Board of Directors. Each Owner and Occupant acknowledges and agrees that the Association must report any instance of a Permitted Pet attacking or biting any person or other animal to the appropriate governmental agencies.

4.7 Diseases and Insects. No Owner shall permit any condition to exist upon the Owner's Unit, which could induce, breed or harbor infectious plant or animal diseases or noxious insects. Each Owner shall perform such pest control activities in his Unit as may be necessary to prevent insects, rodents and other pests from being present in the Unit.

4.8 Motor Vehicles.

(a) As used in this Section, the term "**Authorized Vehicles**" means motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, sport utility vehicles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles and pickup trucks having a manufacturers rating or payload capacity of one ton or less, all of which shall not exceed seven (7) feet in height.

(b) No motor vehicle other than an Authorized Motor Vehicle shall be operated on the streets within the Condominium. No Authorized Vehicle which is not licensed, operational and insured as required by law shall be operated on any street within the Condominium. No motor vehicle other than an Authorized Motor Vehicle may be parked on a Unit or the Common Elements. Authorized Vehicles may be parked only in Parking Spaces. Parking Spaces on the Common Elements are for guests or contractors of the Association or a Unit Owner. No Authorized Vehicle of an Owner, Lessee or Occupant of a Unit shall be parked in a Parking Space on the Common Elements.

(c) No Authorized Vehicle shall be parked in a Parking Space on the Common Elements if such vehicle does not completely and clearly fit within the painted parking lines designated for the Parking Space or otherwise physically fit wholly in the Parking Space. Parking Spaces shall be used solely for the parking of Authorized Vehicles and shall not be used for storage. No maintenance, repair, restoration or construction of any Authorized Vehicle should be conducted on the Common Elements or any Unit.

(e) No travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle may be parked, kept, maintained, constructed, reconstructed or repaired on any part of the Condominium.

(f) The Board of Directors shall have the right to have any automobile, sport utility vehicle, van, truck, recreational vehicle, motorcycle, motorbike, or other motor vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents towed away at the sole cost and expense of the owner of the vehicle. Any expense incurred by the Association in connection with the towing of any vehicle shall be paid to the Association upon demand by the owner of the vehicle.

4.9 Signs. Except for signs which under applicable law the Association may not prohibit, no signs shall be installed, constructed or placed within a Unit or on the Common Elements without the prior written approval of the Board of Directors.

4.10 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

4.11 Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or to any Owner, Lessee or Occupant or is an annoyance to any Owner, Lessee or Occupant or which interferes with the quiet enjoyment of a Unit by the Owner, Lessee or Occupant thereof, including any criminal or illegal activity by any Owner, Lessee or Occupant or their guests. Except as part of a security system, no exterior speakers, horns, whistles, bells or other sound devices shall be located, used or placed on the Condominium without the prior written approval of the Board of Directors.

4.12 Leasing Restrictions. No Unit shall be leased by a Unit Owner, or occupied by an Occupant, for hotel or transient purposes or for an initial term of less than thirty (30) days. No portion of a Unit which is less than the entire Unit shall be leased. The Association may establish Rules concerning the procedure to be utilized by Unit Owners that seek to rent or lease their Units to ensure compliance with this Section. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of this Declaration and the Rules and that any violation of this Declaration or the Rules by the Lessee or the other occupants shall be in default under the lease. At least ten (10) days before executing a lease, the Unit Owner shall provide the Association with a copy of the proposed lease and the following information: (a) the commencement date and expiration date of the lease term; (b) the names of each of the Lessees and each other Person who will reside in the Unit during the lease term; (c) the telephone number at which the Lessee can be contacted; (d) the address and telephone number at which the Owner can be contacted by the Association during the lease term; and (e) the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the Unit. Any Owner who leases his Unit must provide the Lessee with copies of this Declaration and the Rules. A Unit Owner shall be liable for any violation of this Declaration or the Rules by the Lessees or other occupants of the Unit and their guests and invitees and, in the event of any such violation, the Unit Owner, upon demand of the Association, shall immediately take all necessary steps to correct any such violations or, if demanded by the Board of Directors, immediately take all necessary action (including, but not limited to, legal action) to remove from the Unit the Lessees and all other persons residing in the Unit pursuant to the lease. The provisions of this Section shall not apply to the leasing or subleasing of a Unit by the Declarant or the Association.

4.13 Time Sharing. No Unit shall be divided or conveyed on a time increment basis or measurable chronological periods or pursuant to any agreement, plan, program or arrangement under which the right to use, occupy or possess a Unit, or any portion thereof, rotates among

various Persons on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time one hundred eighty (180) consecutive calendar days or less.

4.14 Hazardous Materials. No Owner, Lessee or Occupant shall use or keep in a Unit or any Limited Common Element allocated to the Unit any kerosene, gasoline, or inflammable or combustible fluid or material or other hazardous materials, other than those required, in limited quantities, for normal cleaning of the Unit and the Limited Common Element.

ARTICLE 5
MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS

5.1 Duties of the Association.

(a) The Association shall maintain, repair and replace all Common Elements, except for (1) the Limited Common Elements which the Unit Owners are obligated to maintain, repair and replace pursuant to Section 5.2 and (2) any part of the Common Elements to be maintained, repaired and replaced by a governmental body or agency.

(b) The Board of Directors shall be the sole judge as to the appropriate maintenance, repair and replacement of all Common Elements, but all Common Elements shall be maintained in good condition and repair at all times. No Owner, Lessee, Occupant or other Person shall construct or install any Improvements on the Common Elements or alter, modify or remove any Common Elements without the prior written approval of the Board of Directors. No Owner, Lessee, Occupant or other Person shall obstruct or interfere with the Association in the performance of the Association's maintenance, repair and replacement of the Common Elements or any components of the Units which the Association is obligated to maintain, repair or replace.

5.2 Duties of Unit Owners. Each Owner shall maintain, repair and replace, at his own expense, all portions of the Owner’s Unit, and all Improvements located thereon, in a good, clean and sanitary condition. In addition, each Owner shall be responsible for the maintenance, repair and replacement of the Limited Common Elements allocated to his Unit pursuant to Subsections 2.8(a)(1), 2.8(a)(2) and 2.8(a)(3).

5.3 Repair or Restoration Necessitated by Owner. Each Owner shall be liable to the Association for any damage to the Common Elements or the Improvements, landscaping or equipment thereon which results from the negligence or willful misconduct of the Owner or of the Owner's Lessees, Occupants or Invitees or from any violation of this Declaration or the Rules by an Owner or by the Owner's Lessees, Occupants or Invitees. The cost to the Association of any such repair, maintenance or replacements required by such act of an Owner or of the Owner's Lessees, Occupants or Invitees shall be assessed against the Owner as provided in Subsection 7.2.4. In addition, each Owner shall be liable to the other Unit Owners for any damage caused to such Owner’s Unit which results from the negligence or willful misconduct of the Owner or the Owner’s Lessees, Occupants or Invitees.

5.4 Owner's Failure to Maintain. If an Owner fails to maintain in good condition and repair his Unit, and any Improvements located thereon, or any Limited Common Element which he is obligated to maintain under this Declaration and the required maintenance, repair or replacement is not performed within fifteen (15) days after written notice has been given to the Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement, plus an administrative fee equal to fifteen percent (15%) of such costs, shall be assessed against the nonperforming unit Owner pursuant to Subsection 7.2.4.

ARTICLE 6
THE ASSOCIATION

6.1 Rights, Powers and Duties of the Association. No later than the date on which the first Unit is conveyed to a Purchaser, the Association shall be organized as a nonprofit Arizona corporation. The Association shall be the entity through which the Unit Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with such rights, powers and duties as may be reasonably necessary in order to effectuate the objectives and purposes of the Association as set forth in this Declaration and the Condominium Act. The Association shall have the right to finance capital improvements in the Condominium by encumbering future Assessments if such action is approved by the affirmative vote of Unit Owners holding more than two-thirds (2/3) of the votes in the Association. Unless the Condominium Documents or the Condominium Act specifically require a vote of the Members, the Board of Directors may act in all instances on behalf of the Association.

6.2 Directors and Officers. During the Period of Declarant Control, the Declarant shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association, and such directors and officers do not have to be Unit Owners. The initial directors and officers of the Association shall be designated in the Articles, and such designation shall constitute the appointment of such directors and officers by the Declarant. When the Period of Declarant Control expires, the Unit Owners shall elect the Board of Directors which shall consist of at least three but not more than five members, all of whom must be Unit Owners. The Board of Directors elected by the Unit Owners shall then elect the officers of the Association. For the limited purpose of determining whether a natural person is a Unit Owner and therefore eligible to serve on the Board of Directors, the spouse of a natural person who is a Unit Owner and any member, manager, shareholder, partner, director, officer or other authorized representative of a corporation, general partnership, limited partnership, limited liability company, limited liability partnership or other legal entity that is a Unit Owner shall be considered a Unit Owner. The Declarant may voluntarily surrender the right to appoint and remove the members of the Board of Directors and the officers of the Association before the expiration of the Period of Declarant Control, and in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors, as described in a Recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

6.3 Rules. The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal rules and regulations. The Rules may, among other things, restrict and govern the use of the Units and the Common Elements.

6.4 Identity of Members. Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of the Unit Owners. Membership in the Association shall be mandatory. An Owner shall automatically, upon becoming an Owner, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to each Unit and may not be separately assigned, transferred or conveyed.

6.5 Personal Liability. No director or officer of the Association, no member of any committee of the Association, no managing agent of the Association or such managing agent's employees and no other person acting on behalf of the Board of Directors shall be personally liable to any Member or to any other Person other than the Association for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence in the discharge of such person's duties and responsibilities under the Condominium Documents provided such person acted in good faith and without intentional misconduct.

ARTICLE 7
ASSESSMENTS

7.1 Preparation of Budget.

(a) At least thirty (30) days before the beginning of each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board of Directors believes will be required during the ensuing fiscal year to pay all Common Expenses including, but not limited, to: (1) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing; (2) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium; (3) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; and (4) such amounts as may be necessary to provide reserves for contingencies and replacements. The budget shall separately reflect any Common Expenses to be assessed against less than all of the Units. The Board of Directors is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget by the Unit Owners shall be required.

(b) Within fifteen (15) days after the adoption of the budget for each fiscal year of the Association (except for the first fiscal year), the Board of Directors shall send to each Owner a summary of the budget and a statement of the amount of the Regular Assessment assessed against the Owner's Unit in accordance with Section 7.2. The failure or delay of the

Board of Directors to adopt a budget for any fiscal year or to send each Owner a summary of the budget or a notice of the amount of the Regular Assessment for any fiscal year as required by this Subsection shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as provided in Section 7.2, and each Owner shall continue to pay the Regular Assessment for his Unit as established for the previous fiscal year until notice of the Regular Assessment for the new fiscal year has been given to the Owners by the Board of Directors.

7.2 Regular Assessment.

(a) For each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Directors (except for the Common Expenses which are to be assessed against less than all of the Units pursuant to this Declaration) shall be assessed against each Unit in proportion to the Unit's Common Expense Liability as set forth in Section 2.6. If the Board of Directors determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will become, inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, the Board of Directors may increase the Regular Assessment for that fiscal year and the revised Regular Assessment shall commence on the date designated by the Board of Directors.

(b) The Regular Assessments shall commence as to all Units on the day that the first Unit is conveyed to a Purchaser. The first Regular Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board of Directors may require that the Regular Assessments or Special Assessments be paid in installments.

(c) Except as otherwise expressly provided for in Section 5.1 or elsewhere in this Declaration, all Common Expenses including, but not limited to, Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element, shall be assessed against all of the Units in accordance with Section 7.2(a).

(d) If any Common Expense is caused by the misconduct of any Owner, the Association shall assess that Common Expense exclusively against such Owner's Unit. Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities. If the use of any Unit increases the cost to the Association of the insurance maintained by the Association pursuant to Article 8, the increased cost shall be assessed solely to such Unit.

(e) All Assessments, monetary penalties and other fees and charges levied against a Unit shall be the personal obligation of the Owner of the Unit at the time the Assessments, monetary penalties or other fees and charges became due. The personal obligation of an Owner for Assessments, monetary penalties and other fees and charges levied against his Unit shall not pass to the Owner's successors in title unless expressly assumed by them.

(f) The Regular Assessments for any Unit owned by the Declarant on which construction has not been substantially completed shall be an amount equal to twenty-five percent (25%) of the Regular Assessment for Units which have been substantially completed. For purposes of this Subsection, a Unit shall be deemed substantially completed when construction of the Unit is sufficiently complete so that the Unit may be lawfully occupied for residential use. The Declarant shall provide the Association with a certification of the date of substantial completion for each Unit, and such certification shall be binding on the Declarant, the Association and all Unit Owners. So long as any Unit owned by the Declarant qualifies for the reduced Regular Assessment provided for in this Subsection, the Declarant shall be obligated to pay to the Association any deficiency in the monies of the Association due to the Declarant having paid a reduced Regular Assessment and necessary for the Association to be able to timely pay all Common Expenses.

(g) The Association shall acquire and pay for the following: (1) water, sewer, electric, natural gas and other utility service for the Common Elements and the Units; and (2) refuse and recyclable collection for the Common Elements and the Units. A submetering system will measure the use of water and electricity by each Unit. The Association shall bill each Unit Owner for the water, electricity and natural gas used by the Owner's Unit as calculated by the submetering system based on the rate charged to the Association by the City or by the providing utility company. The Association, or a submetering company retained by the Association, shall bill each Unit monthly for all amounts owed to the Association by the Unit Owner pursuant to this Subsection (g), together with any applicable fee charged by the submetering company. To insure that the Association shall have adequate funds for the payment of water, electricity and natural gas bills, each Purchaser, upon becoming an Owner, shall pay to the Association a fee in the amount equal to two monthly installments of the then Regular Assessment for the Unit (the "**Utility Contingency Fee**"). The Utility Contingency Fee is non-refundable and is not a deposit and shall not be credited toward payment of any invoices for water, electric or natural gas service to the Owner's Unit, but instead shall be used as a reserve fund for payment of water, electricity and natural gas bills in the event one or more Owners fail to timely pay for water, electricity or natural gas service to their Unit.

7.3 Special Assessments. The Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any Special Assessment (other than a Special Assessment levied pursuant to Section 9.1 as a result of the damage or destruction of all or part of the Common Elements) shall have first been approved by Owners representing two-thirds (2/3) of the votes in the Association who are voting in person or by proxy at a meeting duly called for such purpose. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Owners.

7.4 Enforcement Assessment. The Association may assess against a Unit Owner as an Enforcement Assessment any of the following expenses: (a) any Collection Costs incurred by the Association in attempting to collect Assessments or other amounts payable to the Association

by the Owner; (b) any attorney fees (whether or not a lawsuit is filed) incurred by the Association with respect to any violation of the Condominium Documents by the Owner or the Owner's Lessees, Occupants or Invitees; (c) any monetary penalties levied against the Owner; or (d) any amounts (other than Regular Assessments, Special Assessments, Individual Assessments and User Fee Assessments) which become due and payable to the Association by the Owner or the Owner's Lessees, Occupants or Invitees pursuant to the Condominium Documents.

7.5 Purposes for which Association's Funds May be Used. The Association may use the funds and property collected and received by the Association (including, but not limited to, all Assessments, fees, loan proceeds, surplus funds and all funds and property received from any other source) for the purpose of: (a) discharging and performing the Association's duties and obligations under the Condominium Documents or applicable law; (b) exercising the rights and powers granted to the Association by the Condominium Documents or applicable law; (c) providing or promoting activities and services the Board of Directors deems appropriate, necessary or desirable to foster or promote the common good and general welfare of the Condominium and the Owners, Lessees and Occupants; (d) contracting for services (including, without limitation, trash collection or cable television) to be provided to Owners, Lessees and Occupants; and (e) taking such other action as the Board of Directors deems necessary, appropriate or desirable for the management and administration of the Association or the benefit of the Association or the Condominium.

7.6 Effect of Nonpayment of Assessments; Remedies of the Association.

(a) Any Assessment, or any installment of an Assessment, which is not paid within fifteen (15) days after the Assessment first became due shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of interest established from time to time by the Board of Directors. If any Assessment, or any installment thereof, is not paid within fifteen (15) days after the Assessment first became due, the Association may assess against the delinquent Unit Owner a late fee in the amount established from time to time by the Board of Directors.

(b) The Association shall have a lien on each Unit for any Assessment levied against that Unit from the time the Assessment becomes due and for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments. The Association’s lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments may be foreclosed in the same manner as a mortgage on real estate. Fees, charges, late charges, monetary penalties and interest charged pursuant to Section 33-1242, Paragraphs 10, 11 and 12 of the Arizona Revised Statutes, other than charges for late payment of Assessments, are not enforceable as Assessments under this Section 7.7. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment of the Assessment becomes due. The Association has a lien for fees, charges, late charges (other than charges for late payment of Assessments), monetary penalties or interest charged pursuant to Section 33-1242, Paragraphs 10, 11 and 12 of the Arizona Revised Statutes after the entry of a judgment in a civil suit for those fees, charges, late charges, monetary penalties or interest from a court of competent jurisdiction and the

recording of that judgment in the records of the County Recorder of Coconino County, Arizona, as otherwise provided by law. The Association's lien for monies other than for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments may not be foreclosed and is effective only on conveyance of any interest in the Unit. The recording of this Declaration constitutes record notice and perfection of the Association's lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments, and no further recordation of any claim of lien shall be required. Although not required in order to perfect the Association's lien, the Association shall have the right but not the obligation, to record a notice setting forth the amount of any delinquent Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments which are secured by the Association's lien.

(c) The Association's Lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments shall have priority over all liens, other interests and encumbrances except for: (1) liens and encumbrances Recorded before the recording of this Declaration; (2) liens for real estate taxes and other governmental assessments and charges; and (3) the lien of any First Mortgage or seller's interest in a first contract for sale recorded prior to the Assessment Lien. Any First Mortgagee or any other Person acquiring title or coming into possession of a Unit through foreclosure of the First Mortgage, purchase at a foreclosure sale or trustee's sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure shall acquire title free and clear of any claims for unpaid Assessments and charges against the Unit which became payable prior to the acquisition of such Unit by the First Mortgagee or other Person. Any assessments and charges against the Unit which accrue prior to such sale or transfer shall remain the obligation of the defaulting Unit Owner.

(d) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments, monetary penalties and all other fees and charges owed to the Association in any manner allowed by law including, but not limited to: (1) bringing an action at law against the Unit Owner personally obligated to pay the delinquent amounts and such action may be brought without waiving the Assessment Lien securing any such delinquent amounts; or (2) bringing an action to foreclose the Association's lien for Assessments, for charges for late payment of those Assessments, for reasonable collection fees and for reasonable attorney fees and costs incurred with respect to those Assessments in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Units purchased at such sale.

7.7 Certificate of Payment. The Association or the Association's managing agent, upon receipt of a written request, shall furnish to a lienholder, Unit Owner or Person designated by a Unit Owner a recordable statement setting forth the amount of unpaid Assessments against his Unit. The statement shall be furnished within fifteen (15) days after receipt of the request and is binding on the Association, the Board of Directors, and every Unit Owner. The

Association or the Association's managing agent may charge a reasonable fee in an amount established by the Board of Directors for each such statement.

7.8 No Exemption or Offsets. No Owner may exempt himself from liability for payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Condominium Documents by waiver and nonuse of any of the Common Elements and facilities or by the abandonment of his Unit. All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Condominium Act.

7.9 Initial Working Capital Fund. To provide the Association with initial operating funds, each Purchaser of a Unit from the Declarant or an Affiliate of Declarant shall pay to the Association, immediately upon becoming the Owner of the Unit, a sum equal to two monthly installments of the Regular Assessment for the Unit. Such amount shall be non-refundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration. The amounts paid to the Association pursuant to this Section may be used for any purpose for which Association funds may be used pursuant to Section 7.6.

7.10 Reserve Contribution.

(a) Except as provided in Section 7.10.(a), each Purchaser shall pay to the Association, immediately upon becoming the Owner of the Unit, a contribution (the "Reserve Contribution") to the reserves to be established pursuant to Section 7.12. The amount of the initial Reserve Contribution shall be $500.00. The Board of Directors may from time to time thereafter increase or decrease the amount of the Reserve Contribution.

(b) No Reserve Contribution shall be payable with respect to: (1) the transfer or conveyance of a Unit by devise or intestate succession; (2) a transfer or conveyance of a Unit to a family trust, family limited partnership or other Person for bona fide estate planning purposes; (3) a transfer or conveyance of a Unit to a corporation, partnership or other entity in which the grantor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment of the Reserve Contribution in which event a Reserve Contribution shall be payable with respect to such transfer or conveyance; (4) the conveyance of a Unit by a trustee's deed following a trustee's sale under a deed of trust; or (5) a conveyance of a Unit as a result of the foreclosure of a realty mortgage or the forfeiture or foreclosure of a purchaser's interest under a Recorded contract for the conveyance of real property subject to A.R.S. § 33-741, et seq.

(c) All Reserve Contributions shall be deposited in the Reserve Account established pursuant to Section 7.12. Reserve Contributions shall be non-refundable and shall not be considered as an advance payment of Assessments.

7.11 Transfer Fee. Each Purchaser shall pay to the Association, or, at the option of the Association, to the Association's managing agent, immediately upon becoming the Owner of

the Unit a transfer fee in the amount set from time to time by the Board of Directors to compensate the Association for the administrative cost resulting from the transfer of a Unit. The transfer fee is not intended to compensate the Association for the costs incurred in the preparation of the statement which the Association is required to mail or deliver to a purchaser under A.R.S. § 33-1260A and, therefore, the transfer fee shall be in addition to the fee which the Association is entitled to charge pursuant to A.R.S. § 33-1260C.

7.12 Reserves.

(a) The Board of Directors shall establish reserves for the future periodic maintenance, repair or replacement of the major components of the Common Elements which the Association is obligated to maintain, repair and replace. The reserves may be funded from Regular Assessments, the Reserve Contributions paid pursuant to Section 7.10, the Initial Working Capital Fund payments paid pursuant to Section 7.9 or any other revenue of the Association. All amounts designated as reserves shall be deposited by the Board of Directors in a separate bank account (the "**Reserve Account**") to be held for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. The Board of Directors periodically shall obtain a reserve study, which study shall at a minimum include (1) identification of the major components of the Common Elements which the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years; (2) identification of the probable remaining useful life of the identified major components as of the date of the study; (3) an estimate of the cost of repair, replacement, restoration, or maintenance of the identified major components during and at the end of their useful life; (4) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the identified major components during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

(b) Unless the Association is exempt from Federal or State taxes, all reserves shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulation of the Internal Revenue Service that will prevent such funds from being taxed as income of the Association.

ARTICLE 8
INSURANCE

8.1 Scope of Coverage.

(a) Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(1) A special form policy of property insurance with sprinkler leakage, debris removal and water damage endorsements, insuring the Common Elements. Such property insurance shall cover the interests of

the Association, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear (subject, however, to the loss payment adjustment provisions in favor of an Insurance Trustee), in an amount equal to one hundred percent (100%) of the then current replacement cost of the Common Elements (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation. Such policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area in which the Condominium is located. The Board of Directors shall also obtain and maintain such coverage on all personal property owned by the Association.

(2) Broad form comprehensive general liability insurance, for a limit to be determined by the Board, but not less than $1,000,000 for any single occurrence and $2,000,000 in aggregate for the policy term insuring the Association, the Board of Directors, the manager or management agent and their respective agents and employees, and the Unit Owners from liability arising out of or in connection with the use, ownership, maintenance or operation of the Common Elements. Such insurance shall cover all occurrences commonly insured against resulting in death, bodily injury, property damage and/or personal and advertising injury. Such policy shall include (i) a cross liability clause to cover liabilities of the Owners as a group to an Owner; (ii) medical payments insurance; (iii) blanket contractual liability coverage; and (iv) contingent liability coverage arising out of the use of hired and nonowned automobiles.

(3) Worker's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona and, if the Association has any employees, a policy of employer's liability insurance with coverage limits determined by the Board of Directors, but not less than the limits required for excess coverage under the Umbrella Liability Policy.

(4) Directors' and officers' liability insurance in an amount not less than $1,000,000 covering all the directors and officers of the Association and naming the managing agent of the Association as an additional insured.

(5) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board of Directors, the members of any committee or the Unit Owners.

(6) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) Each Unit Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or his membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, and employees against Unit Owners and members of their household, except for claims against Unit Owners by members of their households for employee dishonesty or forgery.

(iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

(vi) The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer).

(vii) A standard mortgagee clause providing that the insurance carrier shall notify the Association and each First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial change in coverage or cancellation of the policy.

(viii) Any Insurance Trust Agreement will be recognized by the insurer.

(ix) An "Agreed Amount Endorsement" and "Inflation Guard Endorsement" if such endorsements are available and are commonly required by prudent institutional mortgage investors in the area in which the Condominium is located.

(7) If required by any governmental or quasi-governmental agency (including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation) flood insurance in accordance with the applicable regulations of such agency.

(b) If, at the time of a loss insured under an insurance policy purchased by the Association, the loss is also insured under an insurance policy purchased by a Unit Owner, the Association's policy shall provide primary coverage.

(c) The Board of Directors may select deductibles applicable to the insurance coverage to be maintained by the Association pursuant to this Section 8.1 in order to reduce the premiums payable for such insurance. The deductible, if any, on any insurance policy obtained by the Association shall be a Common Expense, but the Association may assess to a Unit Owner any deductible amount necessitated by the negligence, misuse or neglect for which such Unit Owner is responsible.

(d) Notwithstanding any of the other provisions of this Article 8 to the contrary, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish such purpose. Each Unit Owner appoints the Association, or any insurance trustee or substitute insurance trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose.

(e) The Association and its directors and officers shall have no liability to any Owner or First Mortgagee or other Person having a lien on a Unit if, after a good faith effort, (1) the Association is unable to obtain insurance required hereunder because the insurance is no longer available; (2) if available, the insurance can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances; or (3) the Members fail to approve any increase in the Regular Assessment needed to pay the insurance premiums.

(f) The Board of Directors shall determine annually whether the amounts and types of insurance the Association has obtained provide adequate coverage in light of increased construction costs, inflation, practice in the area in which the Condominium is located, or any other factor which tends to indicate that either additional insurance policies or increased

coverage under existing policies are necessary or desirable to protect the interests of the Owners and of the Association.

(g) All insurance policies obtained by the Association pursuant to this Article 8 shall be obtained from generally acceptable insurance carriers.

8.2 General Requirements. All insurance provided for in this Article 8 shall be written under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Arizona. All such policies shall provide for a minimum of thirty (30) days advance written notice to the Association prior to the cancellation or material change of any insurance coverage under the policy.

8.3 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article shall be Common Expenses and shall be paid for by the Association.

8.4 Insurance Obtained by Unit Owners. Each Unit Owner shall obtain and maintain (a) property insurance covering all Improvements in the Unit and all furniture, furnishings, appliances and other personal property located in the Unit; and (b) liability insurance covering, to the extent not covered by the policies of liability insurance obtained by the Board of Directors for the benefit of all Unit Owners, such Unit Owner's liability for bodily injury, including death, and property damage arising out of the ownership, maintenance or use of the Owner's Unit.

8.6 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article 8 shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Board shall have the right to negotiate a settlement of the loss with the insurer and shall be entitled to receive all insurance proceeds paid by the insurer with respect to such loss. The Association or any Trustee under an Insurance Trust Agreement executed pursuant to Subsection 8.1.4 shall hold any insurance proceeds in trust for the Unit Owners and lienholders as their interests may appear, and the proceeds shall be disbursed and applied as provided for in the Condominium Act.

8.7 Certificate of Insurance. An insurer that has issued an insurance policy pursuant to this Article 8 shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing the policy shall not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner, and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

ARTICLE 9
DESTRUCTION OF IMPROVEMENTS

9.1 Automatic Reconstruction. Any portion of the Condominium for which insurance is maintained by the Association which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (a) the Condominium is terminated; (b) repair or

replacement would be illegal under any state or local health or safety statute or ordinance; or (c) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or allocated Limited Common Element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of the damaged or destroyed portion of the Condominium in excess of insurance proceeds and reserves shall be a Common Expense and shall be assessed to the Members as a Special Assessment pursuant to Section 7.3.

9.2 Determination Not to Reconstruct Without Termination. If eighty percent (80%) of the Unit Owners (including every Owner of a Unit or an allocated Limited Common Element which will not be rebuilt) vote not to rebuild, and the Condominium is not terminated in accordance with the Condominium Act, the insurance proceeds shall be distributed in proportion to their interests in the Common Elements to the Owners of those Units and the Owners to which those Limited Common Elements were allocated, or to lienholders as their interests may appear. The remainder of the proceeds shall be distributed to all Unit Owners or lienholders as their interests may appear in proportion to Common Element interests of all the Units. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests in the Common Elements and in the Common Expenses shall be automatically reallocated as if the Unit had been condemned under A.R.S. § 33-1206A, and the Association shall prepare, execute and record an amendment to this Declaration reflecting the reallocation.

9.3 Distribution of Insurance Proceeds in the Event of Termination of the Condominium. Notwithstanding any provisions of this Article 9 to the contrary, the distribution of insurance proceeds resulting from the damage or destruction of all or any part of the Common Elements shall be distributed as provided in the Condominium Act in the event of a termination of the Condominium.

9.4 Negotiations with Insurer. The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Elements, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Elements. Any settlement made by the Association in good faith shall be binding upon all Owners and First Mortgagees. Insurance proceeds for any damage or destruction of any part of the Condominium covered by property insurance maintained by the Association shall be paid to the Association and not to any First Mortgagee or other lienholder. The Association shall hold any proceeds in trust for the Unit Owners and lienholders as their interests may appear. Except as otherwise provided in Sections 9.1 and 9.2, all insurance proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged or destroyed Common Elements have been completely repaired or restored or the Condominium is terminated.

9.5 Repair of Units. Installation of improvements to, and repair of any damage to, the interior of a Unit not covered by property insurance maintained by the Association shall be made by and at the individual expense of the Owner of that Unit and shall be completed as promptly as practicable and in a lawful and workmanlike manner. Any installation or repair of improvements by an Owner shall be subject to the provisions of Section 4.3.

9.6 Priority. Nothing contained in this Article shall entitle an Owner to priority over any lender under a lien encumbering his Unit as to any portion of insurance proceeds allocated to such Unit.

ARTICLE 10
EMINENT DOMAIN

10.1 Total Taking of a Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Owner with a remnant which may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for his Unit and interest in the Common Elements, regardless of whether any Common Elements are taken. Upon such a taking, unless the decree otherwise provides, that Unit's allocated interests in the Common Elements and in the Common Expenses shall automatically be reallocated to the remaining Units in proportion to their respective allocated interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration in compliance with the Condominium Act. Any remnant of a Unit remaining after part of a Unit is taken becomes a Common Element.

10.2 Partial Taking of a Unit. Except as provided in Section 10.1, if part of a Unit is acquired by eminent domain, the award must compensate the Owner for the reduction in the value of his Unit and interest in the Common Elements, regardless of whether any Common Elements are taken. On acquisition, unless the decree otherwise provides, that Unit's allocated interests in the Common Elements and in the Common Expenses shall be reduced in proportion to the reduction in size of the Unit and the portion of the allocated interests divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interest.

10.3 Taking of Common Elements. If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken shall be paid to the Association for the benefit of the Unit Owners, and any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of the acquisition.

10.4 Taking of Entire Condominium. In the event the Condominium in its entirety is acquired by eminent domain, the Condominium is terminated and the provisions of A.R.S. § 33-1228 apply.

10.5 Priority and Power of Attorney. Nothing contained in this Article 10 shall entitle an Owner to priority over any First Mortgagee under a lien encumbering his Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Elements, or any part thereof. This

power of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

ARTICLE 11
DISPUTE RESOLUTION

11.1 Defined Terms. As used in this Article 11, the following terms shall have the meaning set forth below:

(1) **"Alleged Defect"** means any alleged defect or deficiency in the planning, design, engineering, grading, construction or development of the Common Elements or any Unit by a Declarant Party including, without limitation, any failure to comply with applicable building codes or federal, state or local laws, ordinances or regulations or any failure to comply with any express or implied warranty or standard of workmanship.

(2) **"Declarant Party"** means: (i) the Declarant and its members, managers, officers and employees; (ii) an Affiliate of Declarant; (iii) any general contractors, subcontractors, material suppliers, labor suppliers, architects, engineers, surveyors, consultants or other Persons who furnished labor or services or supplied materials in connection with the initial design, development and/or construction of Improvements in the Condominium or in connection with any addition, renovation, repair or reconstruction of the buildings or other Improvements in the Condominium; or (iii) any employee or other representative of the Declarant who serves as a director or officer of the Association.

(3) **"Claim"** means: (i) any claim or cause of action by a Claimant against a Declarant Party arising out of or related in any way to an Alleged Defect (including, without limitation, any claim or cause of action for breach of express or implied warranties, strict liability, negligence or consumer fraud) or that a Declarant Party was negligent in the planning, design, engineering, grading, construction or development of the Condominium; or (ii) any claim or cause of action against a Declarant Party arising out of or in any way related to the development of the Condominium or the management or operation of the Association, including, without limitation, any claim for negligence, fraud, intentional misconduct or breach of fiduciary duty.

11.2 Agreement to Resolve Certain Disputes Without Litigation. The Association, all Unit Owners and all Declarant Parties agree that it is in the best interests of the Association, the Unit Owners and the Declarant Parties to encourage the amicable resolution of Claims and to resolve Claims without the emotional and financial costs of litigation. Therefore, the

Association, all Unit Owners and all Declarant Parties agree that all Claims shall be resolved exclusively in accordance with the dispute resolution procedures set forth in this Article 11.

11.3 Notice of Claim. The Association or any Unit Owner who contends or alleges to have a Claim (a "**Claimant**") against any Declarant Party (a "**Respondent**") shall notify each Respondent in writing of the Claim (the "**Claim Notice**"), stating plainly and concisely: (1) the nature of Claim, including, date, time, location, Persons involved, and Respondent's role in the Claim; (2) the factual and legal basis of the Claim; and (3) what Claimant wants Respondent to do or not do to resolve the Claim. If the Claim involves an Alleged Defect, the Claim Notice shall state plainly and concisely: (1) the nature and location of the Alleged Defect; (2) the date on which the Association or Unit Owner giving the Notice of Alleged Defect first became aware of the Alleged Defect; and (3) whether the Alleged Defect has caused any damage to any persons or property. If the Alleged Defect is alleged to be the result of an act or omission of a person licensed by the State of Arizona under Title 20 or Title 32 of the Arizona Revised Statutes (a "**Licensed Professional**"), then the Claim Notice from the Association must be accompanied by an affidavit from a Licensed Professional in the same discipline as the Licensed Professional alleged to be responsible for the Alleged Defect. The affidavit must contain the information required to be contained in a preliminary expert opinion affidavit submitted pursuant to Section 12-2602B of the Arizona Revised Statutes. The Claimant and the Respondent shall negotiate in good faith in an attempt to resolve the Claim. If the Claim is not resolved to the satisfaction of the Claimant within one hundred twenty (120) days after the Claim Notice is given to the Respondent, then the Claimant may proceed with submitting the Claim to mediation pursuant to Section 11.5.

11.4 Right to Enter, Inspect, Repair and/or Replace. Whether or not a Claim Notice has been given pursuant to Section 11.3, a Declarant Party and its employees, agents, contractors, subcontractors and consultants shall have the right, upon reasonable notice to the Association or a Unit Owner and during normal business hours, to enter onto or into, as applicable, the Common Elements and any Unit for the purposes of inspecting and/or conducting testing to with respect to any Alleged Defect, and, if deemed necessary by the Declarant Party, to correct, repair and/or replace any Alleged Defect. In conducting such inspection, testing, repairs and/or replacement, the Declarant Party shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances. Nothing set forth in this Section 11.4 shall be construed to impose any obligation on any Declarant Party to inspect, test, repair, or replace any item or Alleged Defect for which the Declarant Party is not otherwise obligated. The right of a Declarant Party and its employees, agents, contractors and consultants to enter, inspect, test, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a written document, in recordable form, executed and Recorded by the Declarant Party. In no event shall any statutes of limitations be tolled during the period in which a Declarant Party conducts any inspection, testing, repair or replacement of any Alleged Defects.

11.5 Mediation. If the Parties do not resolve the Claim through negotiation within one hundred twenty (120) days after the Claim Notice is given to the Respondent, Claimant shall have sixty (60) additional days within which to submit the Claim to mediation by the American Arbitration Association ("**AAA**") or such other independent mediation service selected by mutual agreement of the Claimant and the Respondent. If Claimant does not submit the Claim to

mediation within the time period specified in this Section, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim. If the Parties do not settle the Claim within sixty (60) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation Notice**"). The Termination of Mediation Notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

11.6 Binding Arbitration.

(a) In the event a Claim is not resolved by mediation, the Claimant shall have ninety (90) days after the date of the Termination of Mediation Notice to submit the Claim to binding arbitration in accordance with this Section 11.6. If the Claimant fails to timely submit the Claim to arbitration, then the Claim shall be deemed waived and abandoned and the Respondent shall be relieved of any and all liability to Claimant arising out of the Claim. A Claimant may only submit a Claim in arbitration on its own behalf. No Claimant may submit a Claim in arbitration as a representative or member of a class, and no Claim may be arbitrated as a class action. The Association, the Unit Owners and all Declarant Parties agree that all Claims that are not resolved by negotiation or mediation shall be resolved exclusively by arbitration conducted in accordance with this Section 11.6. The Association, the Unit Owners and all Declarant Parties waive their right to have a Claim resolved by a court, including, without limitation, the right to file a legal action as the representative or member of a class or in any other representative capacity. The Claimant and Respondent shall cooperate in good faith to assure that all Declarant Parties who may be liable to the Claimant or Respondent with respect to the Claim are made parties to the arbitration.

(b) In the event the Claimant is the Association and the Claim involves an Alleged Defect, the Association shall not submit the Claim to arbitration until the Association has given written notice of the Claim to all Members, which notice shall (at a minimum) include: (1) a description of the Claim; (2) a description of the attempts of Declarant or any other Declarant Party to correct such Alleged Defect and the opportunities provided to Declarant or any other Declarant Party to correct such Alleged Defect; (3) a certification from an engineer licensed in the State of Arizona that such Alleged Defect exists along with a description of the scope of work necessary to cure such Alleged Defect and a resume of such engineer; (4) the estimated cost to repair such Alleged Defect; (5) the name and professional background of the attorney retained by the Association to pursue the Claim and a description of the relationship between such attorney and member(s) of the Board of Directors (if any); (6) a description of the fee arrangement between such attorney and the Association; (7) the estimated attorneys' fees and expert fees and costs necessary to pursue the Claim and the source of the funds which will be used to pay such fees and expenses; (8) the estimated time necessary to conclude the action; and (9) an affirmative statement from the Board of Directors that the action is in the best interests of the Association and its Members.

(c) If the Claimant submits the Claim to binding arbitration in accordance with this Section 11.6, the arbitration shall be conducted in accordance with the following:

(1) The arbitration shall be initiated by either party delivering to the other a Notice of Intention to Arbitrate as provided for in the AAA Commercial Arbitration Rules or such other rules as the AAA may determine to be applicable (the "**AAA Rules**").

(2) The arbitration shall be conducted in accordance with the AAA Rules and A.R.S. § 12-3001, et seq. In the event of a conflict between the AAA Rules and this Section 11.6, the provisions of this Section 11.6 shall govern.

(3) The parties shall appoint a single arbitrator (the "Arbitrator") by mutual agreement. If the parties have not agreed within ten (10) days of the date of the Notice of Intention to Arbitrate on the selection of an arbitrator willing to serve, the AAA shall appoint a qualified Arbitrator to serve.

(4) The Arbitrator shall be neutral and impartial. The Arbitrator shall be fully active in such Arbitrator's occupation or profession, knowledgeable as to the subject matter involved in the dispute, and experienced in arbitration proceedings. The foregoing shall not preclude otherwise qualified retired lawyers or judges from acting as the Arbitrator.

(5) Any candidate for the role of Arbitrator shall promptly disclose to the parties all actual or perceived conflicts of interest involving the dispute or the parties. No Arbitrator may serve if such person has a conflict of interest involving the subject matter of the dispute or the parties. If an Arbitrator resigns or becomes unwilling to continue to serve as an Arbitrator, a replacement shall be selected in accordance with the procedure set forth in Section 11.6(c)(3).

(6) The Arbitrator shall be fully compensated for all time spent in connection with the arbitration proceedings in accordance with the Arbitrator's usual hourly rate unless otherwise agreed to by the parties. Pending the final award, the Arbitrator's compensation and expenses shall be advanced equally by the parties.

(7) Within thirty (30) days after the Arbitrator has been appointed, a preliminary hearing among the Arbitrator and counsel for the parties shall be held for the purpose of developing a plan for the management of the arbitration, which shall then be memorialized in an appropriate order. The matters which may be addressed include, in addition to those set forth in the AAA Rules, the following: (i) definition of issues; (ii) scope, timing and types of discovery, if any; (iii) schedule and place(s) of hearings; (iv) setting of other timetables; (v) submission of motions and briefs; (vi) whether and to what extent expert testimony will be required, whether the Arbitrator should engage one or more neutral experts, and whether, if this is done, engagement of experts by the parties can be obviated or minimized; (vii) whether and to what extent the direct testimony of witnesses will be received by affidavit or written witness statement; and (viii) any other matters

which may promote the efficient, expeditious, and cost-effective conduct of the proceeding.

(8) The Arbitrator shall actively manage the proceedings as the Arbitrator deems best so as to make the proceedings expeditious, economical and less burdensome than litigation.

(9) All papers, documents, briefs, written communication, testimony and transcripts as well as any and all arbitration decisions shall be confidential and not disclosed to anyone other than the Arbitrator, the parties or the parties' attorneys and expert witnesses (where applicable to their testimony), except that upon prior written consent of all parties, such information may be divulged to additional third parties. All third parties shall agree in writing to keep such information confidential.

(10) Hearings may be held at any place within Coconino County, Arizona designated by the Arbitrator and, in the case of particular witnesses not subject to subpoena at the usual hearing site, at a place where such witnesses can be compelled to attend.

(11) The Arbitrator shall promptly (but, in no event later than sixty (60) days following the conclusion of the proceedings or such longer period as the parties mutually agree) determine the claims of the parties and render a final award in writing. The Arbitrator may award the prevailing party in the proceeding all or a part of such party's reasonable attorneys' fees and expert witness fees, taking into account the final result of arbitration, the conduct of the parties and their counsel in the course of the arbitration, and other relevant factors. The Arbitrator shall not award any punitive damages or other exemplary relief. The Arbitrator shall not award indirect, consequential or special damages regardless of whether the possibility of such damage or loss was disclosed to, or reasonably foreseen by the party against whom the claim is made. The Arbitrator shall assess the costs of the proceedings (including, without limitation, the fees of the Arbitrator) against the non-prevailing party.

11.7 Use of Funds. Any judgment, award or settlement received by a Claimant in connection with a Claim involving an Alleged Defect shall first be used to correct and/or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. If the Claimant receiving the judgment, award or settlement is the Association, any excess funds remaining after repair of such Alleged Defect shall be paid into the Association's reserve fund.

11.8 Approval of Arbitration or Litigation. The Association shall not deliver a Claim Notice to any Declarant Party or commence any legal action or arbitration proceeding or incur legal expenses (including without limitation, attorneys' fees) in connection with any Claim without the written approval of Unit Owners entitled to cast more than eighty percent (80%) of the total votes in the Association, excluding the votes of any Unit Owner who would be a

defendant in such proceedings. The Association must pay for any such legal action or mediation or arbitration proceeding with monies that are specifically collected for such purposes and may not borrow money or use reserve funds or other monies collected for specific Association obligations other than legal fees. In the event that the Association commences any legal action or arbitration proceeding involving a Claim relating to an Alleged Defect, all Unit Owners must notify prospective purchasers of their Unit of such legal action or arbitration proceeding and must provide such prospective purchasers with a copy of the notice received from the Association in accordance with Section 11.6.

11.9 Statute of Limitations. All statutes of limitations applicable to Claims shall apply to the commencement of arbitration proceedings under Section 11.6. If the arbitration proceedings are not initiated within the time period provided by Arizona law for the filing of a legal action with respect to the Clam, the Claim shall forever be barred.

11.10 Federal Arbitration Act. Because many of the materials and products incorporated into the Condominium are manufactured in other states, the development and conveyance of the Units evidences a transaction involving interstate commerce and the Federal Arbitration Act (9 U.S.C. §1, et. seq.) now in effect or as it may be hereafter amended, will govern the interpretation and enforcement of the arbitration provisions of this Declaration.

11.11 Conflicts. In the event of any conflict between this Article 11 and any other provision of the Condominium Documents, this Article 11 shall control.

BY ACCEPTANCE OF A DEED OR BY ACQUIRING A UNIT, EACH PERSON, FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, AGREES TO HAVE ANY CLAIM RESOLVED ACCORDING TO THE FEDERAL ARBITRATION ACT, THE ARIZONA REVISED STATUTES PERTAINING TO THE ARBITRATION OF DISPUTES TO THE EXTENT NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT AND THE PROVISIONS OF THIS ARTICLE 11 AND WAIVES THE RIGHT TO PURSUE ANY DECLARANT PARTY IN ANY MANNER OTHER THAN AS PROVIDED IN ARTICLE 11. THE ASSOCIATION, EACH UNIT OWNER AND DECLARANT ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL CLAIMS AS PROVIDED IN THIS ARTICLE 11, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH CLAIM TRIED BEFORE A JURY. THE ASSOCIATION, EACH UNIT OWNER AND DECLARANT FURTHER WAIVE THEIR RESPECTIVE RIGHTS TO AN AWARD OF PUNITIVE AND CONSEQUENTIAL DAMAGES RELATING TO A CLAIM. BY ACCEPTANCE OF A DEED OR BY ACQUIRING A UNIT, EACH UNIT OWNER VOLUNTARILY ACKNOWLEDGES THAT HE IS WAIVING ANY RIGHTS HE MAY POSSESS TO PUNITIVE AND CONSEQUENTIAL DAMAGES OR OTHER EXEMPLARY RELIEF OR THE RIGHT TO A TRIAL BEFORE A JURY RELATING TO A CLAIM.

IF A UNIT OWNER OR THE ASSOCIATION FILES A CIVIL ACTION ASSERTING ANY CLAIM AGAINST ANY DECLARANT PARTY INSTEAD OF COMPLYING WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS ARTICLE 11 (OR THE OTHER DISPUTE RESOLUTION PROVISIONS, AS APPLICABLE), THE PARTY AGGRIEVED BY THE FILING MAY APPLY TO THE COCONINO COUNTY SUPERIOR COURT FOR AN

ORDER DISMISSING THE CIVIL ACTION AND COMPELLING THE FILING PARTY TO SUBMIT THE CLAIM TO THE DISPUTE RESOLUTION PROVISIONS APPLICABLE THERETO. THE APPLYING PARTY SHALL BE ENTITLED TO IMMEDIATE ENTRY OF AN ORDER OF DISMISSAL AND A MANDATORY AWARD OF ATTORNEY'S FEES AND TAXABLE COSTS INCURRED IN COMPELLING COMPLIANCE WITH THE APPLICABLE DISPUTE RESOLUTION PROVISION.

IN THE EVENT THE ARBITRATION PROVISIONS OF THIS ARTICLE 11 ARE HELD NOT TO APPLY OR ARE HELD INVALID OR UNENFORCEABLE FOR ANY REASON, ALL DISPUTES SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. EACH OWNER IN THE ASSOCIATION, BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, HEREBY WAIVE AND COVENANT NOT TO ASSERT THEIR CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, DISPUTES RELATING TO CONSTRUCTION DEFECTS, MISREPRESENTATION OR DECLARANT'S FAILURE TO DISCLOSE MATERIAL FACTS. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THE RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF DECLARANT, ANY OWNER, THE ASSOCIATION OR THE RESPECTIVE SUCCESSORS AND ASSIGNS.

ARTICLE 12
RIGHTS OF FIRST MORTGAGEES

12.1 Notification to First Mortgagees. The Association shall provide each Mortgagee or guarantor of the Mortgage on any Unit with timely written notice of the following:

(a) Any condemnation loss or any casualty loss which affects either a material portion of the Condominium or the Unit securing its Mortgage;

(b) Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the Mortgage;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action which requires the consent of a specified percentage Mortgagees as set forth in Section 12.2.

12.2 Approval Required for Amendment to Declaration, Articles or Bylaws.

(a) Any amendments to the Condominium Documents of a material adverse nature to Mortgagees must be agreed to by Mortgagees that represent at least fifty-one percent (51%) of the votes in the Association allocated to Units that are subject to Mortgages.

(b) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons must be agreed to Mortgagees that represent at least fifty-one percent (51%) of the votes of Units subject to Mortgages.

(b) Any Mortgagee who receives a written proposal for an amendment to the Condominium Documents who fails to submit a response to the proposal within sixty (60) days after the Mortgagee receives proper notice of the proposal shall be deemed to have approved the proposed amendment, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

12.3 Prior Written Approval of First Mortgagees. Except as provided by statute in case of condemnation or substantial loss to the Units or the Common Elements, or as provided in this Declaration or the Condominium Act, unless at least two-thirds (2/3) of all First Mortgagees (based upon one vote for each First Mortgage owned) or Unit Owners (other than the Declarant or other sponsor, developer or builder of the Condominium) of the Units have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission, seek to abandon or terminate this Declaration or the Condominium;

(2) Change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this Subsection;

(5) Use Hazard insurance proceeds for losses to any Units or the Common Elements for any purpose other than the repair, replacement or reconstruction of such Units or the Common Elements.

Nothing contained in this Section or any other provisions of this Declaration shall be deemed to grant the Association the right to partition any Unit without the consent of the Unit Owners thereof. Any partition of a Unit shall be subject to such limitations and prohibitions as may be set forth elsewhere in this Declaration or as provided under Arizona law.

12.4 Right of First Refusal. Any right of first refusal in the Condominium Documents will not apply to/adversely impact the rights of a Mortgagee or its assignee to: (a) foreclose or take title to a Unit pursuant to the remedies in the Mortgage; (b) accept a deed or

assignment in lieu of foreclosure in the event of default by a mortgagor; or (c) sell or lease a Unit acquired by the Mortgage or its assignee.

12.5 Condemnation or Insurance Proceeds. No Unit Owner or any other party shall have priority over any rights of any First Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

12.6 Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Article and any other provision of the Condominium Documents, the provisions of this Article shall prevail; provided, however, that in the event of any conflict or inconsistency between the different Sections of this Article or between the provisions of this Article and any other provision of the Condominium Documents with respect to the number or percentage of Unit Owners or Eligible Mortgage Holders or Eligible Insurers Or Guarantors, that must consent to (a) an amendment of the Condominium Documents, (b) a termination of the Condominium, or (c) certain actions of the Association as specified in Sections 12.2 and 12.3, the provision requiring the consent of the greatest number or percentage of Unit Owners, Eligible Mortgage Holders or Eligible Insurers Or Guarantors shall prevail; provided, however, that the Declarant shall have the right to unilaterally amend this Declaration, the Articles or the Bylaws during the Period of Declarant Control in order to (a) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner, (b) correct any error or inconsistency in the Declaration, the Articles or the Bylaws if the amendment does not adversely affect the rights of any Unit Owner, or (c) comply with the requirements or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Department of Veterans Affairs.

ARTICLE 13
GENERAL PROVISIONS

13.1 Enforcement.

(a) The Association may enforce the Condominium Documents in any manner provided for in the Condominium Documents or by law or in equity, including, but not limited to:

(1) imposing reasonable monetary penalties after notice and an opportunity to be heard is given to the Unit Owner or other violator. A Unit Owner shall be responsible for payment of any fine levied or imposed against a Lessee or Occupant of the Owner's Unit or by any Invitee of the Unit Owner or any Lessee or Occupant;

(2) suspending a Unit Owner's right to vote;

(3) suspending any Person's right to use any facilities within the Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(4) suspending any services provided by the Association to a Unit Owner or the Owner's Unit if the Unit Owner is more than fifteen (15) days delinquent in paying any assessment or other charge owed to the Association;

(5) exercising self-help or taking action to abate any violation of the Condominium Documents provided, however, that judicial proceedings must be instituted before any items of construction can be altered or demolished;

(6) requiring a Unit Owner, at the Unit Owner's expense, to remove any Improvement installed or constructed in such Owner's Unit or in any Limited Common Element allocated to the Owner's Unit in violation of this Declaration and to restore the Unit or the Limited Common Element to its previous condition and, upon failure of the Unit Owner to do so, the Board of Directors or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass and all costs incurred by the Association shall be paid to the Association by the Unit Owner upon demand by the Association;

(7) without liability to any person, prohibiting any contractor, subcontractor, agent, employee or other invitee of a Unit Owner who fails to comply with the terms and provisions of the Condominium Documents from continuing or performing any further activities of the Condominium;

(8) towing vehicles which are parked in violation of this Declaration or the Rules;

(9) filing a suit at law or in equity to enjoin a violation of the Condominium Documents, to compel compliance with the Condominium Documents, to recover monetary penalties or money damages or to obtain such other relief as to which the Association may be entitled;

(10) recording a written notice of a violation of any restriction or provision of the Condominium Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (i) the legal description of the Unit against which the notice is being recorded; (ii) a brief description of the nature of the violation; and (iii) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation

of a Notice of Violation shall serve as a notice to the Unit Owner and to any subsequent purchaser of the Unit that there is a violation of the provisions of the Condominium Documents.

(b) The Association shall not be obligated to take any enforcement action if the Board of Directors determines, in its sole discretion, that because of the strength of possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result favorable to the Association, or other facts deemed relevant by the Board of Directors, enforcement action would not be appropriate or in the best interests of the Association.

(c) Any Unit Owner may enforce the Condominium Documents in any manner provided for in this Declaration or at law or in equity, except that a Unit Owner may not exercise any remedy provided to the Association by this Declaration or enforce payment of any Assessments or other amounts payable to the Association pursuant to the Condominium Documents.

(d) All rights and remedies of the Association under the Condominium Documents or at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the Association's right to exercise another right or remedy. The failure of the Association or an Owner to take enforcement action with respect to a violation of the Condominium Documents shall not constitute or be deemed a waiver of the right of the Association or any Owner to enforce the Condominium Documents in the future. If any lawsuit is filed by the Association or any Owner to enforce the provisions of the Condominium Documents or otherwise arising out of the Condominium Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party all attorney fees incurred by the prevailing party in the action.

13.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

13.3 Duration. The covenants and restrictions of this Declaration, as amended from time to time, shall run with and bind the Condominium in perpetuity unless the Condominium is terminated as provided in Section 13.4.

13.4 Termination of Condominium. Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by the agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated. An agreement to terminate the Condominium must be evidenced by the execution or ratifications of a termination agreement, in the same manner as a deed by the requisite number of Unit Owners.

13.5 Amendment.

(a) Except in cases of amendments that may be executed by a Declarant in the exercise of its Development Rights or under Section 33-1220 of the Condominium Act, by the Association under Section 33-1206 or 33-1216(D) of the Condominium Act, or by certain Unit

Owners under Section 33-1218(B), Section 33-1222, Section 33-1223 or Section 33-1228(B) of the Condominium Act, the Declaration, including the Plat, may be amended only by a vote of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

(b) Except to the extent expressly permitted or required by the Condominium Act, an amendment to this Declaration shall not create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit, the Allocated Interest of a Unit, or the use as to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners. Any amendment to this Declaration adopted by the Unit Owners during the Period of Declarant Control must be approved in writing by the Declarant. After the expiration of the Period of Declarant Control, an amendment to this Declaration shall not amend or delete any provisions of Article 11 or this Section 12.5.(b) in the absence of the unanimous consent of the Unit Owners.

(c) An amendment to the Declaration shall not terminate or decrease any unexpired Development Right, Special Declarant Right or Period of Declarant Control unless the Declarant approves the amendment in writing. No amendment to Article 11, Section 12.5(b) or this Section 12.5(c) shall be effective unless the Declarant approves the amendment in writing even if the Declarant no longer owns any Unit at the time of such amendment.

(d) During the Period of Declarant Control, the Declarant shall have the right to amend the Declaration, including the Plat, to: (1) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (2) correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Unit Owner; or (3) comply with the rules or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments, including without limitation, the Department of Veterans Affairs, the Federal Housing Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

(e) Any amendment adopted by the Unit Owners pursuant to Section 12.5(a) shall be signed by the President or Vice President of the Association and shall be Recorded within thirty (30) days after the adoption of the amendment. Any amendment made by the Declarant pursuant to Section 12.5(d) or the Condominium Act shall be executed by the Declarant and shall be Recorded.

13.6 Notices. All notices, demands, statements or other communications required to be given to or served on a Unit Owner under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed to the Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Association or, if no such address is designated, at the address of the Unit of such Owner. A Unit Owner may change his address on file with the Association for receipt of notices by delivering a written notice of change of address to the Association. A notice given by mail, whether regular, certified, or registered, shall be deemed to have been received by the person to whom the notice was addressed on the earlier of

the date the notice is actually received or three days after the notice is mailed. If a Unit is owned by more than one person, notice to one of the Owners shall constitute notice to all Owners of the same Unit. Each Unit Owner shall file his correct mailing address with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

13.7 Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed.

13.8 Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration. Unless otherwise specified, all references in this Declaration to Articles or Sections refer to Articles or Sections of this Declaration.

13.9 Survival of Liability. The termination of membership in the Association shall not relieve or release any former Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

13.10 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws or the Association Rules, the provisions of this Declaration shall prevail.

13.11 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

13.12 Guests and Tenants. Each Unit Owner shall be responsible for compliance by his agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Condominium Documents. A Unit Owner’s failure to insure compliance by such Persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

13.13 Attorneys' Fees. In the event the Declarant, the Association or any Unit Owner employs an attorney or attorneys to enforce a lien or to collect any amounts due from a Unit Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Condominium Documents, the prevailing party in any such action shall be entitled to recover from the other party his reasonable attorneys' fees incurred in the action.

13.14 Number of Days. In computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a

Saturday, Sunday or holiday, then the next day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

WESTGLEN MHP, LLC, an Arizona limited liability company

By:_____

Name: _____

Title: _____

STATE OF)
) ss.
County of)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ the _____ of Westglen MHP, LLC, an Arizona limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

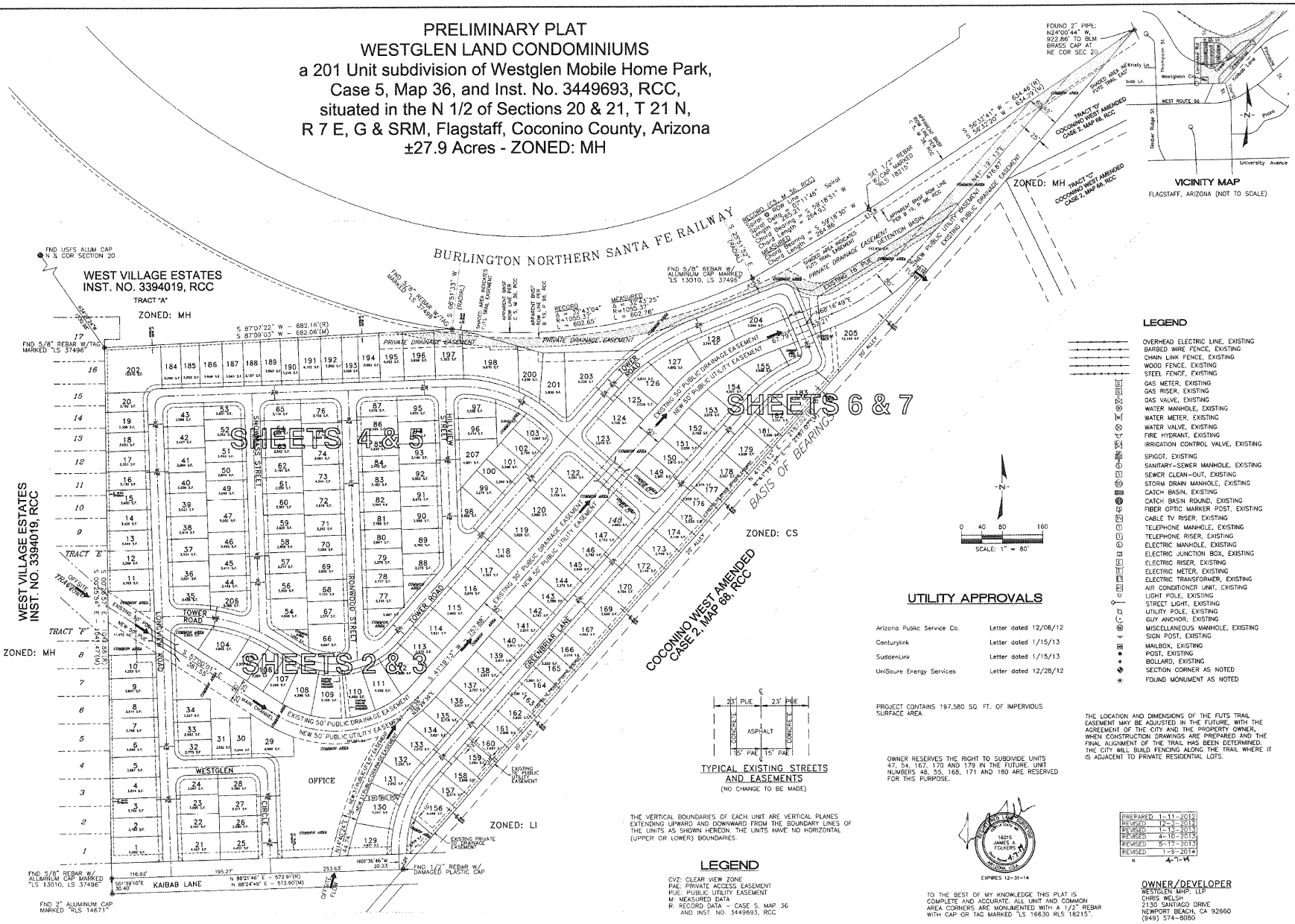
_____

EXHIBIT A

LEGAL DESCRIPTION OF
PROPERTY SUBMITTED TO CONDOMINIUM

PRELIMINARY PLAT
WESTGLEN LAND CONDOMINIUMS

a 201 Unit subdivision of Westglen Mobile Home Park,
Case 5, Map 36, and Inst. No. 3449693, RCC,
situated in the N 1/2 of Sections 20 & 21, T 21 N,
R 7 E, G & SRM, Flagstaff, Coconino County, Arizona
±27.9 Acres - ZONED: MH



VICINITY MAP
FLAGSTAFF, ARIZONA (NOT TO SCALE)

LEGEND

- OVERHEAD ELECTRIC LINE, EXISTING
- BARBED WIRE FENCE, EXISTING
- CHAIN LINK FENCE, EXISTING
- WOOD FENCE, EXISTING
- STEEL FENCE, EXISTING
- GAS METER, EXISTING
- GAS RISER, EXISTING
- GAS VALVE, EXISTING
- WATER MANHOLE, EXISTING
- WATER METER, EXISTING
- WATER VALVE, EXISTING
- FIRE HYDRANT, EXISTING
- IRRIGATION CONTROL VALVE, EXISTING
- SPIGOT, EXISTING
- SANITARY-SEWER MANHOLE, EXISTING
- SEWER CLEAN-OUT, EXISTING
- STORM DRAIN MANHOLE, EXISTING
- CATCH BASIN, EXISTING
- CATCH BASIN FOUND, EXISTING
- FIBER OPTIC MARKER POST, EXISTING
- CABLE TV RISER, EXISTING
- TELEPHONE MANHOLE, EXISTING
- TELEPHONE RISER, EXISTING
- ELECTRIC MANHOLE, EXISTING
- ELECTRIC JUNCTION BOX, EXISTING
- ELECTRIC RISER, EXISTING
- ELECTRIC METER, EXISTING
- ELECTRIC TRANSFORMER, EXISTING
- AIR CONDITIONER UNIT, EXISTING
- LIGHT POLE, EXISTING
- STREET LIGHT, EXISTING
- UTILITY POLE, EXISTING
- GUY ANCHOR, EXISTING
- MISCELLANEOUS MANHOLE, EXISTING
- SIGN POST, EXISTING
- MAILBOX, EXISTING
- POST, EXISTING
- BOLLARD, EXISTING
- SECTION CORNER AS NOTED
- FOUND MONUMENT AS NOTED

UTILITY APPROVALS

Arizona Public Service Co.	Letter dated 12/06/12
Centurylink	Letter dated 1/15/13
SuddenLink	Letter dated 1/15/13
UniSoure Energy Services	Letter dated 12/28/12

PROJECT CONTAINS 197,580 SQ. FT. OF IMPERVIOUS SURFACE AREA.

OWNER RESERVES THE RIGHT TO SUBDIVIDE UNITS 47, 54, 167, 170 AND 179 IN THE FUTURE. UNIT NUMBERS 46, 55, 168, 171 AND 180 ARE RESERVED FOR THIS PURPOSE.

THE LOCATION AND DIMENSIONS OF THE FUTS TRAIL EASEMENT MAY BE ADJUSTED IN THE FUTURE, WITH THE AGREEMENT OF THE CITY AND THE PROPERTY OWNER, WHEN CONSTRUCTION DRAWINGS ARE PREPARED AND THE FINAL ALIGNMENT OF THE TRAIL HAS BEEN DETERMINED. THE CITY WILL BUILD FENCING ALONG THE TRAIL WHERE IT IS ADJACENT TO PRIVATE RESIDENTIAL LOTS.

TYPICAL EXISTING STREETS AND EASEMENTS
(NO CHANGE TO BE MADE)

THE VERTICAL BOUNDARIES OF EACH UNIT ARE VERTICAL PLANES EXTENDING UPWARD AND DOWNWARD FROM THE BOUNDARY LINES OF THE UNITS AS SHOWN HEREON. THE UNITS HAVE NO HORIZONTAL (UPPER OR LOWER) BOUNDARIES.

LEGEND

CVZ: CLEAR VIEW ZONE
PAE: PRIVATE ACCESS EASEMENT
PUE: PUBLIC UTILITY EASEMENT
M: MEASURED DATA
R: RECORD DATA - CASE 5, MAP 36 AND INST. NO. 3449693, RCC

TO THE BEST OF MY KNOWLEDGE THIS PLAT IS COMPLETE AND ACCURATE. ALL UNIT AND COMMON AREA CORNERS ARE MONUMENTED WITH A 1/2" REBAR WITH CAP OR TAG MARKED "LS 16630 RLS 18215".

PREPARED	1-11-2012
REVISED	12-3-2014
REVISED	1-13-2013
REVISED	4-16-2013
REVISED	5-17-2013
REVISED	1-9-2014

OWNER/DEVELOPER
WESTGLEN MHP, LLP
CHRIS WELSH
2130 SANTIAGO DRIVE
NEWPORT BEACH, CA 92660
(949) 574-8080

SHEET 1 OF 7

WOODSON ENGINEERING AND SURVEYING INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4638 FAX: (928) 774-4646

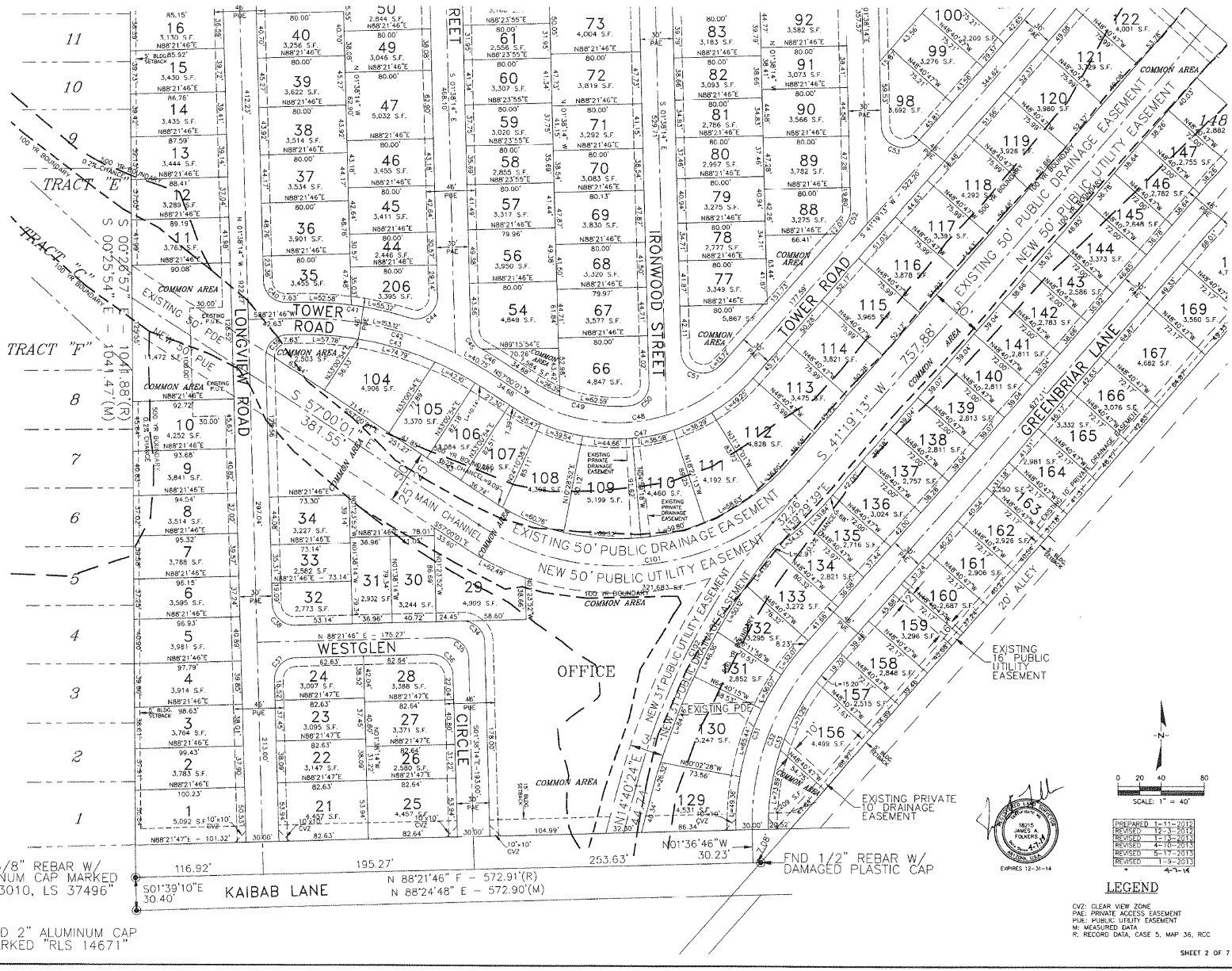
4-07-2014

111024

WESTGLEN LAND CONDOMINIUMS
4-10-13
PRELIMINARY PLAT

DRAFTED BY: JAF
START DATE: 1/11/2012
WORK NO.: 111024
FN:

WEST VILLAGE ESTATES
INST. NO. 3394019, RCC



PREPARED	1-11-2012
REVISED	12-3-2012
REVISED	1-15-2013
REVISED	4-10-2013
REVISED	5-17-2013
REVISED	1-9-2013

4-7-14

LEGEND

CVZ: CLEAR VIEW ZONE
PAE: PRIVATE ACCESS EASEMENT
PUE: PUBLIC UTILITY EASEMENT
M: MEASURED DATA
R: RECORD DATA, CASE 5, MAP 36, RCC

SHEET 2 OF 7

WOODSON ENGINEERING AND SURVEYING INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4646 FAX: (928) 774-4646

4-7-2014

111024

WESTGLEN LAND CONDOMINIUMS
PRELIMINARY PLAT

STARTED ON: 1/11/2012
SURVEY BY: WSE
PROJ. NO.: 111024
FN:

WEST VILLAGE ESTATES
INST. NO. 3394019, RCC

SCALE: 1" = 40'
CONTOUR INTERVAL = 2'

PREPARED	1-11-2012
REVISED	12-3-2012
REVISED	1-13-2013
REVISED	4-16-2013
REVISED	5-17-2013
REVISED	1-9-2013
"	4-7-14

LEGEND

CVZ: CLEAR VIEW ZONE
PAE: PRIVATE ACCESS EASEMENT
PUE: PUBLIC UTILITY EASEMENT
M: MEASURED DATA
R: RECORD DATA, CASE 5, MAP 36, RCC

SHEET 1 OF 1

DRAFTED BY: AF
DATE: 1-11-2012
PROJ. NO.: 111024
FN:

4-7-2014

WOODSON ENGINEERING AND SURVEYING INC.
124 N. ELDEN ST., • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4638 FAX: (928) 774-4646

111024

WESTGLEN LAND CONDOMINIUMS
PRELIMINARY PLAT

WEST VILLAGE ESTATES
INST. NO. 3394019, RCC

TRACT "A"

LEGEND

PAE: PRIVATE ACCESS EASEMENT
PUE: PUBLIC UTILITY EASEMENT
M: MEASURED
R: RECORD: CASE 5, MAP 36, RCC

PREPARED	1-11-2012
REVISED	12-3-2012
REVISED	1-13-2013
REVISED	4-16-2013
REVISED	5-17-2013
REVISED	1-9-2014

18215 JAMES A. OLIVERS ARIZONA U.S.A.

EXPIRES 12-31-2014

FND USFS ALUM CAP
N ¼ COR SECTION 20

N34°27'24"W 1530.98'

FND 5/8" REBAR W/TAG MARKED "LS 37496"

S 87°07'22" W - 682.16'(R)
S 87°09'03" W - 682.06'(M)

BURLINGTON NORTHERN SANTA

FND 5/8" REBAR W/TAG MARKED "LS 37496"

S 06°51'33" W (RADIAL)

SHADED AREA INDICATES FUTS TRAIL EASEMENT

APPARENT BNSF ROW LINE PER C 5, M 36, RCC

APPARENT BNSF ROW LINE PER B 19, P 98, RCC

RECORD
Δ = 32°43'04"
R=1055.37'
L = 602.65'

MEASURED
Δ = 32°4
R=1055.37
L = 602.

PRIVATE DRAINAGE EASEMENT

N 88°21'46" E - 571.70'

N 88°21'46" E - 186.34'

144.36'

SCALE: 1" = 40'

SNOWMASS STREET

HILLVIEW STREET

IRONWOOD STREET

TOWER ROAD

LONGVIEW ROAD

GREENBRIAR LANE

COMMON AREA

EXISTING 50' PDE

NEW 50' PUE

NEW 50' PUBLIC UTILITY EASEMENT

EXISTING 50' PUBLIC DRAINAGE EASEMENT

TRACT "E"

TRACT "C"

TRACT "F"

S 00°28'57" E - 1041.88'(R)
S 00°25'54" E - 1041.47'(M)

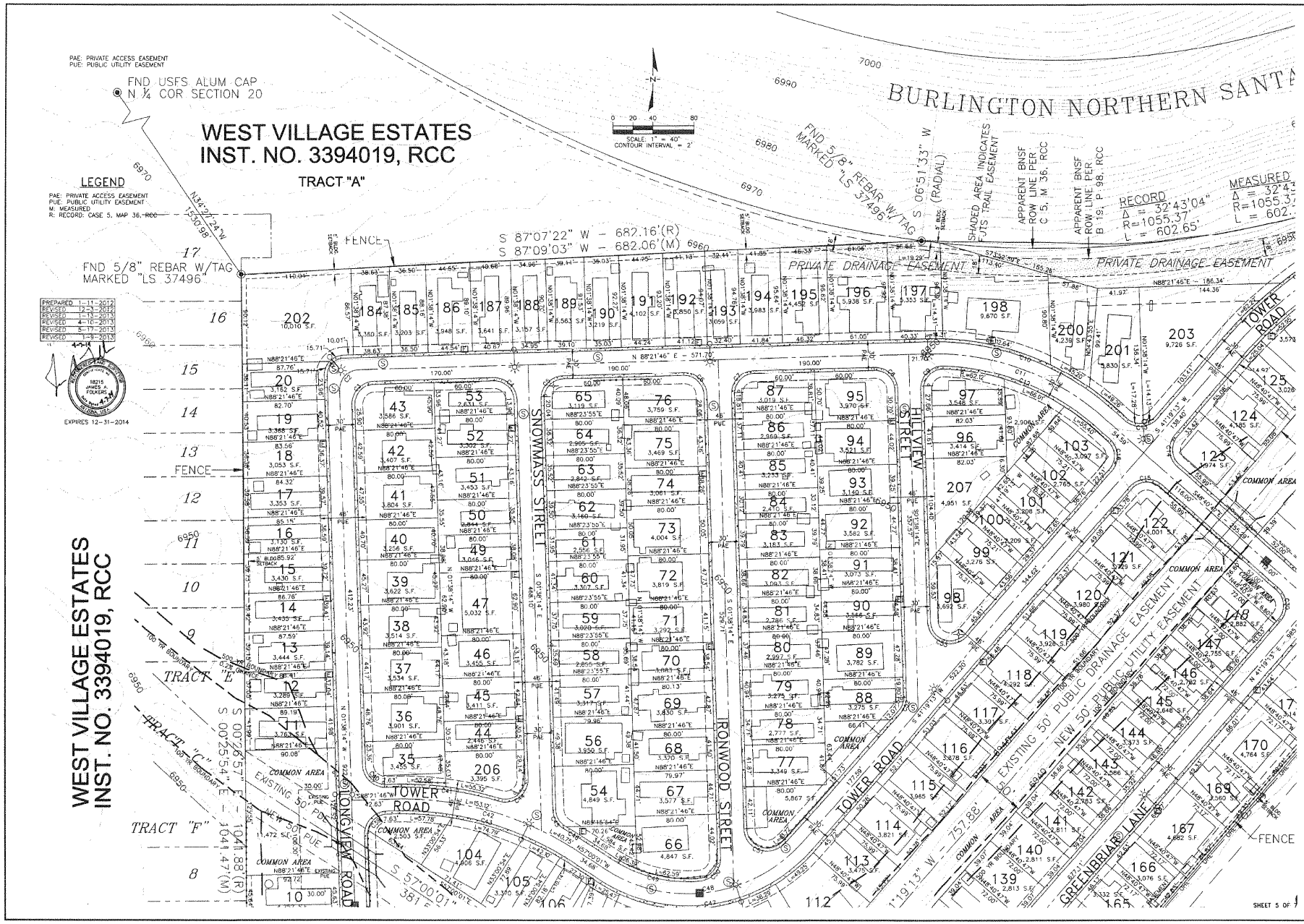
S 57°00'01" E 381.

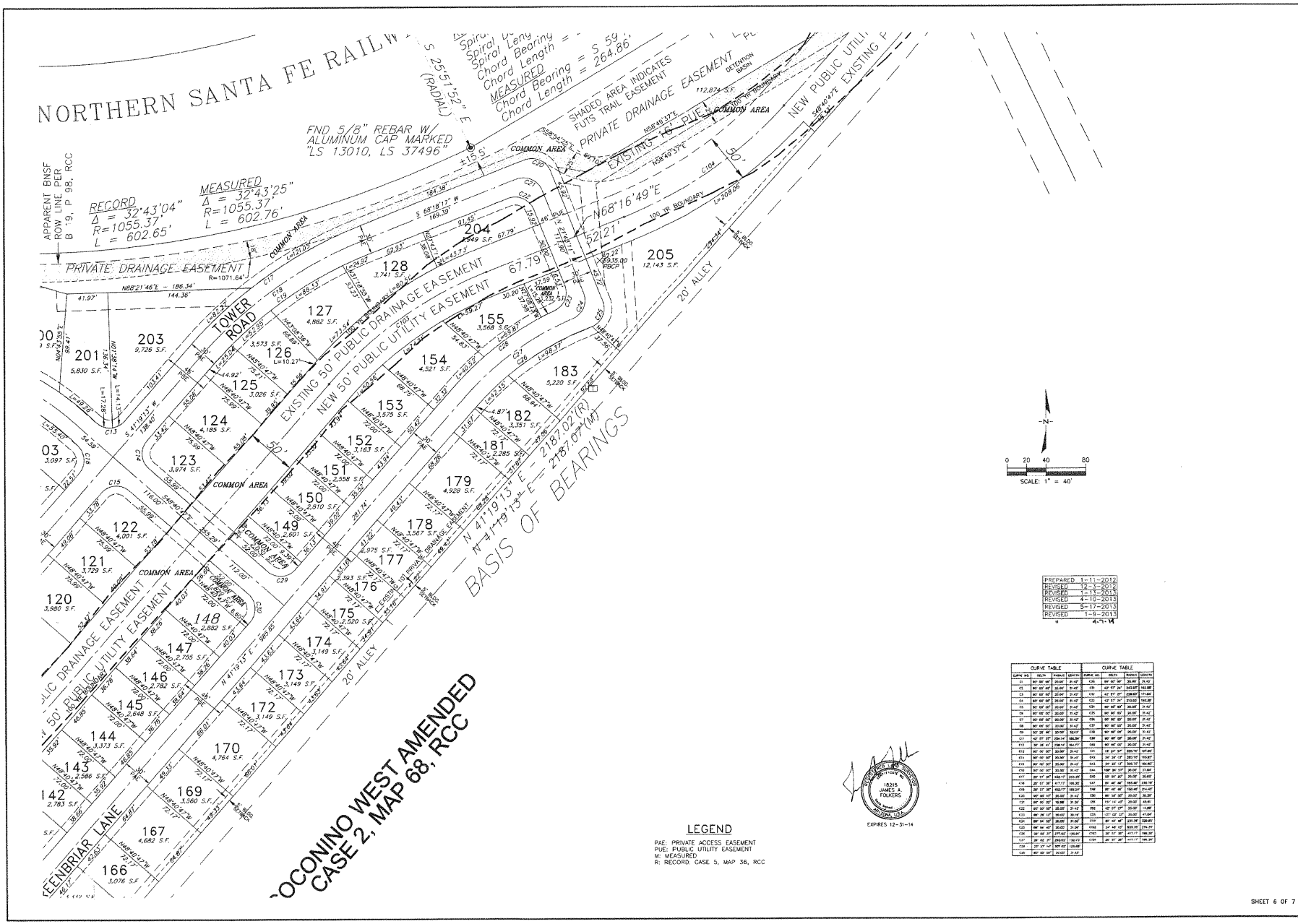
N 1°19'13" W - 757.88'

SHEET 4 OF 7

WEST VILLAGE ESTATES
INST. NO. 3394019, RCC

4-7-2014	
WOODSON ENGINEERING AND SURVEYING INC.	124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4646 FAX: (928) 774-4646
111024	
WESTGLEN LAND CONDOMINIUMS	PRELIMINARY PLAT
DRAFTED BY: AIP	
START DATE: 1/11/2012	
PROJ. NO.: 111024	
TN:	


WEST VILLAGE ESTATES
INST. NO. 3394019, RCC
TRACT "A"
LEGEND
PAE: PRIVATE ACCESS EASEMENT
PUE: PUBLIC UTILITY EASEMENT
M: MEASURED
R: RECORD: CASE 5, MAP 36, RCC
FND USFS ALUM CAP
N ¼ COR SECTION 20
BURLINGTON NORTHERN SANTA
FND 5/8" REBAR W/TAG MARKED "LS 37496"
S 87°07'22" W - 682.16'(R)
S 87°09'03" W - 682.06'(M)
PRIVATE DRAINAGE EASEMENT
SNOWMASS STREET
IRONWOOD STREET
HILLVIEW STREET
TOWER ROAD
GREENBRIAR LANE
COMMON AREA
EXISTING 50' PUBLIC DRAINAGE EASEMENT
NEW 50' PUBLIC UTILITY EASEMENT
TRACT "E"
TRACT "F"
TRACT "C"
WESTGLEN LAND CONDOMINIUMS
PRELIMINARY PLAT
WOODSON ENGINEERING AND SURVEYING INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646
4-7-2014
111024
SHEET 5 OF 7



PREPARED	1-11-2012
REVISED	12-1-2012
REVISED	1-11-2013
REVISED	4-10-2013
REVISED	9-17-2013
REVISED	1-9-2014
"	4-7-14

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	90° 00' 00"	20.00'	31.42'
C2	90° 00' 00"	20.00'	31.42'
C3	90° 00' 00"	20.00'	31.42'
C4	90° 00' 00"	20.00'	31.42'
C5	90° 00' 00"	20.00'	31.42'
C6	90° 00' 00"	20.00'	31.42'
C7	90° 00' 00"	20.00'	31.42'
C8	90° 00' 00"	20.00'	31.42'
C9	92° 28' 46"	20.00'	32.27'
C11	42° 57' 27"	234.14'	175.57'
C12	38° 28' 41"	234.14'	157.22'
C13	90° 00' 00"	20.00'	31.42'
C14	90° 00' 00"	20.00'	31.42'
C15	90° 00' 00"	20.00'	31.42'
C16	90° 00' 00"	20.00'	31.42'
C17	26° 17' 41"	458.17'	210.25'
C18	26° 17' 41"	417.17'	191.32'
C19	26° 17' 41"	432.17'	198.21'
C20	90° 00' 00"	20.00'	31.42'
C21	90° 00' 00"	19.98'	31.38'
C22	90° 00' 00"	20.02'	31.42'
C23	88° 29' 13"	20.00'	30.91'
C24	89° 54' 00"	20.00'	31.38'
C25	90° 06' 00"	20.00'	31.54'
C26	26° 05' 31"	277.42'	126.30'
C27	26° 05' 31"	296.42'	135.01'
C28	23° 21' 14"	307.42'	125.38'
C29	90° 00' 00"	20.00'	31.42'

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C30	90° 00' 00"	20.00'	31.42'
C31	42° 57' 27"	243.00'	182.08'
C32	42° 57' 27"	228.00'	171.04'
C33	42° 57' 27"	213.00'	160.00'
C34	90° 00' 00"	20.00'	31.42'
C35	90° 00' 00"	20.00'	31.42'
C36	90° 00' 00"	20.00'	31.42'
C37	90° 00' 00"	20.00'	31.42'
C38	90° 00' 00"	20.00'	31.42'
C39	90° 00' 00"	20.00'	31.42'
C40	90° 00' 00"	20.00'	31.42'
C41	19° 24' 37"	225.70'	107.20'
C42	24° 24' 13"	225.70'	119.67'
C43	24° 24' 13"	225.70'	119.67'
C44	158° 35' 17"	20.00'	27.64'
C45	58° 35' 17"	20.00'	20.45'
C47	90° 00' 48"	165.48'	259.70'
C48	90° 00' 48"	165.48'	259.70'
C49	90° 00' 00"	20.00'	31.38'
C50	151° 14' 42"	20.00'	45.61'
C51	42° 57' 27"	20.00'	14.98'
C52	131° 02' 12"	20.00'	47.04'
C101	81° 40' 48"	225.70'	328.65'
C102	24° 46' 12"	225.70'	174.91'
C103	26° 51' 36"	417.17'	195.55'
C104	26° 51' 36"	417.17'	195.55'

LEGEND

PAE: PRIVATE ACCESS EASEMENT
PUE: PUBLIC UTILITY EASEMENT
M: MEASURED
R: RECORD: CASE 5, MAP 36, RCC

REGISTERED LAND SURVEYOR
18215
JAMES A. FOLKERS
ARIZONA, U.S.A.
EXPIRES 12-31-14

SHEET 6 OF 7

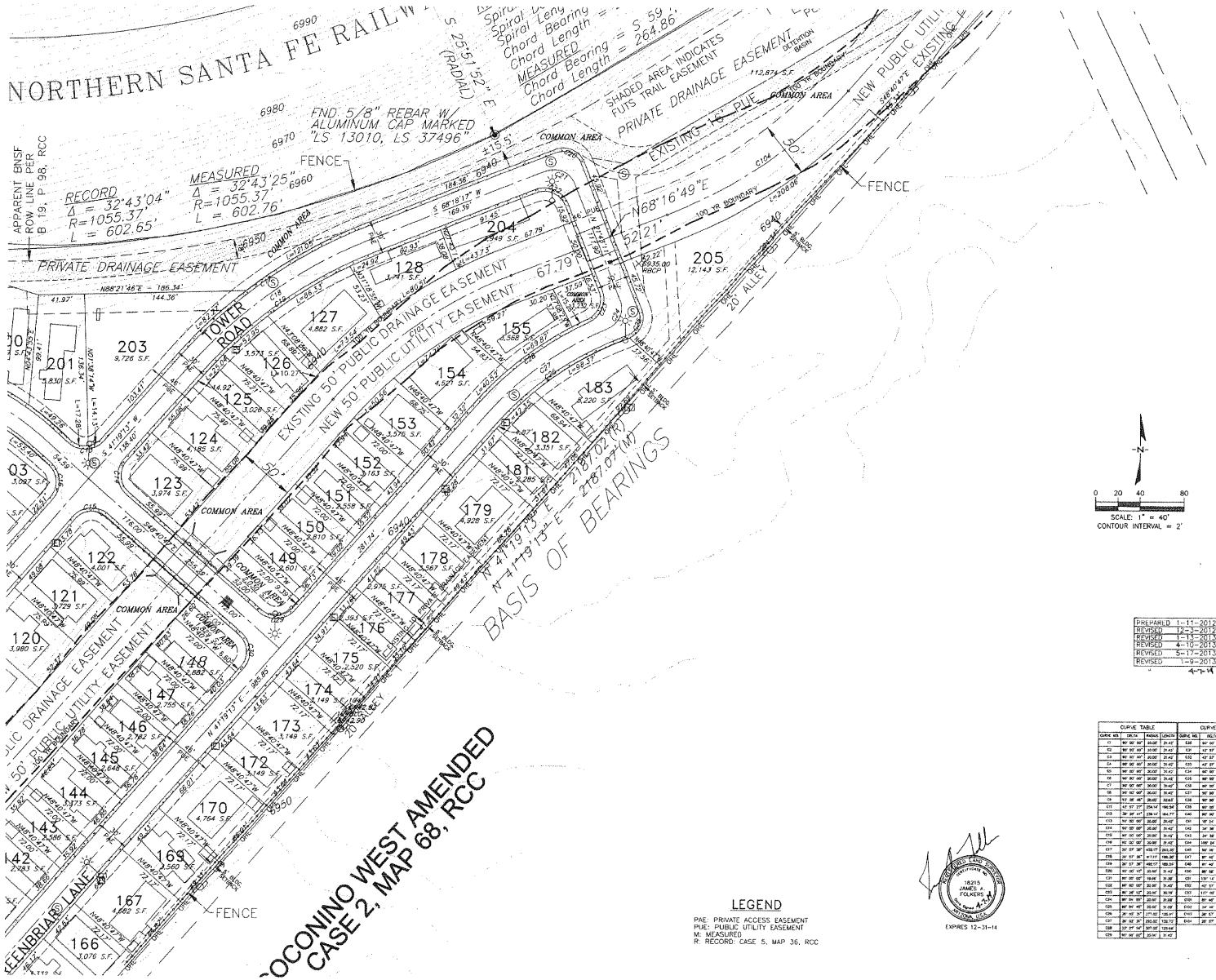
WOODSON ENGINEERING AND SURVEYING INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4638 FAX: (928) 774-4646

4-7-2014

111024

WESTGLEN LAND CONDOMINIUMS
PRELIMINARY PLAT

DRAFTED BY: JAF
PROJECT DATE: 11/7/2012
PROJECT NO.: 11-1024
FN:



PREPARED	1-11-2012
REVISED	12-3-2012
REVISED	1-15-2013
REVISED	4-10-2013
REVISED	5-17-2013
REVISED	1-9-2013

4-7-14

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C1	90° 00' 00"	20.00'	31.42'
C2	90° 00' 00"	20.00'	31.42'
C3	90° 00' 00"	20.00'	31.42'
C4	90° 00' 00"	20.00'	31.42'
C5	90° 00' 00"	20.00'	31.42'
C6	90° 00' 00"	20.00'	31.42'
C7	90° 00' 00"	20.00'	31.42'
C8	90° 00' 00"	20.00'	31.42'
C9	13° 38' 46"	20.00'	5.04'
C10	43° 00' 00"	274.14'	205.74'
C11	34° 37' 17"	238.14'	144.77'
C12	70° 00' 00"	20.00'	24.42'
C13	90° 00' 00"	20.00'	31.42'
C14	90° 00' 00"	20.00'	31.42'
C15	90° 00' 00"	20.00'	31.42'
C16	90° 00' 00"	20.00'	31.42'
C17	32° 31' 38"	418.17'	236.30'
C18	24° 51' 36"	417.17'	180.92'
C19	39° 37' 31"	488.17'	338.24'
C20	90° 00' 00"	20.00'	31.42'
C21	90° 00' 00"	19.00'	31.28'
C22	90° 00' 00"	20.00'	31.42'
C23	90° 00' 00"	20.00'	31.42'
C24	90° 00' 00"	20.00'	31.42'
C25	90° 00' 00"	20.00'	31.42'
C26	90° 00' 00"	20.00'	31.42'
C27	90° 00' 00"	20.00'	31.42'
C28	90° 00' 00"	20.00'	31.42'

CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH
C29	90° 00' 00"	20.00'	31.42'
C30	12° 37' 27"	243.57'	192.88'
C31	12° 37' 27"	226.57'	179.44'
C32	4° 37' 27"	213.57'	169.30'
C33	90° 00' 00"	20.00'	31.42'
C34	90° 00' 00"	20.00'	31.42'
C35	90° 00' 00"	20.00'	31.42'
C36	90° 00' 00"	20.00'	31.42'
C37	90° 00' 00"	20.00'	31.42'
C38	90° 00' 00"	20.00'	31.42'
C39	90° 00' 00"	20.00'	31.42'
C40	90° 00' 00"	20.00'	31.42'
C41	18° 31' 57"	330.18'	107.00'
C42	34° 38' 13"	330.18'	200.57'
C43	34° 38' 13"	330.18'	199.80'
C44	100° 04' 37"	20.00'	37.04'
C45	90° 00' 00"	20.00'	31.42'
C47	81° 42' 48"	155.40'	221.70'
C48	81° 42' 48"	155.40'	216.40'
C50	90° 00' 00"	20.00'	31.42'
C51	131° 14' 47"	20.00'	45.81'
C52	42° 37' 27"	20.00'	14.88'
C53	117° 00' 00"	20.00'	37.84'
C55	81° 42' 48"	235.38'	336.83'
C56	24° 46' 17"	844.18'	214.38'
C57	26° 51' 36"	417.17'	196.37'
C61	26° 51' 36"	417.17'	196.37'

LEGEND

PAE: PRIVATE ACCESS EASEMENT
PUE: PUBLIC UTILITY EASEMENT
M: MEASURED
R: RECORD, CASE 5, MAP 36, RCC

REGISTERED LAND SURVEYOR
PRELIMINARY ONLY
16215
JAMES A. FOLKERS
Date Signed 4-7-14
ARIZONA, U.S.A.
EXPIRES 12-31-14

SHEET 7 OF 7

DRAFTED BY: JAF
DATE: 12/20/2012
PROJ. NO.: 111024
FN:

111024

WOODSON ENGINEERING AND SURVEYING INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

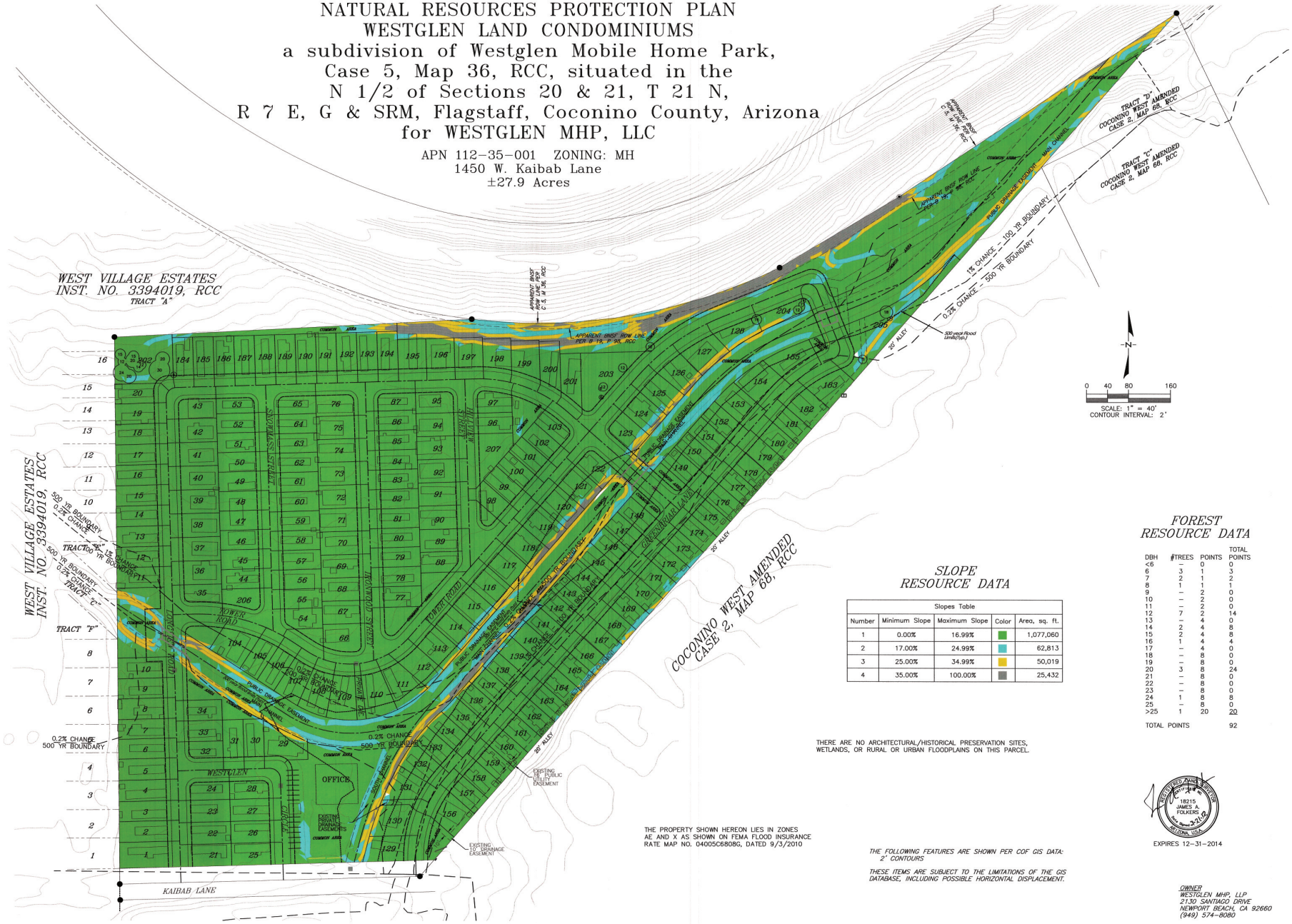
WESTGLEN LAND CONDOMINIUMS
PRELIMINARY PLAT

4-7-2014

NATURAL RESOURCES PROTECTION PLAN
WESTGLEN LAND CONDOMINIUMS

a subdivision of Westglen Mobile Home Park,
Case 5, Map 36, RCC, situated in the
N 1/2 of Sections 20 & 21, T 21 N,
R 7 E, G & SRM, Flagstaff, Coconino County, Arizona
for WESTGLEN MHP, LLC

APN 112-35-001 ZONING: MH
1450 W. Kaibab Lane
±27.9 Acres



SLOPE RESOURCE DATA

Slopes Table				
Number	Minimum Slope	Maximum Slope	Color	Area, sq. ft.
1	0.00%	16.99%		1,077,060
2	17.00%	24.99%		62,813
3	25.00%	34.99%		50,019
4	35.00%	100.00%		25,432

FOREST RESOURCE DATA

DBH	#TREES	POINTS	TOTAL POINTS
<6	–	0	0
6	3	1	3
7	2	1	2
8	1	1	1
9	–	2	0
10	–	2	0
11	–	2	0
12	7	2	14
13	–	4	0
14	2	4	8
15	2	4	8
16	1	4	4
17	–	4	0
18	–	8	0
19	–	8	0
20	3	8	24
21	–	8	0
22	–	8	0
23	–	8	0
24	1	8	8
25	–	8	0
>25	1	20	20
TOTAL POINTS			92

THERE ARE NO ARCHITECTURAL/HISTORICAL PRESERVATION SITES, WETLANDS, OR RURAL OR URBAN FLOODPLAINS ON THIS PARCEL.

THE PROPERTY SHOWN HEREON LIES IN ZONES AE AND X AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO. 04005C6808G, DATED 9/3/2010

THE FOLLOWING FEATURES ARE SHOWN PER COF GIS DATA:
2' CONTOURS

THESE ITEMS ARE SUBJECT TO THE LIMITATIONS OF THE GIS DATABASE, INCLUDING POSSIBLE HORIZONTAL DISPLACEMENT.

REGISTERED LAND SURVEYOR
18215
JAMES A. FOLKERS
3-21-12
ARIZONA, U.S.A.

EXPIRES 12-31-2014

OWNER
WESTGLEN MHP, LLP
2130 SANTIAGO DRIVE
NEWPORT BEACH, CA 92660
(949) 574-8080

SHEET 1 OF 1

WOODSON ENGINEERING AND SURVEYING INC.
124 N. ELDEN ST., • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646

111024

WESTGLEN LAND CONDOMINIUMS
NATURAL RESOURCE PROTECTION PLAN
SLOPE ANALYSIS

DRAFTED BY: JAF
START DATE: 1/27/2012
PROJ. NO.: 111024
FN:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Roger Eastman, Zoning Code Administrator

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE:

Consideration and Adoption of Ordinance No. 2014-13: An ordinance of the Council of the City of Flagstaff, Arizona amending Flagstaff City Code Title 6, Police Regulations, Chapter 6-01, General Offenses, by adding a new Section 6-01-001-0004, Graffiti Prohibited; and amending Title 7, Health and Sanitation, by adding a new Chapter 7-01, Graffiti Abatement.

RECOMMENDED ACTION:

At the meeting of June 17, 2014
1) Read Ordinance No. 2014-13 by title only for the first time
2) City Clerk reads Ordinance No. 2014-13 by title only for the first time (if approved above)
At the meeting of July 1, 2014
3) Read Ordinance No. 2014-13 by title only for the final time
4) City Clerk reads Ordinance No. 2014-13 by title only for the final time (if approved above)
5) Adopt Ordinance No. 2014-13

Policy Decision or Reason for Action:

Ordinance 2014-13 will amend City Code Chapter 6-01 by adding a new section to prohibit graffiti within the City. The ordinance also adds a new Chapter 7-01 to provide standards for the removal and abatement of graffiti, including the recovery of expenses by the City for abatement.

Subsidiary Decisions Points:
This ordinance provides tools and procedures that will enable City staff to more comprehensively deal with an increase of graffiti within our community, thereby ensuring the preservation of property values, a reduction in urban blight, and causing the removal of graffiti within a reasonable period of time.

Financial Impact:

None. The adoption of Ordinance 2014-13 will not result in increased costs to the Comprehensive Planning and Code Administration Program. Currently $7,750 is allocated for graffiti removal by volunteers as part of the Graffiti Busters Program, including costs associated with the graffiti van, purchase of materials and supplies, etc.

Connection to Council Goal:

11. Effective governance

Has There Been Previous Council Decision on This:

The idea of developing improved standards for the abatement of graffiti was considered when a proposed Property Maintenance Ordinance was first discussed with the Council some years ago. In a work session on November 12, 2013 in which an update on various distressed properties was presented to the Council, a majority directed staff to prepare amendments to the City Code to provide tools and standards for graffiti removal and abatement.

Options and Alternatives:

Please see Expanded Options and Alternatives below.

Background/History:

The prevalence of graffiti within the City of Flagstaff has been an ongoing concern to the Flagstaff Police Department and City residents for many years. A volunteer program to abate graffiti was initially developed under the Police Department, but over time and due to limited resources, the program became difficult to administer and fund. However, when the Sustainability and Environmental Management enforcement staff were combined with the code enforcement staff in the Community Development Division, staff saw an opportunity to reinvigorate this program under the leadership of Tom Boughner, Code Compliance Manager. Following a presentation to the Council by Lt. Frank Higgins of the Police Department on November 21, 2012 on the issues and challenges associated with graffiti and its abatement during the FY13 budget process, funds were allocated for the creation of a "Graffiti Busters" graffiti removal and abatement program. The kick-off for this event was held on May 3, 2013 as illustrated in the attached photographs.

The Graffiti Busters program has been effective in that volunteers are deployed to roll out or otherwise remove graffiti on public and private property. The number of cases abated by year is summarized below (Note that these totals under count the number of actual sites abated because not all abatements (such as on street poles or small utility cabinets) were documented:

2012	172 reported cases
2013	392 reported cases
2014	410 cases (YTD).

While staff has been successful in removing graffiti through the use of volunteers, a number of issues have prevented the more effective removal and abatement of graffiti, as described below:

1. If graffiti is observed on private property, staff and volunteers seek the property owner's permission before entering the property to remove the graffiti. When the property owner is out-of-town, on vacation, or lives in another state, it sometimes takes a long time to secure this permission. It has been proven in numerous studies by police departments across the country that prompt removal of graffiti is critical to avoid its detrimental impacts on a city and its residents, and to prevent the spread of additional graffiti. In one case a downtown offensive graffiti remained in place for over two weeks before permission was secured for staff and/or volunteers to remove it. The proposed ordinance allows staff and volunteers to enter private property to abate graffiti after notice has been provided to the property owner.
2. Consistent with similar ordinances adopted by cities in Arizona, Ordinance 2014-13 requires property owners to remove any graffiti on their property visible from public or quasi-public spaces within a reasonable period of time. This will save the use of City resources to abate this graffiti.
3. The proposed ordinance provides a method for the recovery of costs associated with the removal of graffiti by the City.

A comprehensive description of the proposed amendments to City Code Title 6 (Police Regulations) and Title 7 (Health and Sanitation) is provided below:

City Code Title 6 (Police Regulations); Chapter 6-01 (General Offenses)
Add a new Section 6-01-0001-0004 (Graffiti Prohibited)
This new section prohibits graffiti within the City and is inserted into the Police Regulations Title of the City Code so that any person found to be in violation of this section may be cited by a Police officer for criminal damage as provided for in existing law.

Title 7 (Health and Sanitation);
Add a new Chapter 7-01 (Graffiti Abatement)
This new chapter in Title 7 provides a procedure for the removal and abatement of graffiti in order to reduce blight and deterioration within the City. The general provisions included within this chapter include the following:

1. A comprehensive definition of graffiti;
2. A statement that graffiti is prohibited on, for example, walls, buildings, utility structures, etc. when it is viewed from public or quasi-public property;
3. A provision that the person who created the graffiti, if caught in the act, is required to remove it within 24 hours after notice by the City or the property owner;
4. If the graffiti is not removed by the perpetrator (because the individual may be unknown), then the property owner is required to remove the graffiti within 5 calendar days after notice has been served by the City;
5. If the property owner fails to abate the graffiti within 5 calendar days the City may abate the graffiti and may bill the property owner for the costs of the abatement;
6. If a property owner has an active maintenance program that includes graffiti removal (as property management companies often do), then the graffiti must be scheduled to be removed within 10 calendar days;
7. An appeal procedure is established in which an aggrieved person may file an appeal to the City Manager within 5 calendar days after receipt of the notice of violation;
8. In the event that the property owner fails to abate the graffiti as required in the notice of violation or fails to appeal the notice within 5 days, the City may proceed to abate the graffiti and may bill the owner for the costs of the abatement;
9. The City or its authorized contractor is authorized to enter private property and abate graffiti visible from public or quasi -public spaces located within or on it;
10. Any person found guilty of violating the prohibition on graffiti established in Section 6-01-001-0003 is guilty of a class 1 misdemeanor.

Key Considerations:

Graffiti has been determined to be obnoxious, contributes to neighborhood blight and deterioration, provides a communication system for gangs and other vandals, damages property, and constitutes a public nuisance. Further, graffiti must be abated as quickly as possible in order to avoid its detrimental impacts on the City and its residents, and to prevent the spread of additional graffiti.

Expanded Financial Considerations:

Not applicable.

Community Benefits and Considerations:

The incidents of graffiti on businesses, homes, utility cabinets, fences, and other structures has increased significantly in recent years. As a result Flagstaff residents have expressed concern that the continued presence of graffiti erodes community spirit and adversely impacts the overall attractiveness of their neighborhoods. It has also been determined that graffiti is a demoralizing visual symbol detrimental to the safety and welfare of the public as it tends to reduce the value of private property, invites vandalism, additional graffiti and other criminal activities, and it allows gangs to communicate threats. In general, graffiti produces urban blight which is adverse to the maintenance and continuing development of the

City.

Ordinance 2014-13 is intended to ensure the prompt removal of graffiti. It also provides the Flagstaff Police Department with additional enforcement tools to protect public and private property from acts of graffiti vandalism and defacement as well providing code enforcement personnel with the tools necessary for compelling property owners to remove graffiti within a reasonable amount of time or, in the alternate, for the removal of graffiti by City staff or volunteers within a reasonable amount of time.

Community Involvement:

Inform - over the past few months when staff has been meeting with various local stakeholders and organizations such as NAAR, NABA, Chamber of Commerce, etc. the issue of graffiti has been discussed. Community residents have been informed of the proposed amendments to the City Code to provide more effective tools for graffiti removal and abatement by notice on the City's webpage and traditional noticing locations of the Council's meetings on these amendments.

Expanded Options and Alternatives:

OPTION 1: Adopt Ordinance 2014-13 to amend City Code Chapter 6-01 by adding a new section to prohibit graffiti within the City, and add a new Chapter 7-01 to provide standards for the removal and abatement of graffiti.

OPTION 2: Do not adopt Ordinance 2014-13, and, therefore, maintain the *status quo* without adequate standards to require the removal and abatement of graffiti.

Attachments: Ord. 2014-13
Graffiti Photographs

ORDINANCE NO. 2014-13

AN ORDINANCE AMENDING FLAGSTAFF CITY CODE TITLE 6, POLICE REGULATIONS, CHAPTER 6-01, *GENERAL OFFENSES*, BY ADDING A NEW SECTION 6-01-001-0004, *GRAFFITI PROHIBITED*; AMENDING TITLE 7, *HEALTH AND SANITATION*, BY ADDING A NEW CHAPTER 7-01, *GRAFFITI ABATEMENT*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PENALTIES

RECITALS:

WHEREAS, the incidents of graffiti on businesses, homes and fences has increased significantly over the years and the citizens of Flagstaff have expressed concern that the continued presence of such visual symbols of disorder erodes community spirit and cohesion as well as adversely impacts the overall attractiveness of their neighborhoods; and

WHEREAS, reducing incidents of graffiti requires a comprehensive strategy that includes increased efforts to apprehend and hold accountable those responsible for such vandalism as well as the prompt removal of graffiti; and

WHEREAS, the City and many private property owners commit substantial financial and human resources to diligently remove graffiti within a reasonable amount of time, and the City supports the efforts of community and business members who work to promptly eradicate graffiti from their communities; and

WHEREAS, these combined private and public efforts can be undermined by property owners who fail to cooperate in removing graffiti from their property; and

WHEREAS, the City Council finds and determines that graffiti is a demoralizing visual symbol detrimental to the safety and welfare of the public; tends to reduce the value of private property; invites vandalism, additional graffiti and other criminal activities; allows gangs to communicate threats; and produces urban blight which is adverse to the maintenance and continuing development of the City; and

WHEREAS, the City Council intends, through the adoption of this ordinance, to provide the Flagstaff Police Department with additional enforcement tools to protect public and private property from acts of graffiti vandalism and defacement as well providing code enforcement personnel with those tools necessary for compelling property owners to remove graffiti within a reasonable amount of time or, in the alternate, for the removal of graffiti by City staff or volunteers within a reasonable amount of time.

ENACTMENTS:

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

SECTION 1. That Title 6, *Police Regulations*, Chapter 6-01, *General Offense*s, is hereby amended by adding the following section:

Section 6-01-001-0004 GRAFFITI PROHIBITED

A. No person may write, paint, draw, etch or otherwise apply any inscription, figure, or mark of any type on any public or private building or other real or personal property, owned, operated, or maintained by a governmental entity or any agency or instrumentality thereof or by any person, firm, or corporation, unless the express permission of the owner or operator of the property has been obtained.

B. No person may possess an aerosol spray paint container, broad-tipped indelible marker, solidified paint marker or etching implement or solution with the intent to violate the provisions of Subsection A.

C. No person may possess an aerosol spray paint container, broad-tipped indelible marker, solidified paint marker or etching solution on any private property unless the owner, agent, manager, or other person having control of the property consented to the presence of the aerosol spray paint container, broad-tipped indelible marker, solidified paint marker or etching solution.

D. A person convicted of a violation of this section is guilty of a class 1 misdemeanor. In addition to any other punishment that may be imposed, the Court shall order restitution to the victim for damage or loss caused directly or indirectly by the defendant's offense, or to any person or entity including a political subdivision that has incurred expense to repair or abate such damage or loss to the victim's property, in an amount to be determined by the Court.

SECTION 2. That Title 7, *Health and Sanitation*, is hereby amended by adding the following chapter:

Chapter 7-01 GRAFFITI ABATEMENT

Section 7-01-001-0001. PURPOSE AND INTENT

A. It is the purpose and intent of this section to provide a procedure for the removal of graffiti from walls, structures, or surfaces on public and private property in order to reduce blight and deterioration within the City, and to protect the public health and safety. For purposes of this chapter, "graffiti" means any inscription, word, figure, design, painting, writing, drawing or carving that is marked, etched, scratched, drawn, painted, or otherwise applied to property without the prior authorization of the owner of the property regardless of the graffiti content, or nature of the material used in the commission of the act, or the material of the property.

B. The City finds and determines that graffiti is obnoxious, contributes to neighborhood deterioration, provides a communication system for gangs and other vandals, damages property, and constitutes a public nuisance. Further, the City finds that graffiti must be abated as quickly as possible in order to avoid its detrimental impacts on the City and its residents, and to prevent the spread of additional graffiti.

Section 7-01-001-0002. GRAFFITI PROHIBITED

All sidewalks, walls, buildings, fences, signs, utility structures, and other structures or surfaces shall be kept free from graffiti when the graffiti is visible from the street or other public or quasi-

public property. For the purposes of this chapter, “quasi-public property” means any private street, highway, lane, alley or other roadway which is open to the public or to which the public is invited, and shall in this context include any and all parking lots, alleys, plazas, or similar public spaces generally open to the public.

Section 7-01-001-0003 GRAFFITI REMOVAL

A. Removal by the Perpetrator. Any person applying graffiti on public or private property shall have the duty to remove the graffiti within 24 hours after notice by the City or private owner of the property involved. Such removal shall be done in a manner prescribed by the Chief of Police, the Director of the Department of Public Works, or any additional City department head, as authorized by the City Manager. Any person applying graffiti shall be responsible for the removal or for the payment of the removal. Failure of any person to remove graffiti or pay for the removal shall constitute an additional violation of this Ordinance. Where graffiti is applied by an unemancipated minor, the parents or legal guardian shall also be responsible for such removal or for the payment for the removal.

B. Property Owner Responsibility. If graffiti is not removed by the perpetrator according to Subsection A, above, or if the perpetrator is unknown, graffiti shall be removed pursuant to the following provisions:

It is unlawful for any person who is the owner or who has primary responsibility for control of property or for repair or maintenance of property in the City to permit property that is defaced with graffiti to remain defaced for a period of 5 calendar days after actual notice, or service by first class mail of notice of the defacement. The notice shall contain the following information:

1. The street address and legal description of the property sufficient for identification of the property; and
2. A statement that the property is a potential graffiti nuisance property with a concise description of the conditions leading to the finding; and
3. A statement that the graffiti must be removed within 5 calendar days after receipt of the notice and that if the graffiti is not abated within that time the City will declare the property to be a public nuisance, subject to the abatement procedures in City Code Chapter 7-01, Graffiti Removal; and
4. A statement that in the event the owner or responsible party fails to abate the graffiti within the time period specified in the notice of violation, the City may abate the graffiti and bill the owner or responsible party for the costs thereof; and
5. An information sheet identifying any graffiti removal assistance programs available through the City and private graffiti removal contractors; and
6. A statement that the notice of violation may be appealed, as provided in Section 7-01-001-0004.

The property owner or responsible party has an active program for the removal of graffiti and has scheduled the removal of the graffiti as part of that program, in which case it shall be unlawful to permit such property to remain defaced with graffiti for a period of 10 days after service by first class mail of notice of the defacement.

Section 7-01-001-0004 NOTICE OF VIOLATION HEARING

A. Any owner or responsible party aggrieved by the determination of the City in the notice of violation may appeal that determination to the City Manager within 5 calendar days of receipt. Notwithstanding any other provisions of this Code, there shall be a non-refundable fee of $250 for any appeal pursuant to this subsection. Such fee must accompany any such appeal and no such appeal shall be considered filed or received until such fee is paid in full.

B. Notice. The City Manager, or his or her designee, serving as the Hearing Officer, shall provide the property owner of record and the party responsible for the maintenance of the property, if a person different from the owner, not less than 48 hours notice of the City's intent to hold a notice of violation hearing at which the property owner or responsible party shall be entitled to present evidence and argue that the property does not constitute a public nuisance. Notice shall be served in the same manner as a summons in a civil action in accordance Flagstaff City Code Section 1-15-001-0011, Civil Enforcement Procedures.

C. Determination of Hearing Officer. The determination of the Hearing Officer after the notice of violation hearing shall be final and not appealable. If, after the hearing, the Hearing Officer determines that the property contains graffiti viewable from a public or quasi-public place, the Hearing Officer shall give written notice in an eradication order that, unless the graffiti is removed within 5 calendar days, the City shall enter upon the property, cause the removal, painting over (in such color as shall meet with the approval of the Hearing Officer), or such other eradication thereof as the Hearing Officer determines appropriate, and shall provide the owner and the responsible party thereafter with an accounting of the costs of the eradication effort on a full cost recovery basis.

D. Eradication Effort. Not sooner than the time specified in the order of the Hearing Officer, the City Manager, or the designee of the City Manager, shall implement the eradication order and shall provide an accounting to the owner and the responsible party of the costs thereof.

Section 7-01-001-0005 LIEN

As to such property where the responsible party is the property owner, if all or any portion of the assessed charges for the eradication of graffiti remain unpaid after 30 days, the portion thereof that remains unpaid shall constitute a lien on the property that was the subject of the eradication effort.

Section 7-01-001-0006 RIGHT OF CITY TO REMOVE

In the event that the owner or responsible party fails to abate the graffiti as required by the notice of violation, or fails to appeal the notice of violation within 5 calendar days of service, the City may proceed to abate the graffiti, and bill the owner or responsible party for the costs thereof. Pursuant to Section 7-01-001-0005, Lien, the City may place a lien on the subject property for the actual cost of graffiti removal plus 10 percent of actual cost for administrative overhead thereof. The City or its authorized private contractor is expressly authorized to enter private property and abate graffiti thereon in accordance with this section. The Flagstaff Police Department shall assist in the enforcement of this Chapter.

SECTION 3. Should any sentence, paragraph, section, subsection, division, subdivision, clause or phrase of this ordinance by adjudged to be unconstitutional, illegal or invalid, the same shall not affect the validity of the document as a whole, or any part or provision thereof other than that part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of this ordinance as a whole.

SECTION 4. A violation of Section 6-01-001-0004, *Graffiti Prohibited*, shall be punished as follows:

Any person found guilty by the Flagstaff Municipal Court of violating Section 6-01-001-0004, Graffiti Prohibited, shall be guilty of a class 1 misdemeanor. A class 1 misdemeanor shall be punished by a fine of not more than $2,500.00, plus surcharges and any applicable court fees, and/or confinement in jail for not more than six months.

SECTION 5. That the City Clerk be authorized to correct typographical and grammatical errors, as well as errors of wording 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 1st day of July, 2014.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Photographs of Recent Graffiti that has been Abated

Graffiti Busters Kick-Off Event - May 3, 2013

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stephanie Smith, Assistant to City Manager

Date: 06/09/2014

Meeting Date: 06/17/2014

TITLE

Road Repair and Street Safety Initiative

RECOMMENDED ACTION:

Discussion Only

INFORMATION

Staff will continue its discussion with Council on the proposed sales tax initiative to fund repairs to road, utility and street safety, including $53M in capital repairs and $30M in pavement preservation. Based on feedback from Council at the 6/10 Work Session, staff prepared two revised financing alternatives (0.33% and 0.30% sales tax rates) for consideration which address the following policy questions:

1. How does the City sales tax fund these repairs with bond and “pay as you go” financing?
2. Should the Road Repair and Street Safety Initiative be financed with a higher tax rate with lower interest payments or a lower tax rate with higher interest payments?

Draft ballot language will also be presented to Council for both financing alternatives.

Background Information:

<u>Coconino County Coordination</u>

- Coconino County is likely to propose a 0.30% or 3/10 of a cent sales tax for 20 year term.

<u>2013 Community Survey</u>

- A small increase in the sales tax for a longer period of time (20-25 years)
    - 62% support of City voters
- A larger increase in the sales tax for a shorter period of time (3-5 years)
    - 28% support of City voters

<u>2014 Survey of Likely Voters:</u>

- 1/4 cent City sales tax increase
    - 67% support of City voters
- 1/2 cent City sales tax increase
    - 60% support of City voters
- 1/4 cent City and 1/4 cent County sales tax increase

    - 65% support of City voters
- 1/2 cent City and 1/4 cent County sales tax increase
    - 56% support of City voters

Draft Ballot Language – 0.30%, 3/10 of a cent

Shall the City Council have the authority to (A) amend the Tax Code of the City to levy an additional Transaction Privilege Tax (Sales Tax) rate of 0.30% ($0.0030), such additional tax to be in effect for a period of 20 years commencing January 1, 2015, the proceeds of such additional tax to be used for the purpose of paying costs of improvements to pavement condition and maintenance of streets within the City and, in conjunction with such street improvements, making improvements, as appropriate, for pedestrian safety and to maintain sidewalks, bicycle paths, curbs, gutters and drainage and paying all incidental costs in connection therewith and separately paying costs of issuance and debt service on obligations described in (B) and (B) authorize the issuance of obligations for the purpose of financing costs of such improvements, which obligations will pledge to their payment revenues from such additional Transaction Privilege Tax (Sales Tax), be in one or more series, in an aggregate amount not to exceed $28,000,000 of principal, run not more than 20 years from the date thereof, and have such other provisions as are approved by City Council?

Draft Ballot Language – 0.33%, 1/3 of a cent

Shall the City Council have the authority to (A) amend the Tax Code of the City to levy an additional Transaction Privilege Tax (Sales Tax) rate of 0.33% ($0.0033), such additional tax to be in effect for a period of 20 years commencing January 1, 2015, the proceeds of such additional tax to be used for the purpose of paying costs of improvements to pavement condition and maintenance of streets within the City and, in conjunction with such street improvements, making improvements, as appropriate, for pedestrian safety and to maintain sidewalks, bicycle paths, curbs, gutters and drainage and paying all incidental costs in connection therewith and separately paying costs of issuance and debt service on obligations described in (B) and (B) authorize the issuance of obligations for the purpose of financing costs of such improvements, which obligations will pledge to their payment revenues from such additional Transaction Privilege Tax (Sales Tax), be in one or more series, in an aggregate amount not to exceed $20,000,000 of principal, run not more than 20 years from the date thereof, and have such other provisions as are approved by City Council?

Attachments: PowerPoint

Road Repair and Street Safety Initiative

June 17, 2014

ROAD REPAIR AND STREET SAFETY INITIATIVE

Option #1 $53.3 - $62.3M 0.245% - 0.286%	**Option #2** $93.3 - $102.3M 0.370% - 0.412%	**Option #3** **$100.2 - $120.9M** **0.402% - 0.497%**	**Option #4** **$113.2– 133.9M** **0.461% - 0.557%**
Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild
Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater
Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike
	Pavement Preservation	Pavement Preservation	Pavement Preservation
		New Capital: Bike, Ped, Bus	New Capital: Bike, Ped, Bus
			New Capital: Congestion Projects

CRC (Option #4): Sales Tax: $113.2 M – 0.461%, Property Tax: $4.4M - $0.0333, Transportation Extension - $67.4M – 0.31%

ROAD REPAIR AND STREET SAFETY INITIATIVE

Option #1 $53.3 - $62.3M 0.245% - 0.286%	**Option #2** $93.3 - $102.3M 0.370% - 0.412%	**Option #3** **$100.2 - $120.9M** **0.402% - 0.497%**	**Option #4** **$113.2– 133.9M** **0.461% - 0.557%**
Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild
Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater
Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike
	Pavement Preservation	Pavement Preservation	Pavement Preservation
		New Capital: Bike, Ped, Bus	New Capital: Bike, Ped, Bus
			New Capital: Congestion Projects

CRC (Option #4): Sales Tax: $113.2 M – 0.461%, Property Tax: $4.4M - $0.0333, Transportation Extension - $67.4M – 0.31%

ROAD REPAIR AND STREET SAFETY INITIATIVE

Option #1 $53.3 - $62.3M 0.245% - 0.286%	**Option #2** $93.3 - $102.3M 0.370% - 0.412%	**Option #3** **$100.2 - $120.9M**	**Option #4** **$113.2– 133.9M** **0.461% - 0.557%**
Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild
Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater
Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike
	Pavement Preservation	Pavement Preservation	Pavement Preservation
		New Capital: Bike, Ped, Bus	New Capital: Bike, Ped, Bus
			New Capital: Congestion Projects

CRC (Option #4): Sales Tax: $113.2 M – 0.461%, Property Tax: $4.4M - $0.0333, Transportation Extension - $67.4M – 0.31%

ROAD REPAIR AND STREET SAFETY INITIATIVE

Option #1 $53.3 - $62.3M 0.245% - 0.286%	**Option #2** $93.3 - $102.3M ~~0.370% - 0.412%~~	**Option #3** **$100.2 - $120.9M**	**Option #4** **$113.2– 133.9M** **0.461% - 0.557%**
Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild
Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater
Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike
	Pavement Preservation	Pavement Preservation	Pavement Preservation
		New Capital: Bike, Ped, Bus	New Capital: Bike, Ped, Bus
			New Capital: Congestion Projects

CRC (Option #4): Sales Tax: $113.2 M – 0.461%, Property Tax: $4.4M - $0.0333, Transportation Extension - $67.4M – 0.31%

ROAD REPAIR AND STREET SAFETY INITIATIVE

Option #1 $53.3 - $62.3M 0.245% - 0.286%	**Option #2** $93.3 - $102.3M 0.30% - 0.33%	**Option #3** **$100.2 - $120.9M**	**Option #4** **$113.2– 133.9M** **0.461% - 0.557%**
Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild	Existing Streets Capital: Repave, Repair and Rebuild
Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater	Existing Utilities Capital: Water, Wastewater and Stormwater
Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike	Partial Enhancements: Sidewalks, ADA, Bike
	Pavement Preservation	Pavement Preservation	Pavement Preservation
		New Capital: Bike, Ped, Bus	New Capital: Bike, Ped, Bus
			New Capital: Congestion Projects

CRC (Option #4): Sales Tax: $113.2 M – 0.461%, Property Tax: $4.4M - $0.0333, Transportation Extension - $67.4M – 0.31%

ROAD REPAIR AND STREET SAFETY INITIATIVE

Financing – Policy Questions

1) Bonding vs. Pay as You Go
2) Pay Higher Tax Rate vs. Pay Higher Interest
3) Pay Interest Costs vs. Pay Higher Construction Costs

	3/10 of a cent 0.30% $0.30 on $100	1/3 of a cent 0.33% $0.33 on $100
Total Revenue	$ 96,000,000	$ 106,000,000
Capital – Bond	$ 28,000,000 (1)	$ 20,000,000 (1)
Capital – Pay as you Go	$ 25,000,000 (1)	$ 33,000,000 (1)
Interest	$ 13,000,000	$ 10,000,000
Annual Pavement Preservation	$ 30,000,000 (2)	$ 30,000,000 (2)
Additional Available		$ 13,000,000 (3)

(1)$53M capital in first 7 years
(2)$2M/yr additional ongoing preservation year 6-20
(3)$13M in additional pay as you go at year 8-20

ROAD REPAIR AND STREET SAFETY INITIATIVE

To what extent do you support or oppose each of the following sales tax increases, which would be dedicated to street improvements in Flagstaff?

- A small increase in the sales tax for a longer period of time (20-25 years)
  - Strongly Support (20%)
  - Somewhat Support (42%)
  - Somewhat Oppose (11%)
  - Strongly Oppose(28%)

ROAD REPAIR AND STREET SAFETY INITIATIVE

2013 Community Survey:

To what extent do you support or oppose each of the following sales tax increases, which would be dedicated to street improvements in Flagstaff?

- A larger increase in the sales tax for a shorter period of time (3-5 years)
  - Strongly Support (9%)
  - Somewhat Support (19%)
  - Somewhat Oppose (27%)
  - Strongly Oppose (45%)

ROAD REPAIR AND STREET SAFETY INITIATIVE

2014 Survey of Likely Voters:

- 1/4 cent City sales tax increase
  - 67% support of City voters
- 1/2 cent City sales tax increase
  - 60% support of City voters
- 1/4 cent City and 1/4 cent County sales tax increase
  - 65% support of City voters
- 1/2 cent City and 1/4 cent County sales tax increase
  - 56% support of City voters

ROAD REPAIR AND STREET SAFETY INITIATIVE

Bonding

- Bonds are a financing tool
- Pay now or pay later
- We don't bond to pay interest we bond to avoid rising costs
- Bonding can help protect public assets
  - Against future constructions costs
  - Against future road deterioration – The worst the condition the more costly the repair
    - In 2014 dollars – road repairs may be 60% higher in 10 years
    - Bonding will increase capital work 19%-25% and total initiative costs 10.4%-15.5%

ROAD REPAIR AND STREET SAFETY INITIATIVE

Financing – Policy Questions

1) Bonding vs. Pay as You Go
2) Pay Higher Tax Rate vs. Pay Higher Interest
3) Pay Interest Costs vs. Pay Higher Construction Costs

	3/10 of a cent 0.30% $0.30 on $100	1/3 of a cent 0.33% $0.33 on $100
Total Revenue	$ 96,000,000	$ 106,000,000
Capital – Bond	$ 28,000,000 (1)	$ 20,000,000 (1)
Capital – Pay as you Go	$ 25,000,000 (1)	$ 33,000,000 (1)
Interest	$ 13,000,000	$ 10,000,000
Annual Pavement Preservation	$ 30,000,000 (2)	$ 30,000,000 (2)
Additional Available		$ 13,000,000 (3)

(1)$53M capital in first 7 years
(2)$2M/yr additional ongoing preservation year 6-20
(3)$13M in additional pay as you go at year 8-20

ROAD REPAIR AND STREET SAFETY INITIATIVE

Sales Tax Rates	
State	5.60%
County	1.125%
City	1.00%
Transportation (including NAIPTA)	0.721%
	Retail: 8.446%
Lodging, Restaurant, Lounge (BBB)	2.00%
	Restaurants and Bars: 10.446%

ROAD REPAIR AND STREET SAFETY INITIATIVE

City	County	Flagstaff Total*
1/3 cent (0.33%)	3/10 cent (0.30%)	8.952%
3/10 cent (0.30%)	3/10 cent (0.30%)	8.922%
** County CPOST 1/8 cent (0.125%) tax expires in 2014*		

ROAD REPAIR AND STREET SAFETY INITIATIVE

DRAFT BALLOT QUESTION: 0.30% , 3/10 OF A CENT

Shall the City Council have the authority to (A) amend the Tax Code of the City to levy an additional Transaction Privilege Tax (Sales Tax) rate of 0.30% ($0.0030), such additional tax to be in effect for a period of 20 years commencing January 1, 2015, the proceeds of such additional tax to be used for the purpose of paying costs of improvements to pavement condition and maintenance of streets within the City and, in conjunction with such street improvements, making improvements, as appropriate, for pedestrian safety and to maintain sidewalks, bicycle paths, curbs, gutters and drainage and paying all incidental costs in connection therewith and separately paying costs of issuance and debt service on obligations described in (B) and (B) authorize the issuance of obligations for the purpose of financing costs of such improvements, which obligations will pledge to their payment revenues from such additional Transaction Privilege Tax (Sales Tax), be in one or more series, in an aggregate amount not to exceed $28,000,000 of principal, run not more than 20 years from the date thereof, and have such other provisions as are approved by City Council?

ROAD REPAIR AND STREET SAFETY INITIATIVE

DRAFT BALLOT QUESTION: 0.33% , 1/3 OF A CENT

Shall the City Council have the authority to (A) amend the Tax Code of the City to levy an additional Transaction Privilege Tax (Sales Tax) rate of 0.33% ($0.0033), such additional tax to be in effect for a period of 20 years commencing January 1, 2015, the proceeds of such additional tax to be used for the purpose of paying costs of improvements to pavement condition and maintenance of streets within the City and, in conjunction with such street improvements, making improvements, as appropriate, for pedestrian safety and to maintain sidewalks, bicycle paths, curbs, gutters and drainage and paying all incidental costs in connection therewith and separately paying costs of issuance and debt service on obligations described in (B) and (B) authorize the issuance of obligations for the purpose of financing costs of such improvements, which obligations will pledge to their payment revenues from such additional Transaction Privilege Tax (Sales Tax), be in one or more series, in an aggregate amount not to exceed $20,000,000 of principal, run not more than 20 years from the date thereof, and have such other provisions as are approved by City Council?