

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
OCTOBER 21, 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 October 7, 2014; the Special Meeting (Executive Session) of October 14, 2014; and the Work Session of October 14, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Regular Meeting of October 7, 2014; the Special Meeting (Executive Session) of October 14, 2014; and the Work Session of October 14, 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).

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.

- A.** Consideration and Approval of Sole Source Purchase: Solid Waste Route Management and Logistics Software offered by WM Logistics, LLC (**Approve purchase of solid waste route management and logistics software**).

RECOMMENDED ACTION:

Approve the purchase of solid waste route management & logistics software from WM Logistics, LLC in the amount of \$26,710 first year, \$46,690 second year & \$46,690 third year for a total of \$120,090.

- B. **Consideration and Approval of Cooperative Contract:** Consideration to enter into an Intergovernmental Agreement (IGA) for cooperative purchasing services with five (5) agencies that are members of the Flagstaff Alliance for the Second Century (FASC), as follows: Flagstaff Unified School District, Northern Arizona University, Coconino County, City of Flagstaff and Coconino County Community College.

RECOMMENDED ACTION:

Approve the IGA for cooperative purchasing services and authorize the Mayor to sign the IGA on behalf of the City of Flagstaff.

10. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Ordinance No. 2014-24:** An ordinance of the Flagstaff City Council authorizing the City of Flagstaff to accept specific deeds of real property and easements and providing for the repeal of conflicting ordinances, severability, and authority for clerical corrections, and establishing an effective date. ***(Approval of an ordinance accepting deeds and easements of real property obtained by the City through grants and donations).***

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-24 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-24 by title only (if approved above)
- 3) Adopt Ordinance No. 2014-24

- B. **Consideration and Approval of Grant Agreement:** U.S. Department of Homeland Security, Federal Emergency Management Agency Cooperating Technical Partners award number EMW-2014-CA-00087-S01: Watershed Management Plan and Flood Risk Report for the Rio De Flag Watercourse ***(Approve Grant Agreement with Dept. of Homeland Security-FEMA for a Watershed Management Plan).***

RECOMMENDED ACTION:

Approve the application to Federal Emergency Management (FEMA) for grant funds in the amount of \$200,000 and a non-federal commitment/leverage of \$98,198.

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. **ROLL CALL**

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

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

12. **PUBLIC PARTICIPATION**

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

14. **PUBLIC HEARING ITEMS**

- A. **Public Hearing, Consideration and Adoption of Ordinance No. 2014-30:** An ordinance of the City Council of the City of Flagstaff, Arizona, extending and increasing the corporate limits of the City of Flagstaff, Coconino County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing certain land totaling approximately 3.14 acres located at 2701 S. Woody Mountain Road, which land is contiguous to the existing corporate limits of the City of Flagstaff and establishing city zoning for said land as RR, Rural Residential. ***(Annexation of property for Aspen Heights located on Woody Mountain Road)***

RECOMMENDED ACTION:

At the October 21, 2014 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2014-30 by title only for the first time
- 3) City Clerk reads Ordinance No. 2014-30 by title only for the first time (if approved above)

At the November 3, 2014 Council Meeting:

- 4) Read Ordinance No. 2014-30 by title for the final time
- 5) City Clerk reads Ordinance No. 2014-30 by title only for the final time (if approved above)
- 6) Adopt Ordinance No. 2014-30

- B. **Public Hearing, Consideration and Adoption of Ordinance No. 2014-31:** An Ordinance amending the Flagstaff Zoning Map designation of approximately 36.94 acres of real property generally located at the intersection of Route 66 and Woody Mountain Road, from Rural Residential ("RR") to Highway Commercial ("HC") for 3.6 acres, and to Medium Density Residential ("MR") for 33.33 acres. ***(Rezoning of property for Aspen Heights located on Woody Mountain Road)***

RECOMMENDED ACTION:

At the October 21, 2014 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2014-31 by title only for the first time
- 3) City Clerk reads Ordinance No. 2014-31 by title for the first time (if approved above)

At the November 3, 2014 Council Meeting:

- 4) Read Ordinance No. 2014-31 by title only for the final time
- 5) City Clerk reads Ordinance No. 2014-31 by title for the final time (if approved above)
- 6) Adopt Ordinance No. 2014-31

- C. **Public Hearing, Consideration and Adoption of Resolution No. 2014-35 and Ordinance No. 2014-27:** Public hearing to consider proposed amendments to Flagstaff Zoning Code Chapter 10-50 (Supplemental to Zones), specifically Division 10-50.100 (Sign Standards), and related amendments to Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions), and Chapter 10-90 (Maps); consideration of Resolution No. 2014-35 declaring the proposed amendments as a public record; and adoption of Ordinance No. 2014-27, adopting amendments to Flagstaff Zoning Code Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-50 (Supplemental to Zones), specifically Division 10-50.100 (Sign Standards), Chapter 10-80 (Definitions), and Chapter 10-90 (Maps), by reference.

RECOMMENDED ACTION:

At the Council Meeting of October 21, 2014

- 1) Hold public hearing
- 2) Read Resolution No. 2014-35 by title only
- 3) City Clerk reads Resolution No. 2014-35 (if approved above)
- 4) Read Ordinance No. 2014-27 for the first time by title only
- 5) City Clerk reads Ordinance No. 2014-27 for the first time by title only.

At the Council Meeting of November 3, 2014

- 6) Adopt Resolution No. 2014-35 (declaring a public record)
- 7) Read Ordinance No. 2014-27 for the final time by title only
- 8) City Clerk reads Ordinance No. 2014-27 by title only (if approved above)
- 9) Adopt Ordinance No. 2014-27

15. REGULAR AGENDA

- A. **Consideration and Approval of a Preliminary Plat** request from Mogollon Engineering & Surveying, Inc., on behalf of Pinnacle 146 LLC, for a subdivision of approximately 18.59 acres into 106 single-family residential townhouse lots located at 800 E Sterling Lane within the Medium Density Residential (MR) zone.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends that the City Council approved the Preliminary Plat subject to one condition.

- B. **Consideration and Adoption of Resolution No. 2014-37:** A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, repealing Resolution No. 2013-01 which adopted the *Board and Commission Members' Handbook*, and adopting the *2014 Board and Commission Members' Rules and Operations Manual*

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-37 by title only
- 2) City Clerk reads Resolution No. 2014-37 by title only (if approved above)
- 3) Adopt Resolution No. 2014-37

16. DISCUSSION ITEMS

None

17. POSSIBLE FUTURE AGENDA ITEMS

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

None

18. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**19. ADJOURNMENT****CERTIFICATE OF POSTING OF NOTICE**

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

Dated this _____ day of _____, 2014.

Elizabeth A. Burke, MMC, City Clerk

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 10/16/2014
Meeting Date: 10/21/2014



TITLE

Consideration and Approval of Minutes: City Council Regular Meeting of October 7, 2014; the Special Meeting (Executive Session) of October 14, 2014; and the Work Session of October 14, 2014.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Regular Meeting of October 7, 2014; the Special Meeting (Executive Session) of October 14, 2014; and the Work Session of October 14, 2014.

INFORMATION

Attached are copies of the minutes of the City Council Regular Meeting of October 7, 2014; the Special Meeting (Executive Session) of October 14, 2014; and the Work Session of October 14, 2014.

Attachments: [10.07.2014.CCRM.Minutes](#)
 [10.14.2014.CCSMES.Minutes](#)
 [10.14.2014.CCWS.Minutes](#)

REGULAR COUNCIL MEETING
TUESDAY, OCTOBER 7, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

4:00 P.M. MEETING

1. **CALL TO ORDER**

Mayor Nabours called the meeting of the Flagstaff City Council held October 7, 2014, to order at 4:04 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **ROLL CALL**

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

PRESENT

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. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

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

MISSION STATEMENT

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

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

- A. **Consideration and Approval of Minutes** : City Council Special Work Session of May 12, 2014; the Combined Special Meeting/Work Session of September 9, 2014; the Regular Meeting of September 16, 2014; the Special Meeting (Executive Session) of September 30, 2014; and the Work Session of September 30, 2014.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Celia Barotz to approve the minutes of the City Council Special Work Session of May 12, 2014; the Combined Special Meeting/Work Session of September 9, 2014; the Regular Meeting of September 16, 2014; the Special Meeting (Executive Session) of September 30, 2014; and the Work Session of September 30, 2014.

Vote: 6 - 0 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.

Katie Nelson and Rudy Preston addressed the Council, voicing concerns with the recent death at the jail and asked that a list of questions be answered.

Gaylord Staveley addressed the Council regarding a proposed new rule to amend the Clean Water Act, and he left a handout for each of the Council's viewing.

Moran Henn, representing Friends of Flagstaff's Future; Sat Best; and Adam Simoni addressed the Council voicing support to place the issue of Student Housing as it pertains to the Regional Plan on a future agenda.

6. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Viewing of Flagstaff Destination Video**

Convention and Visitors Bureau Director Heidi Hansen introduced the new video created to advertise Flagstaff as a destination, and the Council and audience then viewed it.

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

Mayor Nabours opened the Public Hearing for all of the liquor license applications.

Mr. Mancene, representing Mad I, came forward and answered questions. He explained that he had previously sold this license to the owners that took over the Mad I and were opening as JAX, but they have defaulted and he has assumed ownership of the license. He has been meeting with potential renters of the building, but he was not sure that this license would be used there or elsewhere. He said that he would be addressing the code violations prior to reopening the location.

Mr. Mancine explained that whoever goes into that location would then come before Council, either for this license or another.

With regard to the Tourist Home Urban Market license, Vice Mayor Evans thanked the applicants for what they were doing on the south side. Councilmember Barotz agreed.

Mayor Nabours closed the Public Hearing.

- A. Consideration and Action on Liquor License Application:** Kevin Heinonen, "Tourist Home Urban Market", 52 S. San Francisco St., Series 07 (beer and wine bar), Person and Location Transfer.

Moved by Vice Mayor Coral Evans, **seconded by** Councilmember Celia Barotz to forward the application to the State with a recommendation for approval.

Vote: 6 - 0 Passed - Unanimously

- B. Consideration and Action on Liquor License Application:** Richard Teel, "Red Lobster #0845", 2500 S. Beulah Blvd., Series 12 (restaurant), New License.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Celia Barotz to forward the application to the State with a recommendation for approval.

Vote: 6 - 0 Passed - Unanimously

- C. **Consideration and Action on Liquor License Application:** James Mansene, "Mad I", 101 S. San Francisco., Series 06 (bar- all spirituous liquor), Person Transfer.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to forward the application to the State with a recommendation for approval.

Vote: 6 - 0 Passed - Unanimously

9. **CONSENT ITEMS**

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

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to approve Consent Items 9-A and 9-B.

Vote: 6 - 0 Passed - Unanimously

- A. **Consideration and Approval of Contract:** Intergovernmental Agreement for Vegetation Monitoring Associated with the Flagstaff Watershed Protection Project - Vegetation Monitoring between Northern Arizona University and City of Flagstaff to inform hazardous fuels reduction treatments in Mexican Spotted Owl Protected Activity Centers ***(Approve Intergovernmental Agreement with NAU for FWPP monitoring)***

MOTION: Approve the Intergovernmental Agreement (IGA) for Vegetation Monitoring associated with the Flagstaff Watershed Protection Project (FWPP) with Northern Arizona University (University).

- B. **Consideration of Bid and Approval and Lease Agreement:** Flagstaff Airport Terminal First Floor Office. ***(Lease of a small office space on the first floor of the Airport terminal)***

MOTION: Approve the Lease Agreement with Route 66 Enterprises Inc. for an initial three (3) year term, with an annual rent of \$7,212 (\$601 per month) and the option for two (2) five (5) year extensions.

10. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Ordinance No. 2014-24:** An ordinance of the Flagstaff City Council authorizing the City of Flagstaff to accept specific deeds of real property and easements and providing for the repeal of conflicting ordinances, severability, and authority for clerical corrections, and establishing an effective date. ***(Approval of an ordinance accepting deeds and easements of real property obtained by the City through grants and donations).***

Assistant to the City Manager for Real Estate David McIntire said that real property, whether in fee or in easement form, is often acquired during the development review process through dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights of way or other public purposes. The City Charter, in Article VII Section 5, requires the City to acquire real property by ordinance. The approval of this ordinance will formally accept the real property donated or dedicated to the city through the development review process or as necessary for an approved capital improvements project.

Councilmember Overton asked what someone would do if they knew of a parcel next to theirs that is owned by the City and they were interested in purchasing. Mr. McIntire said that there are state regulations that govern such process, but he is always happy to meet with property owners to discuss options, and he was welcome to forward their inquiries to his attention.

Mr. McIntire confirmed that the City does its due diligence on each parcel of property to ensure it is in the best interest of the City.

Moved by Councilmember Karla Brewster, **seconded by** Councilmember Jeff Oravits to read Ordinance No. 2014-24 by title only for the first time.

Vote: 6 - 0 Passed - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE CITY OF FLAGSTAFF TO ACCEPT SPECIFIC DEEDS OF REAL PROPERTY AND EASEMENTS AND PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

B. Consideration and Approval of Street Closure(s): 2015 New Year's Eve Event

Consideration and Approval of Amplification Exception: 2015 New Year's Eve Event

Recreation Director Brian Grube reviewed the application for the 2015 New Year's Eve event downtown. He said that this year they were approached by Peak's Audio for an amplification exception to allow for a stage for a live band. They brought that to the committee and they supported the idea, and they have been talking with Weatherford Hotel.

Jason Moeller, representing Peak's Audio, said that their intention is to have live music before, between, and after each of the Pine Cone drops and they would focus on presenting local bands to perform.

Mayor Nabours asked how far away the bands could be heard. Mr. Moeller said that they would be amplifying it only loud enough for the immediate area. He said that the last thing they want is to have issues of people calling in and complaining. He said that he was confident it would not affect the neighborhood by Wheeler Park. He added that they were not looking to have two separate events, but have one downtown event with two locations that would complement one another.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to approve street closure on Aspen Avenue between San Francisco Street and Beaver Street; and approve the amplification exception to allow music to be played between the hours of 10:00 p.m. on December 31, 2014, and 12:15 a.m. on January 1, 2015.

Vote: 6 - 0 Passed - Unanimously

C. Request by Councilmember Brewster to place Affordable Housing on a future agenda

Councilmember Brewster said that she would like to have an item on a future agenda to discuss affordable housing, with respect to possibly forming a committee of the largest employers in the City along with stakeholders such as builders, developers, those with concerns of building new housing, etc. to see what can be done to provide single-family homes with small yards in a reasonable price range.

It was suggested that they first review the findings of the Affordable Housing Task Force to see what their recommendations were. After further discussion it was agreed that they would first review the Task Force recommendations and it could then come back for a Possible Future Agenda Item in the future.

D. Request by Councilmember Barotz to place Review of Regional Plan pertaining to Student Housing on a future agenda

Councilmember Barotz requested that this item be postponed until all councilmembers could be present to consider placing it on a future meeting agenda, since Councilmember Woodson was absent

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

Councilmember Barotz reported that she and Mayor Nabours attended the graduation ceremony for six new members of the Flagstaff Fire Department last Friday. She said that it was a great ceremony and the six men were selected out of 400 applicants, who then went through the nine-week academy, five days a week.

Mayor Nabours added that those six new members were replacing six retiring members.

Councilmember Oravits said that they had previously talked about getting the speaker lights placed on the podium so they are easier for speakers to see, and he asked what the status was of that request.

11. RECESS-ADJOURNMENT**THERE IS NO 6:00 P.M. PORTION OF THIS MEETING SCHEDULED.**

The Regular Meeting of the Flagstaff City Council held October 7, 2014, adjourned at 5:15 p.m.

MAYOR

ATTEST:

CITY CLERK**CERTIFICATION**

STATE OF ARIZONA,)
) ss.
Coconino County.)

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 on October 7, 2014. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 21st day of October, 2014.

CITY CLERK

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting of October 14, 2014, to order at 5:31 p.m.

2. Roll Call

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

PRESENT:

MAYOR NABOURS
VICE MAYOR EVANS
COUNCILMEMBER BAROTZ (ARRIVED AT 5:42 P.M.)
COUNCILMEMBER BREWSTER
COUNCILMEMBER ORAVITS
COUNCILMEMBER OVERTON
COUNCILMEMBER WOODSON

ABSENT:

NONE

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

3. Recess into Executive Session.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to recess into Executive Session.

Vote: 6 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 5:31 p.m.

4. Executive Session:

- A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).
 - i. Aspen Heights

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:52 p.m. at which time the Special Meeting of October 14, 2014, adjourned.

MAYOR

ATTEST:

CITY CLERK

WORK SESSION
TUESDAY, OCTOBER 14, 2014
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

1. Call to Order

Mayor Nabours called the Flagstaff Work Session of October 14, 2014, to order at 6:00 p.m.

2. Pledge of Allegiance

The audience and City Council recited the Pledge of Allegiance.

3. Roll Call

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

Councilmembers Present:

Councilmembers 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

4. Preliminary Review of Draft Agenda for the October 21, 2014, City Council Meeting.*

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

Vice Mayor Evans requested additional information for the Public Hearing for Aspen Heights. She asked that staff be prepared to address the traffic implications from Woody Mountain Road to Route 66 and how they will be mitigated. City Engineer Rick Barrett stated that the area is the jurisdiction of the Arizona Department of Transportation and a City Council Report will be developed and distributed to the City Council with information on the plan.

5. Public Participation

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

Emily Davalos, Flagstaff, addressed Council with concerns about the reduction of time allowed for public participation during the meetings for the Standard. She also commented on student participation in the upcoming election.

Code Compliance Manager Tom Boughner announced that tomorrow is the seventh annual 10/15 at 10:15 where the community is asked to step outside and clean up the community for 15 minutes. There are supplies available in the lobby of City Hall if anyone needs them.

Terry O'Neal, Flagstaff, addressed Council to ask for support of House Bill 5078 to prevent the EPA's proposed re-definition of the Clean Water Act from moving forward. A letter was distributed to the Council for review. He encouraged the Council to contact their representatives to let them know they are in support of HB5078.

Don Blalock, Flagstaff, addressed Council in regards to air noise from Pullium Airport.

6. Update by Coconino Community College President Dr. Leah L. Bornstein

Scott Talboom, Director of Institutional Advancement for Coconino Community College (CCC), said that he was filling in for Dr. Leah Bornstein. Mr. Talboom provided a PowerPoint presentation that covered the following:

- STUDENT SUCCESS
- COCONINO COMMUNITY COLLEGE SUCCESS

- AFFORDABILITY, ONE-THIRD THE COST OF A FOUR YEAR UNIVERSITY
- CCC GRADUATES CONTRIBUTE TO THE HEALTH AND SAFETY OF COCONINO COUNTY
- CCC'S ECONOMIC IMPACT
- FINANCIAL AUSTERITY PLAN
- STRATEGIC PLANNING
- CCC'S STRUCTURAL DEFICIT
- CCC'S FUTURE

Councilmember Brewster stated that she appreciates the effort to keep the CCC2NAU program despite funding challenges. She stated that she hopes that the college is able to continue to find alternative sources of funding. She asked if the significant cuts to the nursing program have hurt the output of the number of nurses completing the program. Mr. Talboom explained that there has not been a reduction yet because they are teaching out those who were already enrolled in the program prior to the cuts. There are concerns for the future in light of the current nursing shortage.

Mayor Nabours asked the breakdown in students that are attending full time versus part time. Mr. Talboom explained that there are approximately 2,400 full time equivalent students which is about 1/3 of the population at CCC leaving 2/3 as part time. He explained that this does not define success at CCC and one of their charges is to help people find ways to participate full time.

Councilmember Oravits asked how the State budget shortfall may impact the college. Mr. Talboom explained that it is an impact as the college currently receives 10% of its funding from the State, however, they continually project budgets that do not include funding from the State in an effort to provide a more stable budget.

7. Update on Educational Outreach for Road Repair and Street Safety - Prop 406

Assistant to the City Manager for Communication Kim Ott provided a PowerPoint presentation that covered the following:

- CITY OF FLAGSTAFF – PROP 406 ROAD REPAIR AND STREET SAFETY
- ROAD REPAIR AND STREET SAFETY DEDICATED TAX
- PUBLIC NOTICE
- OTHER TYPES OF OUTREACH
- TELEPHONE TOWNHALL MEETING
- IMPORTANT DATES

Ms. Ott stated that the following have offered endorsements for Proposition 406; Friends of Flagstaff's Future, Flag Forty, Northern Arizona Builders Association, ECONA, Flagstaff Medical Center and the Coalition of Children and Youth.

Mayor Nabours asked about the telephone townhall meeting and asked what the average turn out is for that type of activity. Ms. Ott stated that it is really unknown right now but this proposition has had more public involvement than the last few. More people have been attending the open houses and she hopes that it is an indication of how many may attend the telephone town hall.

Councilmember Oravits asked how the telephone townhall works. Ms. Ott stated that all registered voters in Flagstaff will receive a call with a message from Kevin Burke inviting them to participate in the meeting; if people want to participate they press a button to be included in the conversation. During the meeting if a participant would like to ask a question they press a button and are directed to a moderator who will patch them into the system to ask a question for all to hear and staff can answer.

8. Review of Draft Agenda Items for the October 21, 2014, City Council Meeting.*

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

- A.** Proposed amendments to Flagstaff Zoning Code Chapter 10-50 (Supplemental to Zones), specifically Division 10-50.100 (Sign Standards), and related amendments to Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions), and Chapter 10-90 (Maps); consideration of Resolution No. 2014-35 declaring the proposed amendments as a public record; and adoption of Ordinance No. 2014-27, adopting amendments to Flagstaff Zoning Code Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-50 (Supplemental to Zones), specifically Division 10-50.100 (Sign Standards), Chapter 10-80 (Definitions), and Chapter 10-90 (Maps), by reference.

Comprehensive Planning and Code Administrator Roger Eastman provided a PowerPoint presentation that covered the following:

- SIGN REGULATIONS
- MEETING PURPOSE
- WHY AMEND THE SIGN CODE NOW?
- THE CURRENT SIGN STANDARDS ARE
- THE PROPOSED SIGN STANDARDS ARE
- THE PATH TO GET HERE - OUTREACH
- OVERVIEW OF PROPOSED AMENDMENTS
- 10-50.100.010 PURPOSE
- 10-50.100.020 APPLICABILITY
- 10-50.100.030 SIGN PERMIT REQUIREMENTS
- 10-50.100.040 GENERAL RESTRICTIONS FOR ALL SIGNS

Councilmember Barotz requested drawings for next week to illustrate the signs facing the freeways.

Mr. Eastman continued the presentation.

- 10-50.100.050 GENERAL REQUIREMENTS FOR ALL SIGNS
- 10-50.100.060 PERMANENT SIGNS
- 10-50.100.070 COMPREHENSIVE SIGN PROGRAM
- 10-50.100.080 SIGN DESIGN PERFORMANCE STANDARDS
- 10-50.100.090 TEMPORARY SIGNS
- 10-50.100.100 SIGN DISTRICTS OF SPECIAL DESIGNATION
- 10-20.40.130 SIGN PERMITS, TEMPORARY SIGNS
- 10-20.40.130.D TEMPORARY SIGNS

Councilmember Overton indicated that the permit for the temporary signs should come from the property owner or property manager not the tenants. He can see the issue becoming arbitrary and would like to avoid that. Mayor Nabours added that the tenants can put pressure on the owner or property manager to develop a process that fits for all the tenants in that building. Vice Mayor Evans suggested that a way to resolve the issue is to allow the tenants to apply for a permit only if a letter from the owner or property manager is included with the application. The City Council agreed to this change.

- 10-50.100.110 NONCONFORMING SIGNS

Council discussed the 50% incentive for replacing nonconforming signs and decided that the 75% incentive suggested by the Planning and Zoning Commission is the way to go; it provides a big enough incentive for owners to change out their signs. The Council requested that a chart be provided that shows the different incentive percentages side by side along with some pictures of current nonconforming signs and what they might look like with each incentive percent.

Mr. Eastman noted that another addition to the section would be that the incentive is only available for five years from the date the new code is enacted. Councilmember Woodson asked if it would be good to also offer the incentive for one year, once the five year timeframe has passed, if there is a transfer of title. He then continued the presentation.

- CHAPTER 10-80 DEFINITIONS
- SOME UPDATES

Nat White, Flagstaff, addressed Council with concerns about the changing of height and number of signs. He feels that these changes constitute revisions rather than amendments.

Marilyn Weissman, Friends of Flagstaff's Future, concurred with many of Mr. White's concerns. She expressed concern about how much the community knows about the proposed changes. She suggested offering an incentive that if two signs are desired, the existing nonconforming sign should be brought into compliance first.

Jim McCarthy, Flagstaff, expressed concern about the changes negatively impacting the character of Flagstaff. He said that he was concerned about larger signs going up.

Stuart McDaniel, Flagstaff Chamber of Commerce, expressed appreciation for the work that has been done about simplifying the code and making it easier to use. He stated that the Chamber is looking forward to the final product.

A break was held from 8:01 p.m. through 8:14 p.m.

Councilmember Oravits requested a consolidated table on what is being proposed that would increase the size and amount of signs. He also requested additional information about the regulations on menu boards.

Councilmember Woodson requested that information be provided about the Chik-fil-A sign and how State law played into what the City could and could not require with that sign.

9. Public Participation

Andy Fernandez, Flagstaff, addressed Council with various concerns he has.

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

Vice Mayor Evans reported that she had the opportunity to attend an open house for Zen Giftcards. It was an great event and she is glad to have them in Flagstaff.

Councilmember Brewster reported that she spent time at NAU to participate in their start up weekend. There were 80 students who attended the very intense weekend starting a business from the ground up.

Councilmember Oravits requested information from staff about House Bill 5078 and its potential impacts on Flagstaff.

11. Adjournment

The Flagstaff City Council Work Session of October 14, 2014, adjourned at 8:40 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Steve Bergeron, Solid Waste Collection Manager
Co-Submitter: Candace Schroeder
Date: 10/14/2014
Meeting Date: 10/21/2014



TITLE:

Consideration and Approval of Sole Source Purchase: Solid Waste Route Management and Logistics Software offered by WM Logistics, LLC (***Approve purchase of solid waste route management and logistics software***).

RECOMMENDED ACTION:

Approve the purchase of solid waste route management & logistics software from WM Logistics, LLC in the amount of \$26,710 first year, \$46,690 second year & \$46,690 third year for a total of \$120,090.

Policy Decision or Reason for Action:

The Solid Waste Section has researched industry specific software for route management, collections and logistics for approximately six (6) years. After reviewing products offered by all vendors with industry specific software, it has been determined that WM Logistics is the only (Sole Source) vendor who has a complete package that can meet all of the Solid Waste Section's needs and requirements.

Subsidiary Decisions Points:

1. WM Logistics provides five (5) different modules specific to solid waste collection vs. other companies who only have two to three standard modules. No other company had developed their system fully and relied on other logistic software companies to provide different aspects to complete the software system.
2. WM Logistics is the only company with an automated route logistics known as a "One-Touch" intuitive system.
3. WM Logistics is the only company that did not need company-specific proprietary hardware in the trucks. This will allow the City to purchase tablets for their software system from any local store and likely save money from hardware-specific equipment.
4. WM Logistics can utilize the cloud, with an Oracle database, which they maintain. This saves the City money from having to purchase an additional server and staff time to maintain and back up an operating system that Information Technology (IT) staff is trying to phase out.

Financial Impact:

The purchase and implementation of this software will produce significant savings in operational and capital costs. These savings will pay for the cost of acquiring and using this software, as well as future savings by reducing the need to purchase and replace as many collection vehicles. Productivity and efficiency increases will allow for reductions of fleet and related fleet capital costs as well.

Connection to Council Goal:

11. Effective governance

Has There Been Previous Council Decision on This:

No. To date, there has not been any previous Council presentation or discussion.

Options and Alternatives:

1. Purchase the software from WM Logistics for the specified time period at the price offered.
2. Do not purchase any routing / logistics software at this time.

Background/History:

The Solid Waste Section has been researching and reviewing software products designed for solid waste collection for about six (6) years. The use of such an "industry specific" product would increase current productivity and operational efficiency while producing significant savings. Additionally, it would allow for a reduction of fleet vehicles (collections equipment) producing immediate savings as well as future cost reductions in fleet replacement.

Key Considerations:

After researching and viewing demonstrations of every major manufacturer of route management/ logistics software, Solid Waste staff determined that WM Logistics is a sole source provider of a product that meets the City's Solid Waste section needs and requirements. The product would have value for other Sections or Divisions as well, as there are modules available for street sweeping, plowing operations and other relevant route functions that would be supported by this technology interface. The Vendor (WM Logistics) will host, install, set up, maintain and back up the system, eliminating the need for the City's own IT Section to purchase and maintain a new server.

Expanded Financial Considerations:

The Solid Waste section has had \$134,000 budgeted for technology to improve productivity and operational efficiency. The software offered by WM Logistics, LLC will cost \$120,090 over the next three (3) years. At the end of the 3 year contract, options are as follows: 1. Continue with the contract and negotiate future years costs. 2. Purchase server(s)- 3 @ \$6,000- \$8,000 each, host internally. WM Logistics still maintains Oracle/ 3rd party software, but the City of Flagstaff IT Section backs up system data weekly. Typical cost for this method is 20% of software package costs (\$150,000), or \$30,000 annually. Per Don Rothwell @ WM Logistics, COF's costs would likely be lower than the estimated \$30,000 per year, due to being an existing customer. 3. Discontinue use of product and end relationship with vendor; look for other industry specific software and vendor.

Community Benefits and Considerations:

The benefit to the community is improved efficiency of the Solid Waste Collection system, keeping ongoing costs to provide services lower by using technology to enhance operational capacity and planning that benefits the City's Solid Waste taxpaying customers.

Community Involvement:

Inform

Expanded Options and Alternatives:

1. Purchase the software offered by WM Logistics, LLC
2. Do not purchase any route management/ logistics software at this time.

Attachments: Sole Source Document
 Professional Services Agreement
 Hosting Agreement

October 2, 2014

SOLE SOURCE PROCUREMENT

The City of Flagstaff Solid Waste Section has identified a routing logistics software product that will produce significant savings in both operational and capital costs.

The Solid Waste Section has been working with the City of Flagstaff's Purchasing Section and based on industry research, we have determined this to be a "Sole Source" purchase due to numerous factors as follows:

- WM logistics provides 5 different modules specific to solid waste collection vs. other companies who only have 2-3 standard modules. No other company had developed the system fully and relied on other logistics companies to provide different aspects. In other words, WM has everything needed, one vendor. All others have to be used in conjunction with a second vendor (and still didn't have everything we needed).
- WM Logistics is the only one with automated route logistics- in other words, theirs is a "one touch" intuitive system. The others had to be taught, and would then be able to accomplish some routing, but could not change it on the fly if needed.
- WM Logistics is the only company that did not need company specific, proprietary hardware in the trucks. We can purchase tablets for their system from any local store, such as Best Buy, Sam's, etc. for a nominal cost (around \$300.00) for the tablets.
- WM Logistics can utilize the cloud, with an Oracle data base which they maintain. This saves the City from having to purchase an additional server and to maintain and back up an operating system that IT is trying to phase out. This will save unnecessary labor hours as well on an already overburdened IT staff.

All things considered, we are recommending a "Sole Source" procurement under **Article 18 "Sole Source"** of the City's Procurement Code Manual as follows:

A contract may be awarded for a material, service or construction item without competition if the director determines in writing that there is only one source for the required material, service or construction item. The director may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination of the basis for the sole source procurement shall be included in the contract file.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”), dated October 22, 2014 (the “**Effective Date**”), is by and between City of Flagstaff, Arizona located at 211 W. Aspen Ave, Flagstaff, Arizona 86001 (“**Customer**”), and WM Logistics, LLC, located at 5910 FM 1488 Road, Magnolia, Texas 77354 (“**WML**”).

1. SERVICES AND STATEMENTS OF WORK.

1.1 Performance of Services.

Customer may from time to time issue statements of work (“**Statements of Work**”) in the form attached to this Agreement as Exhibit A in order for Customer to receive certain customization, integration, route optimization and other services (“**Services**”) relating to WML’s software systems and products (“**Software**”). Each Statement of Work shall, when executed by Customer and WML, form a part of this Agreement and be subject to the terms and conditions set forth herein.

1.2 Personnel.

WML shall designate such employees or delegate to employees of its affiliates or subcontractor with suitable qualifications to perform the Services as determined by WML in its sole discretion. WML may replace or change employees and subcontractors as it deems necessary. For the term of this Agreement and for twelve (12) months thereafter, Customer agrees not to solicit or retain the services of any person who is an employee of WML and who performed Services pursuant to such Statement of Work.

1.3 Customer’s Obligations.

Customer acknowledges that Customer’s timely provision of (and WML’s access to) Customer facilities, equipment, assistance, cooperation, and complete and accurate information and data from Customer’s officers, agents and employees (“**Cooperation**”) is essential to the performance of the Services, and that WML shall not be liable for any deficiency in performing the Services if such deficiency results from Customer’s failure to provide full cooperation as required hereunder. Cooperation includes, but is not limited to, designating a project manager to interface with WML during the course of the Services, allocating and engaging additional resources as may be required to assist WML in performing the Services.

2. PAYMENTS.

2.1 Fees.

Unless otherwise specified in the applicable Statement of Work, all Services shall be provided on a time-and-materials basis at WML’s then-current rates and fees.

2.2 Expenses.

Customer shall reimburse WML for all reasonable travel, lodging, communications, shipping charges and out-of-pocket expenses incurred by WML in connection with providing the Services.

2.3 Payment Terms.

WML shall invoice Customer for all Services, expenses incurred by WML in connection with performing the Services and other payments due under this Agreement and any Statement of Work and, unless otherwise specified in the applicable Statement of Work, Customer shall pay such invoiced amounts within thirty (30) days of the date of the invoice. Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, for all amounts not paid within thirty (30) days from the date of the invoice therefor.

2.4 Taxes.

In addition to all charges specified in this Agreement and the Statements of Work, Customer shall pay or reimburse WML for all federal, state, local or other taxes, including, without limitation, sales, use, excise and property taxes, or amounts levied in lieu thereof, based on charges set forth in this Agreement or the Statement of Work; provided, however, Customer shall have no responsibility for taxes imposed on WML’s net income by any taxing authority.

2.5 Tax-free Entity.

Notwithstanding anything stated in Section 2.4 to the contrary, if Customer is a tax-exempt entity, Customer represents that no such taxes are applicable and agrees to provide a tax exempt certificate certifying this to WML. In the event WML is notified by any federal, state or local taxing authority that it is legally obligated to file and/or pay taxes, WML agrees to immediately notify Customer and to cooperate with Customer in contesting such tax filing and/or payment if so requested by Customer. If any federal, state or local taxing authority asserts the right to impose any tax related or applicable to all charges specified in this Agreement and Statements of Work, then Customer agrees to defend and indemnify WML from any liability for such tax, any interest or penalty relating to such tax, and any related cost or expense paid by WML.

3. TERMINATION.

Either party may terminate this Agreement and/or any Statement of Work at any time and for any reason upon fifteen (15) days advance written notice to the other party. In the event that either party shall fail to perform its obligations pursuant to this Agreement and/or any Statement of Work and such failure shall continue for a period of thirty (30) days following written notice from the other party, this Agreement and/or any Statement of Work may be terminated by the non-breaching party by giving a notice of termination to the other party. Notice of termination of any Statement of Work shall not be considered notice of termination of this Agreement unless specifically stated in the notice; provided, however, any termination of this Agreement shall automatically terminate all Statements of Work. Customer shall pay WML for all Services performed and expenses incurred up through the termination date. The provisions of Sections 1.2 (last sentence only), 2, 3, 4.1, 4.3, 6, 7 and 8 shall survive any termination of this Agreement.

4. PROPRIETARY RIGHTS.

4.1 Ownership of Work Product.

As used herein, the term “**Work Product**” means all materials, software, tools, data, inventions, works of authorship and other innovations of any kind, including, without limitation, any improvements or modifications to the Software and related materials, that WML, or personnel working for or through WML, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing the Services or as a result of such Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection. Customer agrees that all Work Product shall be the property of WML and hereby assigns all its rights in the Work Product and in all related patents, patent applications, copyrights, mask work rights, trademarks, trade secrets, rights of priority and other proprietary rights to WML. Customer acknowledges that WML, in its sole discretion, shall have the right to license the Work Product or any portion thereof, and/or incorporate the Work Product or any portion thereof into products or services, for use by other licensees or customers of WML. At WML’s request and expense, Customer shall assist and cooperate with WML in all reasonable respects and shall execute documents, give testimony and take further acts as reasonably requested by WML to acquire, transfer, maintain and enforce patent, copyright, trademark, mask work, trade secret and other legal protection for the Work Product.

4.2 Work Product in Software. Any Work Product (or portion thereof) that is an enhancement, improvement or modification to the Software shall be considered part of the Software and shall be owned exclusively by WML.

4.3 Reservation of Rights.

Except as otherwise expressly provided herein, nothing in this Agreement shall be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to the Work Product or any technology or other intellectual property rights, and WML retains all right, title and interest in and to the Work Product.

5. WARRANTY.

5.1 Limited Warranty. WML hereby represents and warrants to Customer that the Services will be performed in a professional and workmanlike manner. EXCEPT FOR THE FOREGOING WARRANTY, WML MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICES OR ANY WORK PRODUCT DEVELOPED HEREUNDER, AND WML HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

6. LIMITATION OF LIABILITY.

6.1 General Limitation.

WML's aggregate liability to Customer for damages in connection with this Agreement and the Services or any Work Product provided pursuant to this Agreement, regardless of the form of action giving rise to such liability (under any theory, whether in contract, tort, statutory or otherwise) shall not exceed the aggregate fees paid by Customer to WML pursuant to the Statement of Work giving rise to such damages.

6.2 Limitation on Other Damages.

To the extent permitted by applicable law and notwithstanding anything in this Agreement to the contrary or any failure of essential purpose of any limited remedy or limitation of liability, WML shall not be liable for any indirect, exemplary, special, consequential or incidental damages of any kind, or for any damages resulting from loss or interruption of business, lost data or lost profits, arising out of or relating to this Agreement or the subject matter hereof, however caused, even if WML has been advised of or should have known of the possibility of such damages.

6.3 Acknowledgment.

Customer acknowledges that the limitations of liability contained in this Section 6 are a fundamental part of the basis of WML's bargain hereunder, and WML would not enter into this Agreement absent such limitations.

7. CONFIDENTIALITY.

7.1 Confidential Information.

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). For purposes of this Agreement, "**Confidential Information**" provided by a party means information, ideas, materials or other subject matter provided by such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, the terms and conditions of this Agreement; all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, customer, contracts and financial information or materials disclosed or otherwise provided by such party ("**Disclosing Party**") to the other party ("**Receiving Party**"). Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party. Without limiting the generality of, and notwithstanding the exclusions described in, the foregoing, (i) Confidential Information of WML includes the Work Product, including any portion thereof (in both object code and source code form), modifications and derivatives thereof, and information or materials derived therefrom, whether or not marked as such, and (ii) Confidential Information of both parties includes the terms and pricing under this Agreement.

7.2 Restrictions on Use.

The Receiving Party shall not use Confidential Information provided by the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information provided by the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information provided by the Disclosing Party only to those employees or consultants who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information but no less than a reasonable care standard. The Receiving Party shall maintain Confidential Information provided by the Disclosing Party with at least the same degree of care it uses to protect its own confidential information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information provided by the other party of which the notifying party becomes aware.

7.3 Exclusions.

Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information provided by the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate

with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Further, each party may disclose the terms and conditions of this Agreement: (a) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (b) in confidence, to legal counsel; (c) in confidence, to accountants, banks, and financing sources and their advisors who are bound by confidentiality obligations; and (d) in connection with the enforcement of this Agreement or any rights hereunder.

7.4 Equitable Relief.

Each party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which remedies at law would be inadequate. Accordingly, each party (as Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

7.5 Return of Materials.

Upon termination of this Agreement, each party (as Receiving Party) will immediately return to the Disclosing Party all Confidential Information provided by the Disclosing Party embodied in tangible (including electronic) form or, at the Disclosing Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.

8. GENERAL.

8.1 Integration and Severability.

This Agreement, including all Statements of Work, is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. If any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof and thereof shall be unaffected and remain in full force and effect.

8.2 Governing Law.

This Agreement is to be construed in accordance with and governed by the laws of the State of Arizona, excluding its conflict of law principles. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

8.3 Modification and Waiver.

No amendment or modification to this Agreement or any Statement of Work shall be valid or binding upon the parties unless in writing and signed by an officer of each party. No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

8.4 Non-Assignable.

No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of WML, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder without such consent shall be void. WML may assign any of its rights or obligations under this Agreement without the consent of Customer. This Agreement shall bind each party and its permitted successors and assigns.

8.5 Notices.

Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent electronically (fax or e-mail), delivered by overnight delivery service, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth after the signatures of this Agreement or to such other

address as shall be given in accordance with this Section 8.5. If notice is given in person, by courier or electronically, it shall be effective upon receipt; if notice is given by overnight delivery service, it shall be effective two (2) business days after deposit with the delivery service; and if notice is given by mail, it shall be effective five (5) business days after deposit in the mail.

8.6 Force Majeure.

WML shall be excused from performance under this Agreement and any related Statement of Work for any period to the extent that it is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

8.7 Construction.

The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

8.8 Counterparts.

This Agreement and any Statement of Work may be executed in several counterparts, all of which shall constitute one agreement.

8.9 Relationship of Parties.

This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

8.10 Cancellation.

This Agreement shall be subject to the cancellation provisions of A.R.S. 38-511.

8.11 No Third Party Beneficiaries.

The parties acknowledge and agree that the terms, provisions, and obligations of this Agreement may be enforced solely by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WM Logistics, LLC	Customer: City of Flagstaff
By:	By:
Print Name: Surya Sahoo	Print Name: Kevin Burke
Title: President	Title: City Manager, City of Flagstaff, Arizona

EXHIBIT A

FORM OF STATEMENT OF WORK – SOW100114

This Statement of Work is entered into as of this 1st day of October, 2014, by and between WM Logistics, LLC (“WML”), and City of Flagstaff, Arizona (“Customer”), pursuant to that certain Professional Services Agreement dated as of October 1, 2014 by and between WML and Customer (the “Agreement”). Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

Scope of Services to be provided:

This Statement of Work (SOW) is proposed to perform professional service for route optimization for Customer. This SOW will include the following deliverables from WML working collaboratively with Customer.

- Set up depot, disposal facilities and their hours of operation, vehicles, and route parameters.
- Import all existing 17 routes
 - Residential Waste – 5 routes running 4 days per week
 - Residential Recycle – 3 routes running 4 days per week
 - Commercial Waste – 6 routes running 5 days a week, 2 Saturday routes and 1 Sunday route
- Perform weekly load balancing and route optimization.
- Provide daily and summary reports in .csv digital format.
- Provide re-route results in .csv digital format.

Description of Services

WML shall provide Waste Collection Professional Route Optimization Services, which will consist of the following steps:

Step 1

Operational Analysis and Data Preparation

Step 2

Route Optimization

Step 3

Route Results and Implementation

Step 4

Final sign-off

Step 1: Operational Analysis and Data Preparation

Project Initialization

WML will contact Customer’s designated project manager and routing specialist to setup a series of conference calls to understand the Customer’s operations and determine data availability. WML will provide an overview of the routing concept to Customer and explain the route optimization process. WML will evaluate the Customer’s organization’s routing data for completeness and explain the data requirements. WML will establish action items to acquire the necessary customer, vehicle, and facility data for the route optimization process. Once this step is complete, No customer data will be accepted into the routing project.

Assumptions

- Customer will make sure that the right person is available to attend these conference calls and allow for the necessary time required to assist in data acquisition and evaluation
- All address information for waste pickups is available at the beginning of the project digital format as per WML’s data template format
- Pickup/Service Order information (container volume etc, day of service etc.) is available at the beginning of the project in digital format as per WML’s data template format

Attendees

- WML Routing Specialist
- Customer Project Manager
- Customer Routing Specialist (route manager or dispatchers)

Deliverables

- Lead meeting and discussions

Timeframe

- Two (2) to four (4) conference calls of not more than two (2) hours each. Allow a minimum of one (1) week to obtain the necessary data from the Customer. Time estimate will vary depending on the quality and completeness of waste pickup information.

Data Preparation

WML will take the Customer's data and load them into route optimization software. WML will identify any problems associated with addresses of pickups that WML is unable to locate on a map, and will work with Customer's routing specialist to locate these addresses on the map. Customer's team is responsible to complete the geocoding if needed in order to ensure that all the data points are accurately geocoded.

Assumptions

- Pick up/Services data (such as container volume, day of service etc.) is available in electronic format as per WML's data template

Deliverables

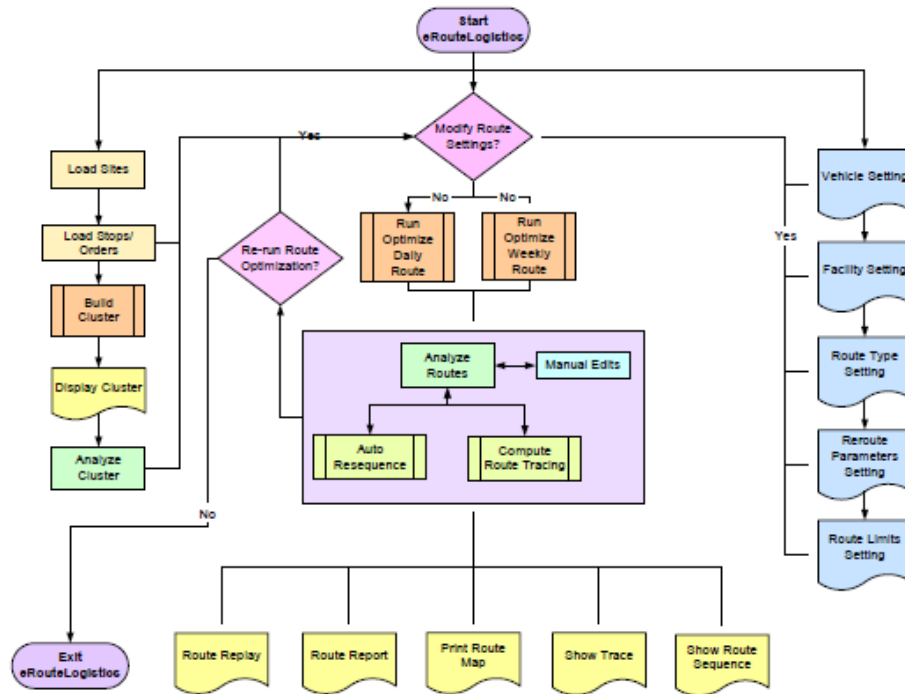
- Email notification that data preparation is complete

Timeframe

- One (1) to two (2) weeks per route type – Depending on the number of trucks per route type and Customer's timely responses.

Step 2: Route Optimization

WML will use eRouteLogistics® software to run the optimization process as illustrated in the process flow diagram below.



Assumptions

- Customer to ensure that routing specialist is available to resolve any questions or issues

Deliverables

- Email notification that route optimization process is complete

Timeframe

- Two (2) to Three (3) weeks per route type – Depending on the number of trucks per route type and Customer's timely responses.

Step 3: Route Results and Implementation

Once WML has the Customer's routes optimized, WML will generate the results in the form of reports and maps. WML will send the Customer a draft of the results and hold a Web conference call with the Customer's routing team to go over the highlights of the results. WML will take notes on any adjustment to the routing parameters based on this conference call and make a final route optimization run on the Customer's dataset and prepare final delivery of results.

During the implementation process, WML will attempt to correct infeasible routes for a maximum of one (1) iteration. WML will work with the Customer to modify any constraints to help plan a feasible route for the Customer's service area(s).

WML will arrange to have web conferences with the Customer's staff and explain the routing results to ensure the routes are feasible. WML will go over the results and provide recommendations and tips on how to implement the new routes.

Assumptions

- Customer will make sure that the correct person is available and allow for the necessary time required for the implementation discussions

Deliverables

- Route Optimization Results in Digital Format showing a summary of new routes, overview map of new route clusters, detailed manifest of new routes and detailed route maps.
- Digital copies containing the Route Optimization Results report and digital file of results with new routes in a format of Customer's choice – comma separated text file or Excel Spreadsheet format.

Timeframe

One (1) to two (2) weeks per route type– Depending on the number of trucks per route type and Customer's timely responses.

Step 4: Final Sign-Off

WML communicates to Customer about the completion of services and customer signs off electronically

Deliverables

- Communication from WML to Customer about completion of services
- Customer signs-off on the completion via email

Change Procedure

If the Customer requests a change in the project or in the pickup/services data which may result in some steps that may need to be redone, the change procedure will come into effect.

Customer will provide a written request to the WML for the change and depending on the severity of the change –WML will provide updated SOW and quote for the additional services according to the prices listed below.

Customer's timely response is essential for the projects' progress. Any delay on Customer's part in obtaining/ providing the information to the WML may result in Project delivery timelines being extended.

Schedule/Acceptance

As stated in the scope of services section above; each step has some deliverables which the Customer will need to sign-off.

Customer's timely response is essential for the projects' progress. Any delay on Customer's part in obtaining/ providing the information to the WML may result in Project delivery timelines being extended.

Miscellaneous Terms

Compensation

Task	Cost
Professional Services - route types, routes – data set-up and route development for 17 existing routes	\$17,000
On-site training services*	\$5,000
Total	\$22,000
Additional Services Price	
Price for additional training	\$1,200/day
Periodic re-optimization	\$1,200/day

*All travel expenses associated with training will be billed at cost separately. Web training available at Customers' request.

Payment Schedule

All payments are due Net 30.

Payment 1: Due at Contract signing - \$8,500

Payment 2: Due after delivery of Route Optimization Results - \$8,500

Payment 3: Due after On-Site Training- \$5,000

ALL PAYMENTS SHALL BE MAILED TO :
WM LOGISTICS. LLC
1021 Main St. 5th floor
Attention: IT Finance
Houston, TX 77002

WM Logistics, LLC	Customer:
By:	By:
Print Name: Surya Sahoo	Print Name: Kevin Burke
Title: President	Title: City Manager, City of Flagstaff

Software Hosting and Service Agreement

This Software Hosting and Service Agreement (the “**Agreement**”) is made this 22nd day of October, 2014 (the “**Effective Date**”), by and between WM Logistics, LLC., with its principal place of business at 5910 FM 1488 Road, Magnolia, Texas 77354 (“**WML**” or “**Licensor**”), and City of Flagstaff, Arizona 86001 (“**Customer**”). Each of WML and Customer shall sometimes be referred to herein as a “**Party**,” and together as the “**Parties**”. The contact information of the Customer is as follows:

Customer Information	
Contact person: Kevin Burke	Email:
Title: City Manager	Telephone:
Address: 211 W. Aspen Ave Flagstaff, Arizona 86001	Fax: 928 213 2209

This Agreement consists of this cover page (the “**Cover Page**”), the attached Terms and Conditions (the “**Terms**”), and all exhibits that are attached hereto which are incorporated herein by reference.

BY EXECUTING THIS COVER PAGE AND EACH EXHIBIT, LICENSOR AND CUSTOMER, THROUGH THEIR AUTHORIZED REPRESENTATIVES IDENTIFIED BELOW, AGREE TO BE BOUND BY THE COVER PAGE AND THE TERMS AND CONDITIONS AND EACH EXECUTED EXHIBIT.

WM Logistics, LLC	Customer: _____
By:	By:
Print Name: Surya Sahoo	Print Name: Kevin Burke
Title: President, WM Logistics	Title: City Manager. City of Flagstaff, Arizona

TERMS AND CONDITIONS

1. Scope of Agreement; Definitions. This Agreement covers Customer's purchase of certain services and the licensing and permitted use of certain software. Unless otherwise defined in this Section 1, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

"Customer Data" all information and data submitted by Customer to the Software Service in the course of using the Software Service.

"Laws" means, collectively, laws, statutes, ordinances, regulations and other types of local, state, national and foreign government authority (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, patient data, false advertising, privacy and data protection, and publicity).

"Licensor" means, collectively, WML and any other owner, supplier or licensors of the Software.

"Software" means the object code form of the software product(s) and related user documentation listed on Exhibit A which Customer will have the right to use pursuant to the terms of this Agreement.

"Software Service" means the service by which the Software hosted on servers controlled by Licensor and, as applicable, its designees, are made available for remote use by Customer. The operational services and performance levels of the Software Service are set forth in Exhibit B.

2. License Grants. Subject to the terms and conditions of this Agreement, Licensor grants Customer a non-exclusive, non-transferable, non-sublicensable right to use the Software, as made available to Customer over the Internet through the Software Service, solely for Customer's own internal business purposes. All rights not expressly granted to Customer are reserved by Licensor and its licensors. Except as set forth in this Section 2, no other right or license of any kind is granted by Licensor to Customer under this Agreement with respect to the Software or the Software Service.

3. Customer Responsibilities. Customer shall be solely responsible for providing and maintaining all hardware, software (other than the Software), browsers, communication connectivity and bandwidth required for Customer to access the Internet to use the Software. Customer further agrees that it is responsible for all activity occurring under Customer's account and shall abide by all Laws in connection with Customer's use of the Software and Software Service. Customer is responsible for all use of the Software Service (including the Software) through Customer's account and for compliance with this Agreement; any breach by Customer or any of Customer's users shall be deemed to have been made by Customer.

4. Passcodes. Customer is responsible for all use of the user IDs and passwords (collectively, "**Passcodes**") provided by Licensor and maintaining the confidentiality of such Passcodes. Sharing or otherwise disclosing any Passcodes with any unauthorized party is prohibited. Customer shall: (i) notify Licensor immediately of any unauthorized use of any Passcode; and (ii) not impersonate any other Licensor OR user or provide false identity information to gain access to use the Software or to use the Software Service.

5. Customer Information. Customer hereby grants to Licensor a perpetual, royalty-free, irrevocable and unlimited license to use the Customer Data in all ways required for

Licensor to provide Customer the Software Service. Customer, and not Licensor, shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use all Customer Data. Licensor reserves the right to withhold, remove and/or discard Customer Data without notice for any breach of this Agreement including, without limitation, non-payment.

6. Ordering. All orders to use the Software Service will be placed using either Licensor's standard order form, the form of which is attached hereto as Exhibit A, or such other form acceptable to Licensor. Each order shall be subject to acceptance by Licensor at its principal place of business and shall not be binding until the acceptance of such order in writing by Licensor. If Customer issues Customer's own form of purchase order or other non-Licensor form, Customer agrees that such forms are for Customer's convenience only, and that other than contact information, price and similar terms identifying the purchase or the purchaser, any terms in addition to or conflicting with the terms of this Agreement shall be void and of no effect. All requests to purchase additional licenses or use of the Software Service shall be submitted to Licensor in writing and attached hereto as an additional exhibit. All additional purchases shall be subject to Licensor's then-current rates and shall be subject to the terms and conditions of this Agreement.

7. Payments. Customer agrees to pay all fees due, including any late payment fees, as are specified in this Agreement, in Exhibit A and any invoices provided by Licensor. If any authority imposes a duty, tax or similar levy (other than taxes based on Licensor's income), Customer agrees to pay, or to promptly reimburse Licensor for, all such amounts. Unless otherwise indicated in an invoice from Licensor, all invoices are payable thirty (30) days from the date of the invoice. Overdue amounts are subject to a late payment interest charge, at the lower rate of (i) one percent (1%) per month; or (ii) the maximum legal rate. Customer agrees to promptly pay or reimburse Licensor for all costs and expenses, including all reasonable attorneys' fees, related to any breach of Customer's obligations under this Agreement. In the event that Customer shall, at any time, be in arrears on payments owing to Licensor, Licensor may, upon thirty (30) days' prior written notice, decline to continue to perform under this Agreement, including, without limitation, ceasing to provide the Software Service in which event such action shall not give rise to any cause of breach of contract or other liability against Licensor. All rights of Licensor under this Section 7 shall be in addition to, and not a limitation of, Licensor's rights under Section 19 (Term; Termination).

8. Intellectual Property. This Agreement does not transfer to Customer any title or any ownership right or interest in any Software or in the Software Service. Customer acknowledges and agrees that the Software is owned by Licensor and its licensors, and that the Software and the Software Service contain, embody and are based on patented or patentable inventions, trade secrets, copyrights and other intellectual property rights owned by Licensor and its licensors. Customer's rights with respect to the Software and Software Service are limited to the terms and conditions in this Agreement. Subject to the rights and licenses granted to Licensor in Section 5, Customer shall retain ownership of all Customer Data.

9. No Copying. Customer may not make any copies of the Software for any purpose.

10. No Reverse Engineering; Other Restrictions. Customer shall not, directly or indirectly: (i) sell, rent, lease, redistribute, sublicense or transfer any Software; (ii) modify, translate, reverse engineer (except to the limited extent permitted by law), decompile, disassemble, or create derivative works based on, the Software or the Software Service; (iii) use the Software or the Software Service for the benefit of any third parties (e.g., in an ASP, outsourcing or service bureau relationship) or in any way other than what is expressly permitted in this Agreement; (v) create Internet links to the Software Service or the Software or frame or mirror the web page(s) from which the Software Service is accessed; (vi) remove, alter or obscure any proprietary notice, labels or marks on the Software or any web pages(s) from which the Software Service is accessed; or (vii) disable or circumvent any access control or related process or procedure established with respect to the Software or the Software Service.

11. Confidentiality. “*Confidential Information*” means: (i) any non-public technical or business information of a Party, including without limitation any information relating to a Party’s techniques, algorithms, software, know-how, current and future products and services, research, engineering designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information; (ii) any other information of a Party that is disclosed in writing and is conspicuously designated as “Confidential” at the time of disclosure or that is disclosed orally and is identified as “Confidential” at the time of disclosure; and (iii) the specific terms and conditions of this Agreement. Confidential Information shall not include information which: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (b) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party’s possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving Party without use of or access to the disclosing Party’s Confidential Information or otherwise in breach of this Agreement; or (d) the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure. Each Party will maintain in confidence all Confidential Information of the other Party and will not use such Confidential Information except as expressly permitted herein. Each Party will take all reasonable measures to maintain the confidentiality of the other Party’s Confidential Information, but in no event less than the measures it uses to protect its own Confidential Information. Each Party will limit the disclosure of such Confidential Information to those of its employees with a bona fide need to access such Confidential Information in order to exercise its rights and obligations under this Agreement; provided that all such employees are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein. Each Party understands and agrees that the other Party will suffer irreparable harm in the event that the receiving Party of Confidential Information breaches any of its obligations under this Section 11 and that monetary damages will be inadequate to compensate the non-breaching Party for such breach. In the event of a breach or threatened breach of any of the provisions of this Section 11, the non-breaching Party, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach by the other Party.

12. Maintenance and Support. Maintenance and support will

be provided at no additional charge.

13. Disclaimer. THE SOFTWARE SERVICE AND ACCESS AND USE OF THE SOFTWARE AND CUSTOMER DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS NOT IN LICENSOR’S CONTROL AND INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. LICENSOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS BY THE PARTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE SERVICE AND SOFTWARE ARE DESIGNED TO BE TOOLS TO ASSIST CUSTOMER IN CUSTOMER’S BUSINESS; LICENSOR MAKES NO WARRANTY THAT THE SOFTWARE SERVICE AND THE SOFTWARE WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS OR IN AN UNINTERRUPTED MANNER. ANY WARRANTIES MADE BY LICENSOR MAY BE VOIDED BY ABUSE OR MISUSE OF THE SOFTWARE OR SOFTWARE SERVICE BY CUSTOMER.

14. Limitation of Liability. IN NO EVENT WILL LICENSOR’S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, THE SUPPORT PLAN OR THE USE OF THE SOFTWARE SERVICE OR SOFTWARE EXCEED THE AMOUNT OF FEES PAID TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE DATE THAT GAVE RISE TO SUCH LIABILITY.

15. Exclusion of Other Damages. UNDER NO CIRCUMSTANCES SHALL LICENSOR OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, OR LIABILITIES RELATED TO A VIOLATION OF AN INDIVIDUAL’S PRIVACY RIGHTS; OR (II) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS), IN EACH CASE EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE AND THE SOFTWARE SERVICE, AND FOR ANY RELIANCE THEREON.

16. Intellectual Property Indemnity. Licensor will defend any action brought against Customer to the extent that it is based upon a claim that the Software or the Software Service, as made available by Licensor to Customer under this Agreement, infringes any existing U.S. patent or copyright. Licensor will pay any costs, damages and reasonable attorneys’ fees attributable to such claim that are finally awarded against

Customer in such action. Licensor's obligations under this Section 16 are contingent upon: (i) Customer giving prompt written notice to Licensor of any such claim; (ii) Customer allowing Licensor to control the defense and any related settlement of any such claim; and (iii) Customer furnishing Licensor with reasonable assistance in the defense of any such claim, so long as Licensor pays Customer's reasonable out-of-pocket expenses. If Customer's use of the Software or Software Service is, or in Licensor's opinion is likely to be, enjoined due to the type of claim specified in this section, then Licensor may, at its sole option and expense: (i) procure for Customer the right to continue using the Software Service and/or Software under the terms of this Agreement; or (ii) replace or modify such items so that the Software Service and Software, as applicable, is non-infringing and substantially similar in functionality. Licensor will have no obligation for any claim of infringement to the extent that it results from (i) modifications to the Software or any other component of the Software Service made other than by Licensor, or (ii) Customer's failure to use any item or technology provided by Licensor to Customer for the purpose of avoiding any infringement.

17. Customer Indemnification. Customer shall, at Customer's expense, defend Licensor and its affiliates and their officers, directors, employees and representatives against all claims, actions, suits and proceedings by unaffiliated third parties arising from or related to Customer's breach of or failure to comply with this Agreement, or Customer's use or misuse of the Software. Customer shall pay all costs, losses, damages and reasonable attorneys' fees incurred, and all associated settlements in connection with any such claims. Customer agrees not to settle any claim, action, suit or proceeding for which Customer are indemnifying Licensor in a manner that would impose any obligations on Licensor without first obtaining Licensor's consent thereto (which shall not be unreasonably withheld or delayed).

18. Verification. Customer agrees that Licensor or its designee shall have the right to periodically conduct on-site audits of Customer's use of the Software Service and the Software. These audits will be conducted during regular business hours, and reasonable efforts will be made not to interfere unduly with Customer's regular business activities. Licensor may also require Customer to accurately complete a self-audit questionnaire in a form provided by Licensor. If an audit reveals unlicensed use of the Software or the Software Service, Customer must promptly order and pay for sufficient licenses to permit all usage disclosed. If material unlicensed use is found (*i.e.*, if the aggregate payments Customer has made to Licensor as of the date the audit commences are less than 95% of the aggregate payments Customer should have made to Licensor as of such date), Customer also shall reimburse Licensor for its costs incurred in connection with the verification.

19. Term; Termination. The term of this Agreement shall commence on the Effective Date and shall remain in effect until it is terminated in accordance with the terms set forth herein or as otherwise mutually agreed to by the Parties. Each **Exhibit A** attached hereto shall set forth the term of use of the Software Service. Either party may terminate this Agreement at any time and for any reason upon fifteen (15) days advance written notice to the other party. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party materially breaches this Agreement and does not cure such breach within thirty (30) days following receipt of notice specifying the breach. Upon the expiration or termination of this Agreement, Customer shall promptly cease using the

Software Service, delete Customer Data, and pay all amounts accrued or otherwise owing to Licensor for the terminated or expired portion of this Agreement, and each Party shall return, or certify the destruction of the Confidential Information of the other Party.

20. Legal Compliance; Restricted Rights. The Software and Software Services are made available to Customer solely for lawful purposes and use. Customer shall be solely responsible for, and agree to comply with, all applicable Laws. Without limiting the foregoing, Customer agrees to comply with all U.S. export Laws and applicable export Laws of Customer's locality (if Customer are not in the United States). The Software and Software Service are provided subject to Licensor's standard commercial agreement; the Software, Software Service and related documentation are "commercial computer software" and "commercial computer software documentation", and licensed for use subject to Licensor's standard commercial agreement. Any license to use the Software or Software Service acquired by the United States government is provided with only "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in DFARS 252.227-7014 and FAR 52.227-19 if the commercial terms are deemed not to apply. The Software and Software Service were developed at private expense without government funds, and is commercial software.

21. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to choice-of-law rules or principles. The parties agree that the exclusive venue for all disputes relating to this Agreement shall be in courts situated in Coconino County, Arizona. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect. Customer expressly agrees with Licensor that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

22. Notices. Any notices under this Agreement will be personally delivered, or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the address specified herein or such other address as a Party may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. All notices to Licensor shall be sent to the attention of Customer Support with a copy to Waste Management, 1001 Fannin St. Ste 4000, Houston, TX 77002 Attn: General Counsel (unless otherwise specified by Licensor).

23. Assignment. Customer may not assign or otherwise transfer this Agreement without Licensor's prior written consent; Licensor agrees to use its reasonable efforts to notify Customer promptly in writing of any assignment by Licensor to an unaffiliated third party of this Agreement; provided, however, Licensor has the right to assign or delegate any of the work or service required under this Agreement to any of its subsidiaries or affiliates and any of Waste Management's subsidiaries or affiliates. Notwithstanding the foregoing, either Party may assign this Agreement without the consent of the other Party if a majority of its outstanding voting capital stock is sold to a third party, or if it sells all or substantially all of its assets or if there is otherwise a change of control. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

24. Force Majeure. Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control. This provision shall not apply to any of Customer's payment obligations.

25. General. This Agreement, including its exhibits (all of which are incorporated herein), are collectively the Parties' complete agreement regarding its subject matter, superseding any prior oral or written communications. Amendments or changes to this Agreement must be in mutually executed

writings to be effective. Unless otherwise expressly set forth in an exhibit that is executed by the Parties, these Terms shall control in the event of any conflict between these Terms and any terms set forth in an exhibit. Sections 1, 7-11, 13-15, 18-22 and 25 shall survive the termination or expiration of this Agreement. The Parties are independent contractors for all purposes under this Agreement.

[Exhibits to follow]

Software Hosting and Service Agreement

EXHIBIT A(A100114)

This Exhibit A (No. A100114), executed as the date set forth below, is attached to and incorporated by reference into, that certain Software Hosting and Service Agreement, dated October 1, 2014, by and between WML and Customer.

The following terms shall have the following meanings:

“Mobile Units” means the maximum number of specific mobile or portable machines, laptop computers, device, terminal, or other digital electronic or analog device authorized to use the Licensed Software.

“Named Users” means either the maximum number of humans or specific machines authorized to use the Software.

“Vehicles” means the maximum number of vehicles owned and/or operated by Customer to use with Software.

All other capitalized terms not defined herein shall have the meanings given to them in the Agreement.

1. Customer, through the use of the Software Service, shall have the right to use the following Software:

- a) eRouteLogistics®
- b) eRouteDispatch™
- c) eRouteTracker™
- d) eRouteLink™
- e) eRoutePerformance™

2. Number of Named Users for each Software:

- a) eRouteLogistics® - 10
- b) eRouteDispatch™ - 10
- c) eRouteTracker™ - 10
- d) eRoutePerformance™ - 10

3. Number of Vehicles for each Software

- a) eRouteLogistics® - 17
- b) eRouteDispatch™ - 17
- c) eRouteTracker™ - 17
- d) eRouteLink™ - 17
- e) eRoutePerformance™ - 17

4. Fees:

Item	Users	Vehicles	Fee Year 1 October. 1, 2014- September 30, 2015	Fee Year 2 October 1, 2015- September 30, 2016	Fee Year 3 October 1 2016- September 30, 2017
SOFTWARE					
eRouteLogistics® Commercial/Residential Software, eRouteDispatch™ eRouteTracker™	10	17	\$26,710	\$46,690	\$46,690

eRoutePerformance™ eRouteLink™					
TOTAL			\$26,710	\$46,690	\$46,690

Customer shall procure the Mobile Units Hardware (Tablet, Vehicle Mounts, casing etc.) for eRouteLink™ Software above and be fully responsible for ensuring that the mobile units are mounted, installed and secured.

Payment Schedule

All payments are due Net 30. Payments are due in full at the beginning of each Year above.

ALL PAYMENTS SHALL BE MAILED TO:

WM LOGISTICS, LLC
1021 Main St. 5th floor
Attention: IT Finance
Houston, TX 77002

5. WML shall provide the above Service(s) for the Fee(s) set forth in the table above beginning **October 1, 2014**, for a term of three (3) years (“Initial Term”). Thereafter, this Service Order may be renewed for one (1) year terms (“Renewal Term”) unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term.

6. MOBILE UNITS

If Customer elects to use Mobile Units (as evidenced in the chart provided in paragraph 4 of this Exhibit A), Customer agrees to the following:

- a) Customer agrees to have Mobile Units installed in its vehicles. Such installation of the Mobile Units will be at Customer’s own risk. Such Mobile Units will contain the Licensed Software and all terms and conditions related to use of the License Software, as well as any guidance and directives provided with the Mobile Units, shall apply to the Mobile Units and Customer shall comply therewith. The Licensed Software is owned by WML. Customer agrees that Mobile Units placed in service vehicles must be affixed, mounted or secured such that they do not move while the vehicles are in motion. Customer understands and agrees that operating or otherwise using the Mobile Unit while the vehicle is in motion can result in accidents causing injury and/or damages. Therefore, any use or operation of the Mobile Units while the vehicle is in motion is strictly prohibited. Customer shall inform all drivers of its vehicles to not operate or use Mobile Units while the vehicles are in motion. The term “operate” or “use” means any act of programming the Mobile Unit, changing the settings of the Mobile Unit or in any way touching or physically interacting with the Mobile Unit.
- b) Customer will be responsible for claims, damages, suits, penalties, fines and liabilities (including reasonable attorney fees) for injury or death to persons or loss or damage to property arising out of its use, operation or possession of the Mobile Units.
- c) **CUSTOMER ACKNOWLEDGES THAT WML IS NOT THE MANUFACTURER OF SUCH MOBILE UNITS. WML DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESSED OR**

IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS AND IS NOT LIABLE FOR THE PERFORMANCE OF THE MOBILE UNITS.

- d) CUSTOMER AGREES TO AND SHALL RELEASE, INDEMNIFY AND HOLD HARMLESS WML, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, FINANCIAL ADVISORS, COUNSEL, ACCOUNTANTS, AGENTS, AFFILIATES AND SUBSIDIARIES AGAINST ANY AND ALL LOSSES, INJURY, DEATH, DAMAGES, LIABILITIES, CLAIMS, DEFICIENCIES, ACTIONS, JUDGMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES ARISING OUT OF OR RELATED TO THE MOBILE UNITS.**

BY EXECUTING THIS EXHIBIT A (No. 100114), WML AND CUSTOMER, THROUGH THEIR AUTHORIZED REPRESENTATIVES IDENTIFIED BELOW, AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT AND THIS EXHIBIT A (NO. 100114).

WML	Customer: _____
By:	By:
Print Name: Surya Sahoo	Print Name: Kevin Burke
Title: President, WM Logistics	Title: City Manager, City of Flagstaff, Arizona
Effective Date: <u>October 1, 2014</u>	

Software Hosting and Service Agreement

EXHIBIT B

Support

Standard support is set out in the software maintenance plan listed in the table below. WML will make commercially reasonable efforts to provide Customer with support with regard to the Software. WML agrees to respond to a maximum of such requests outlined in the table below during any given month. WML and Customer agree that responding by telephone to a request for support is commercially reasonable and sufficient. To the extent that Customer requires more than the stipulated hours of support during any single month, Customer agrees to pay an additional fee for that month as outlined in the table below.

Support Plan Feature	Cost
Office Hour Help Desk Support Mon to Friday, 8am to 5pm CST except on WML Holidays	Max 8 calls per month 2 hours per call
Enhancement Request Development Rate	\$150/Hr.
Additional hours of phone support	\$75 per hour
Software Upgrades	Included
Software Patches	Yes

Service Level and Performance

WML will make commercially reasonable efforts to make the Software Service available for Customer's use during normal business hours except for planned outages. WML does not warranty specific performance levels. Performance varies depending on the size of customer dataset.

Software Updates

WML will make commercially reasonable efforts to provide advance notice of material updates to Software. Customer may not be able to access the Software and Software Service during the update process.

Backup and Security

WML uses servers that have hardware redundancy such as RAID hard drives to reduce downtime and to protect data. In the event of hardware failure and loss of data, WML will attempt to restore data from nightly backups.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Rick Compau, Purchasing Director
Date: 10/14/2014
Meeting Date: 10/21/2014



TITLE:

Consideration and Approval of Cooperative Contract: Consideration to enter into an Intergovernmental Agreement (IGA) for cooperative purchasing services with five (5) agencies that are members of the Flagstaff Alliance for the Second Century (FASC), as follows: Flagstaff Unified School District, Northern Arizona University, Coconino County, City of Flagstaff and Coconino County Community College.

RECOMMENDED ACTION:

Approve the IGA for cooperative purchasing services and authorize the Mayor to sign the IGA on behalf of the City of Flagstaff.

Policy Decision or Reason for Action:

Consideration of this IGA will provide procurement related opportunities to sponsor, conduct and/or administer a cooperative agreement for the procurement or disposal of any materials, services or construction. Reduced fiscal resources have created an environment that supports increased and greater levels of cooperation for the procurement of various materials, services and construction. The proposed IGA establishes procedures for the FASC to participate in procurement related activities and encourages FASC cooperation whenever possible to increase purchasing power and can provide better value in the expense of public resources.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

Effective governance

Has There Been Previous Council Decision on This:

Back in September of 1994, the City Council and five (5) participating members of the FASC (Flagstaff Unified School District, Northern Arizona University, Coconino County, City of Flagstaff and Coconino County Community College), approved the first IGA put in place for cooperative purchasing services for a ten (10) year period; which expired in September of 2004. The IGA was renewed by all five (5) participating members of the FASC for an additional ten (10) year period; which expired in September of 2014. All five (5) participating members of the FASC are in agreement to renew this IGA for another ten (10) year period and each member is taking this IGA to their respective Council or Board for formal action and the IGA shall be executed in counterpart.

Options and Alternatives:

- 1.) The City Council may approve this IGA.
- 2.) The City Council may decline to enter into this new IGA.

Background/History:

This IGA was first approved by all of the five (5) participating members of the FASC (Flagstaff Unified School District, Northern Arizona University, Coconino County, City of Flagstaff and Coconino County Community College) back in September of 1994 for a ten (10) year period. Then in September of 2004, this IGA was renewed for another ten (10) years through September of 2014 and is now expired. All five (5) participating members of the FASC are interested in renewing this IGA for another ten (10) year period; which would expire in September of 2024.

Key Considerations:

The ultimate goal of this IGA is to lower contract pricing through volume bidding that help leverage our purchasing power and to obtain maximum service quality provided by contracted vendors. Other objectives are to reduce duplication of bidding efforts, to provide for monthly networking opportunities and to improve the efficiency and effectiveness of the public procurement process.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

This IGA will allow participating members of the FASC to pool their resources in an effort to lower contract pricing through volume bidding that help leverage our purchasing power and to obtain maximum service quality provided by contracted vendors. In addition, this IGA will allow for more efficient use of personnel through the reduction of duplication of bidding efforts.

Community Involvement:

Inform

Attachments: Intergovernmental Agreement

FLAGSTAFF ALLIANCE FOR THE SECOND CENTURY
INTERGOVERNMENTAL AGREEMENT
(Intergovernmental Procurement)

THIS INTERGOVERNMENTAL AGREEMENT (hereafter “Agreement”) dated September 16, 2014 between the **FLAGSTAFF UNIFIED SCHOOL DISTRICT** (hereafter “District”), **ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY** (hereafter “NAU”), **COCONINO COUNTY** (hereafter “County”), **CITY OF FLAGSTAFF** (hereafter “City”) and **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT** (hereafter “Community College”) is to permit the Parties to participate in intergovernmental procurement pursuant to A.R.S. 11-952 and 41-2632. The District, NAU, County, City and Community College may hereinafter be referred to individually as a Party or collectively as Parties.

SECTION 1: This Agreement shall be for a period of ten (10) years from the date of its execution. Notwithstanding the above, the Parties understand that this Agreement may be cancelled by action of any successor School District Governing Board, Board of Regents, County Board of Supervisors, Coconino County Community College District Governing Board, or City Council as may be elected, or as otherwise set forth herein. It is further agreed that if the Agreement is cancelled, no damages to any of the respective Parties shall result from such cancellation.

SECTION 2: The District is authorized to enter into this Agreement pursuant to A.R.S. 11-952, 15-213, 15-341, 15-342, and 41-2632 and Governing Board action of _____, 2014.

SECTION 3: NAU is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Arizona Board of Regents Policy 3-808.

SECTION 4: Coconino County is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Board of Supervisors action of _____, 2014.

SECTION 5: City of Flagstaff is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Article I, Section 3 of the Flagstaff City Charter.

SECTION 6: Community College is authorized to enter into this Agreement pursuant to A.R.S. 11-952 and 41-2632 and Coconino County Community College District Governing Board action of August 26, 2014

SECTION 7: The purpose of this Agreement shall be to permit the Parties to participate in, sponsor, conduct and/or administer cooperative purchasing agreements for the procurement of any materials, services, professional services, construction or construction services in accordance

with an agreement entered into between the applicable Parties. Under this Agreement, the Parties may:

1. Sponsor, conduct, and/or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction;
2. Cooperatively use materials or services;
3. Commonly use or share warehousing facilities, capital equipment and other facilities;
4. Provide personnel, except that the requesting Party shall pay the Party providing the personnel the direct and indirect cost of providing the personnel;
5. On request and subject to reimbursement of reasonable and necessary costs when applicable, make available to each other informational, technical or other services or software that may assist in improving the efficiency or economy of procurement.

SECTION 8: Each Party shall be responsible for all costs associated with its individual activities relative to this Agreement, including but not limited to: materials, utilities, and maintenance. Each Party shall:

1. Ensure purchase orders issued against any other Party's bid documents and/or contracts are in accordance with the pricing and terms and conditions established in the bid document and/or contract.
2. Be responsible for the ordering of materials, equipment or services under this Agreement.
3. Make timely payments to the vendor or other Party in accordance with the terms and conditions of bid or contract documents or the agreement as set forth in Section 7 of this Agreement.
4. Be solely responsible for exercising any rights or remedies under the Party's agreement with the vendor as a result of utilizing bid and/or contract documents originated by any or all Parties to this Agreement; however, the Party who administered the bid and/or contract documents, without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
5. Each party shall be liable for its own actions and negligence and to the extent permitted by law; each shall indemnify, defend and hold harmless the other participating parties against any actions, claims or damages arising out of their own employee's acts or omissions in connection with this Agreement.

SECTION 9: Each Party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of the

Party's employees or agents. The Parties may include specific insurance requirements in individual agreements as applicable or, at minimum; the following provision shall be included:

Each Party shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of the Party's employees or agents.

Each entity's employees shall remain their own and each entity shall maintain adequate worker's compensation and employer's liability insurance on its employees which may include bona fide self-insurance.

SECTION 10: Any Party may terminate its participation in this Agreement upon ninety (90) days written notice to all the Parties to this Agreement. Providing that at least two (2) Parties remain as participants in this Agreement, the Agreement shall remain in effect with the remaining Parties.

SECTION 11: As required by A.R.S. § 41-4401 and Arizona Executive Order 2009-09, the Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration (Executive Order 13465 – Employment Eligibility Verification, E-Verify; 73 FR 67704), nondiscrimination (Executive Order 11246), and affirmative action. The Parties shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

SECTION 12: The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511.

SECTION 13: It has been determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

SECTION 14: Upon mutual consent of the Parties, the duration of this Agreement may be extended pursuant to A.R.S. 11-952(G).

SECTION 15: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have read and agree to the terms and conditions herein and have executed this Agreement as of the last signature hereof:

COCONINO COUNTY

Chairman, Board of Supervisors

CITY OF FLAGSTAFF

Jerry Nabours
Mayor

NORTHERN ARIZONA UNIVERSITY

Becky McGaugh
Director of Procurement, Purchasing

COCONINO COMMUNITY COLLEGE

Dr. Leah Bornstein
President

FLAGSTAFF UNIFIED SCHOOL DISTRICT

Barbara Hickman
Superintendent

**FLAGSTAFF ALLIANCE FOR THE SECOND CENTURY
INTERGOVERNMENTAL AGREEMENT
(Intergovernmental Procurement)**

REPRESENTING FLAGSTAFF UNIFIED SCHOOL DISTRICT:

Pursuant to A.R.S. 11-952 and 41-2632, undersigned counsel for the Flagstaff Unified School District has reviewed the agreement and determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Flagstaff Unified School District Governing Board.

Signature: _____

Date: _____

Name: _____

Law Firm: _____

REPRESENTING COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:

Pursuant to A.R.S. 11-952 and 41-2632, undersigned counsel for the Coconino County Community College District has reviewed the agreement and determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Coconino Community College District Governing Board.

Signature: _____

Date: __9/16/14_____

Name: __James D. Griffith_____

Law Firm: __Mangum, Wall, Stoops & Warden, P.L.L.C.____

REPRESENTING NORTHERN ARIZONA UNIVERSITY:

Pursuant to A.R.S. 11-952 and 41-2632, undersigned counsel for the Northern Arizona University has reviewed the agreement and determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Northern Arizona University.

Signature: _____

Date: _____

Name: Mark Neumayr, NAU Legal Council

REPRESENTING CITY OF FLAGSTAFF:

Pursuant to A.R.S. 11-952 and 41-2632, undersigned counsel for the City of Flagstaff has reviewed the agreement and determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Flagstaff City Council.

Signature: _____

Date: _____

Name: _____

Attorney for the City of Flagstaff

REPRESENTING COCONINO COUNTY:

SIGNED BY THE DEPUTY COUNTY ATTORNEY ON THE COUNTY'S AGENDA ROUTING FORM,

_____.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David McIntire, Asst. to City Manager - Real Estate

Date: 10/14/2014

Meeting Date: 10/21/2014



TITLE:

Consideration and Adoption of Ordinance No. 2014-24: An ordinance of the Flagstaff City Council authorizing the City of Flagstaff to accept specific deeds of real property and easements and providing for the repeal of conflicting ordinances, severability, and authority for clerical corrections, and establishing an effective date. *(Approval of an ordinance accepting deeds and easements of real property obtained by the City through grants and donations).*

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-24 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-24 by title only (if approved above)
- 3) Adopt Ordinance No. 2014-24

Policy Decision or Reason for Action:

Real property, whether in fee or in easement form, is often acquired during the development review process through dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights of way or other public purposes. The City Charter, in Article VII Section 5, requires the City to acquire real property by ordinance. The approval of this ordinance will formally accept the real property donated or dedicated to the city through the development review process or as necessary for an approved capital improvements project.

Financial Impact:

Real property is considered a fixed asset in the city. Until City Council approves an ordinance accepting the acquisition that value is not recognized in an audit so while there is no actual financial expenditure associated with these acquisitions, there is a fixed asset value the city receives through this action.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1. Repair Replace maintain infrastructure (streets & utilities)
11. Effective governance

REGIONAL PLAN:

Goal OS.1 The region has a system of open lands, such as undeveloped corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Goal WR.4 Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Goal WR.5 Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections and rainwater harvesting.

Goal LU.7 Provide for public services and infrastructure

Goal T.4 Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

Goal PF.2 Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

An ordinance accepting previous dedications and donations was approved in March of 2012. First read of this ordinance was held at the October 7, 2014, Council Meeting.

Options and Alternatives:

- 1) Approve Ordinance No. 2014-24 and accept the dedicated and donated real property into City of Flagstaff ownership.
- 2) Approve Ordinance No. 2014-24 after removing specific acquisitions and accept the remaining dedicated and donated real property into City of Flagstaff ownership.
- 3) Not approve Ordinance No. 2014-24 and not accept the dedicated and donated real property under consideration. This will nullify the dedication or donation and the grantor will retain ownership. It will also remove protections for utilities, urban trails, drainage and other property rights purposes.

Background/History:

Real property is acquired by the city, as necessary, when developments come through the permitting and review process. These properties can be easements to allow for a specific purpose such as a utility line or a drainage area, or they can be actual property received through a deed for rights of way or the protection of open space. The policy for city acceptance of these dedications is governed both by the charter and by internal process. Exhibit A of the ordinance lists the 62 dedications received. For the executed documents regarding a specific dedication one can use the listed document number to view it through the Coconino County Recorders Office.

The City Charter, in Article VII Section 5, requires that all real property be acquired by ordinance. The most recent ordinance accepting donated and dedicated land was Ordinance 2012-12 which accepted real property acquired by donation or dedication prior to March 31, 2012. Ordinance 2014-24 accepts all the real property donated or dedicated since that time. There is also an internal staff process for receiving donations and dedications which involves numerous internal stakeholders to ensure proper protection of the City including:

1. Review and approval by Community Development, Public Works, and/or Utilities regarding location, legal description, and purpose;
2. Review and approval of the conveyance documents by the City Attorney's Office;
3. Review and approval of proof of ownership and authority to convey through examination of title and other relevant documents by Real Estate and/or the City Attorney's Office;
4. When received in fee there is due diligence and approval regarding potential contamination risk through the Sustainability and Environmental Management Section;
5. Finally, recordation through the City Clerk's Office.

There are 62 dedications with a square foot total of close to 429,658. The smallest is a 64 square foot drainage easement and the largest is a Public Utility Easement which is 57,935 square feet.

Key Considerations:

Real property is acquired throughout the year by donation and dedication necessary to achieve the Council and Regional Plan goals and to ensure utilities, roads, and specialized areas are properly protected.

All real property must be acquired by ordinance per the City Charter.

There is a due diligence process that each acquisition goes through to ensure it is donated or dedicated properly and that the City's interests are protected.

Ordinance 2012-24 will accept the real property already received and recorded since March 31, 2012.

These acquisitions are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Community Benefits and Considerations:

Community benefits of the acceptance of the parcels includes proper protection for rights determined necessary for utilities, urban trail systems, drainages, slopes, open spaces, rights of way and others.

Community Involvement:

Inform

Attachments: Ord. 2014-24

ORDINANCE NO. 2014-24

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE CITY OF FLAGSTAFF TO ACCEPT SPECIFIC DEEDS OF REAL PROPERTY AND EASEMENTS AND PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") has obtained numerous deeds and easements for real property through grants and donations that have not been formally accepted by City Council; and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, the City shall acquire real property by ordinance.

ENACTMENTS:

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

SECTION 1: That the acceptance of the specific grants and donations of interests in real property as more particularly described and depicted in Exhibit A, attached to this ordinance, are hereby authorized and ratified.

SECTION 2: That the City Manager, the City Attorney, the City Clerk, the Finance Director, the Assistant to the City Manager for Real Estate, or other employees or agents as deemed necessary, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Flagstaff City Code adopted herein by reference are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary, related to this ordinance as amended herein,

and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 6. Effective Date.

This ordinance 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 21st day of October, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A - Donations and Dedications List

Document Number	Recordation Date	Rights	Grantor	Landmark or General Area
3671458	08/14/2013	Drainage Easement	Flagstaff Development Group, LLC	Arrowhead and Rt 66
3671479	08/15/2013	Drainage Easement	Elisa Loera	Frontier Homesites Subdivision
3679606	11/19/2013	Public Utility Easement	FedEx Freight, Inc	Pulliam and John Wesley Powell
3680978	12/10/2013	Drainage Easement	Cornerstone Child Development Center	Oak Ave
3680977	12/10/2013	Drainage Easement	Louis M and Diane Deisel	Continental Country Club Estates 2
3680975	12/10/2013	Drainage Easement	Katlon Inc	420 N San Francisco
3680976	12/10/2013	Drainage Easement	William Rauch	Fox Hill Rd
3681087	12/11/2013	Drainage Easement	Sally Veazy	415 David Dr
3681945	12/23/2013	Public Utility Easement	Anthony and Ruth Ann Decou	NW/4 Sec 9, T21N, R7E, G&SRM
3681587	12/18/2013	Warranty Deed	Miramonte Presidio, LLC	Presidio in the Pines
3681589	12/18/2013	Warranty Deed	Anthem Properties, LLC	College America
3681588	12/18/2013	Public Utility Easement	Anthem Properties, LLC	College America
3689372	04/10/2014	Public Utility Easement	National Bank of Arizona	Rt 66 and 4th
3689320	04/09/2013	Drainage Easement	Marilyn Massey, Sandra Cverko and Michael Cverko	Rose St
3691020	05/05/2014	FUTS Easement	Flagstaff Medical Center	FMC Western Campus
3691021	05/05/2014	FUTS Easement	Flagstaff Medical Center	FMC Western Campus
3696132	07/08/2014	Special Warranty Deed	UT 20, LLC	University Terrace Unit 2
3696131	07/08/2014	Special Warranty Deed	UT 20, LLC	University Terrace Unit 2
3693958	06/11/2014	Special Warranty Deed	Flagstaff Development Group, LLC	Arrowhead and Rt 66
3693959	06/11/2014	Special Warranty Deed	Flagstaff Development Group, LLC	Arrowhead and Rt 66
3676992	10/16/2013	Warranty Deed	Flagstaff Aspen Place, LLC	Alliance Bank - Butler and Lonetree
3655945	03/07/2013	Special Warranty Deed	Coconino County	Right of Way for HI 180
3653588	02/08/2013	FUTS Easement	Normand Gobeil	Switzer Mesa FUTS
3653587	02/08/2013	FUTS Easement	Normand Gobeil	Switzer Mesa FUTS
3652933	02/04/2013	Special Warranty Deed	Coconino County	Right of Way for HI 180
3651315	01/15/2013	FUTS Easement	MMV Devco	Switzer Mesa FUTS
3651314	01/15/2013	FUTS Easement	MMV Devco	Switzer Mesa FUTS
3644110	11/01/2012	Public Utility Easement	Foundation for Senior Living	Flagstaff Senior Meadows
3644113	11/01/2012	Public Utility Easement	Foundation for Senior Living	Flagstaff Senior Meadows
3644111	11/01/2012	FUTS Easement	Foundation for Senior Living	Flagstaff Senior Meadows
3644109	11/01/2012	Public Utility Easement	Foundation for senior living	Flagstaff Senior Meadows
3644112	11/01/2012	Public Utility Easement	Foundation for senior living	Flagstaff Senior Meadows
3643979	10/31/2012	Special Warranty Deed	BDPEC	Right of Way on Switzer Canyon Drive

3640969	10/02/2012	Public Utility Easement	W.L. Gore and Assoc	Kiltie Lane
3636282	08/17/2012	Warranty Deed	VC Flagstaff I, LLC	Right of Way Malpais and Clay
3636285	08/17/2012	Public Utility Easement	VC Flagstaff I, LLC	Clay Ave
3636284	08/17/2012	Pedestrian & Sidewalk Easement	VC Flagstaff I, LLC	Malpais Lane
3636283	08/17/2012	Pedestrian & Sidewalk Easement	VC Flagstaff I, LLC	Clay Ave
3634786	08/02/2012	Warranty Deed	LumberJack Lodging	Ellery Avenue and Leroux Street
3629225	06/08/2012	Public Utility Easement	Vedura Elevation	Elevation near Railhead Avenue
3629224	06/08/2012	FUTS Easment	Vedura Elevation	Elevation near Railhead Avenue
3630321	6/20/2012	FUTS Easment	Ttestan Properties	Switzer Canyon and Turquoise
3626204	05/07/2012	Special Warranty Deed	Team Rentals LLC	Near West and Colanthe
3625052	04/24/2012	Special Warranty Deed	Sunnyside Investments, LLC	Near 6th Ave and West Street
3625051	04/24/2012	Special Warranty Deed	Thomas & Martha Pahler	Near 6th Ave and West Street
3624731	4/20/2012	Pedestrian & Sidewalk Easement	FUSD	Thomas Elementary School
3621649	03/21/2012	Special Warranty Deed	Schust Family Trust UTA	Observatory Mesa Trail
3621648	03/21/2012	Trail easment	Northland Hospice	Intersection of Swizer and Turquoise
3617464	02/06/2012	Public Utility Easement	Museum of Northern Arizona	3101 Ft Valley Road
3616314	01/24/2012	Public Utility Easement	Museum of Northern Arizona	3101 Ft Valley Road
3615340	01/11/2012	Warranty Deed	Vedura Elevation	Near Marketplace Drive
3615206	01/09/2012	Public Utility Easement	MMV Devco, LLC	Senior Meadows
3681088	12/11/2013	Drainage Easement	Robert Pearce	407 David Dr
3675769	10/01/2013	Warranty Deed	Presidio in the Pines Homeowners Associationj	ROW Dedication
3670127	07/31/2013	Warranty Deed	Captial Equity Investments, LLC	Flagstaff Townsite
3670126	07/31/2013	Public Utility Easement	Captial Equity Investments, LLC	Flagstaff Townsite
3666407	06/26/2013	Special Warranty Deed	Schwerin TE Living Trust DTD 6/29/00 McGill, John Monroe Co-Trustee; McGill Elisabeth	Arrowhead Avenue and Rt 66
3663507	05/29/2013	Special Warranty Deed	Rose Co-Trustee	West Street and Arrowhead Avenue
3660336	04/25/2013	FUTS Easement	Lone Oak Properties	Along Pine Cliff Drive
3660215	04/24/2013	FUTS Easement	MMV Devco, LLC	Along Pine Cliff Drive
3655110	02/27/2013	PUE and FUTS	San Francisco De Asis Roman Catholic Parish Flagstaff	McMillan Mesa
3655109	02/27/2013	PUE and FUTS	San Francisco De Asis Roman Catholic Parish Flagstaff	McMillan Mesa

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Malcolm Alter, Stormwater Program Manager
Date: 10/14/2014
Meeting Date: 10/21/2014



TITLE:

Consideration and Approval of Grant Agreement: U.S. Department of Homeland Security, Federal Emergency Management Agency Cooperating Technical Partners award number EMW-2014-CA-00087-S01: Watershed Management Plan and Flood Risk Report for the Rio De Flag Watercourse (***Approve Grant Agreement with Dept. of Homeland Security-FEMA for a Watershed Management Plan***).

RECOMMENDED ACTION:

Approve the application to Federal Emergency Management (FEMA) for grant funds in the amount of \$200,000 and a non-federal commitment/leverage of \$98,198.

Policy Decision or Reason for Action:

Approval of this Grant will result in the necessary funding to develop comprehensive hydrologic and hydraulic models for the Rio De Flag. The models will be used for modeling watershed changes and various scenarios including: effects of catastrophic wildfire, development, capital improvement feasibility, planning, watershed protection and restoration, flood potential, floodplain mapping, climate change and resiliency. The scope also includes some specific items related to these variables. The models will be made available to the scientific and academic communities as well as the County. The result will be state-of-the-art models that can be used for many purposes by the entire community.

Financial Impact:

The Grant requires a non-federal fund commitment/leverage of \$98,198 which was provided by the City through prior expenditures for the LIDAR aerial photography. There will be a minor amount of staff time to maintain the models. The Stormwater Work Program can accommodate this additional demand. It is anticipated that the model will actually reduce staff time in the future due to the capabilities of the model.

Connection to Council Goal:

COUNCIL GOALS:

1. Repair Replace maintain infrastructure (drainage)
2. Effective governance

REGIONAL PLAN:

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.
--

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

Goal E&C.9. Protect soils through conservation practices.

Goal E&C.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.

Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

Approve the Grant.

Decline the Grant.

Background/History:

FEMA has made this funding available through the Cooperating Technical Partners (CTP) Program. This is a one-time grant provided to prepare state-of-the-art hydrologic and hydraulic models.

Key Considerations:

The Grant provides an opportunity to develop a comprehensive tool for the management of the Rio De Flag watershed. The effort is completely funded by FEMA.

Expanded Financial Considerations:

The Grant does not technically require a match of City funds. It has been indicated that the city completed LIDAR (photography and contours) is provided as leverage. Some stormwater staff time will be necessary for model development and maintenance. The stormwater work program can provide for the necessary staff time. Model computer storage needs are anticipated to be minimal.

Community Benefits and Considerations:

The models will benefit the community in a number of ways. The models will be used for modeling watershed changes and various scenarios including: effects of catastrophic wildfire, development, capital improvement feasibility, planning, watershed protection and restoration, flood potential, floodplain mapping, climate change and resiliency. The scope also includes some specific items related to these variables. The models will be made available to the scientific and academic communities as well as the County. The result will be state-of-the-art models that can be used for many purposes by the entire community.

Community Involvement:

Inform: The scientific community and the County have met with the City to discuss the outcomes and uses of the models. The models will be used by these parties to assess their individual needs as well as provide additional data for model development.

Involve: the models will be used for purposes that include information to the public regarding flooding, causes of flooding and mitigations.

Collaborate: Partner with NAU, County, Forest Service, USGS, NWS, Soil Conservation Service and others.

Expanded Options and Alternatives:

Approve the Grant.

Decline the Grant.

With no City match required, and minor city resource necessary, there are no reasons to decline the Grant.

Attachments: FEMA CTP Grant Agreement #EMW-2014-CA-00087



U.S. Department of Homeland Security
Washington, D.C. 20472

Stacey Brechler-Knaggs
City of Flagstaff
Flagstaff City Hall
211 West Aspen
Flagstaff, AZ 86001

Re: Grant No. EMW-2014-CA-00087

Dear Stacey Brechler-Knaggs:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Cooperating Technical Partners has been approved in the amount of \$200,000.00 . As a condition of this award, you are required to contribute a cost match in the amount of \$98,198.00 of non-Federal funds, or 33 percent of the total approved project costs of \$298,198.00 .

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Cooperating Technical Partners Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.



BRIAN KAMOIE, GPD Assistant Administrator



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Cooperating Technical Partners

GRANTEE: City of Flagstaff
PROGRAM: Cooperating Technical Partners
AGREEMENT NUMBER: EMW-2014-CA-00087-S01

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Article I - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article II - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article III - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating 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. §§ 12101–12213).

Article VI - Assurances, Administrative Requirements and Cost Principles

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article VIII - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article IX - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article X - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XI - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XII - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article XIII - Duplication of Benefits

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article XIV - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XV - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XVI - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article XVIII - Incorporation by Reference of Funding Opportunity Announcement

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

Article XIX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XX - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Article XXI - Non-supplanting Requirement

Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XXII - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXIII - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXIV - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article XXV - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XXVI - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article XXVII - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article XXVIII - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXIX - Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action in accordance with the submission instructions posted at [http:// www.fsrs.gov](http://www.fsrs.gov) specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received –

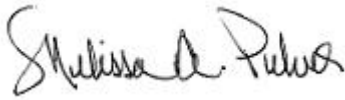
i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
- a. As part of your registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-
- a. in the subrecipient's preceding fiscal year, the subrecipient received-
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
- E. Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 CFR § 25.320:
- a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;

- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 2. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR § 170.315.
- 3. Subaward, as defined in 2 CFR § 170.325:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 4. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- 5. Total compensation, as defined in 2 CFR § 170.330 means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Personnel	0
Unallocated Charges	0
Fringe Benefits	0
Travel	0
Equipment	0
Supplies	0
Contractual	185426
Construction	0
Indirect Charges	14574
Other	98198
Total	298198

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2014-CA-00087-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. B66000244		4. TYPE OF ACTION AWARD		5. CONTROL NO. F447493N	
6. RECIPIENT NAME AND ADDRESS City of Flagstaff Flagstaff City Hall 211 West Aspen Flagstaff, AZ, 86001		7. ISSUING FEMA OFFICE AND ADDRESS Department of Homeland Security FEMA Region IX 1111 Broadway, Suite 1200 Oakland, CA 94607-4052 POC: 510-627-7121			8. PAYMENT OFFICE AND ADDRESS Department of Homeland Security FEMA Region IX 1111 Broadway, Suite 1200 Oakland, CA 94607-4052				
9. NAME OF RECIPIENT PROJECT OFFICER Stacey Brechler-Knaggs		PHONE NO. (928) 213-2227		10. NAME OF FEMA PROJECT COORDINATOR Bob Bezek Phone: 510-627-7274 Email: Robert.Bezek@fema.dhs.gov					
11. EFFECTIVE DATE OF THIS ACTION 09/26/2014		12. METHOD OF PAYMENT PARS		13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 09/26/2014 To: 09/25/2016 Budget Period From: 2014-09-26 00:00:00.0 To: 2016-09-25 00:00:00.0			
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)									
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT			
Cooperating Technical Partners	97.045	2014-44-H112-R092- -4101-D:F447493N \$ 200,000.00	\$0.00	\$200,000.00	\$200,000.00	\$98,198.00			
TOTALS			\$0.00	\$200,000.00	\$200,000.00	\$98,198.00			
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A									
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Cooperating Technical Partners recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.									
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.									
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) N/A						DATE N/A			
18. FEMA SIGNATORY OFFICIAL (Name and Title)  MELISSA PULVER ,						DATE 09/18/2014			

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Tiffany Antol, Planning Development Manager
Date: 10/14/2014
Meeting Date: 10/21/2014



TITLE:

Public Hearing, Consideration and Adoption of Ordinance No. 2014-30: An ordinance of the City Council of the City of Flagstaff, Arizona, extending and increasing the corporate limits of the City of Flagstaff, Coconino County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing certain land totaling approximately 3.14 acres located at 2701 S. Woody Mountain Road, which land is contiguous to the existing corporate limits of the City of Flagstaff and establishing city zoning for said land as RR, Rural Residential. ***(Annexation of property for Aspen Heights located on Woody Mountain Road)***

RECOMMENDED ACTION:

At the October 21, 2014 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2014-30 by title only for the first time
- 3) City Clerk reads Ordinance No. 2014-30 by title only for the first time (if approved above)

At the November 3, 2014 Council Meeting:

- 4) Read Ordinance No. 2014-30 by title for the final time
- 5) City Clerk reads Ordinance No. 2014-30 by title only for the final time (if approved above)
- 6) Adopt Ordinance No. 2014-30

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this Annexation request at its regular meeting on September 24, 2014. The Planning and Zoning Commission voted (6-0) to forward the request to the City Council with a recommendation of approval. Annexations are required to be adopted by ordinance.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

Retain, expand, and diversify economic base
 Effective governance

REGIONAL PLAN:

The current application was filed prior to the ratification of the Flagstaff Regional Plan 2030 (FRP 2030) and is therefore being reviewed against the policies of the Flagstaff Area Regional Land Use and Transportation Plan (RLUTP).

LU1.6 - Require Urban Development to Locate within City Boundaries: In order to ensure that all urban development can be provided with adequate public facilities and services, all urban land uses shall be located within the Urban Growth boundary and within the City's corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City services, utilities, and fire protection. The City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the Regional Land Use and Transportation Plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with conditions, or deny the ordinance.

Background/History:

A request by Aspen Heights to annex approximately 3.14 acres at the intersection of East Route 66 and Woody Mountain Road. The area subject to the annexation is a portion of parcel 112-01-019. This parcel is currently vacant and was at one time heavily forested before the Woody Fire in 2006. The parcel is located within the Resource Protection Overlay (RPO) Zone and still maintains forest resources towards the southern portion of the property. The parcel is located within the Urban Service Boundary and this small portion of the overall parcel is within County jurisdiction.

The current application was filed prior to the adoption of the Flagstaff Regional Plan 2030 (FRP 2030) and is therefore being reviewed against the policies of the Flagstaff Area Regional Land Use and Transportation Plan (RLUTP). For comparison purposes only, policies from both plans are identified and discussed. The RLUTP designates this parcel as Mixed-Use. This land use category requires an average density of seven dwelling units per acre. The Mixed-Use category may have an emphasis on either residential or non-residential. The objective of this classification is to mix land uses by providing housing, shopping, and employment. However, this category does not preclude single-use developments. The FRP 2030 designates this parcel as Future Urban within an Urban Activity Center. The density range required for residential mixed-use is eight dwelling units per acre and a minimum floor area ratio of 1.0 or greater.

This annexation is the first of a two-step process. The second being a Concept Zoning Map Amendment request to zone the parcel to the MR, Medium Density Residential Zone (33.33 acres) for a student housing development and the HC, Highway Commercial Zone (3.60 acres) for future commercial development. The Zoning Map Amendment application is being processed concurrently with this application but will not become effective until after the annexation has been completed. A full Zoning Map Amendment policy analysis can be found in that staff report.

Key Considerations:

Annexations are adopted by the City Council via ordinance. Ordinance No. 2014-30 annexes 3.14 acres located at 2701 S. Woody Mountain Road into the City of Flagstaff. Prior to the second read of Ordinance No. 2014-30 the City Council will approve an Annexation and Development Agreement for the Aspen Heights project. A copy of the draft development agreement is attached for review.

Community benefits and considerations related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated September 12, 2014. The existing City of Flagstaff boundary bisects the current parcel limiting the development of the site. The majority of the existing parcel is located within the City of Flagstaff boundaries and the annexation will result in a correction of the City limits to allow for appropriate development of the subject site. The proposed development will require a proportional- share contribution to a future traffic signal at the intersection of Route 66 and S. Woody Mountain Road per the results of the accepted traffic impact analysis. In addition, approximately 5500 linear feet of sewer line will need to be upgraded in conjunction with the proposed development. The Applicant has indicated their desire to participate in the recapture program. The proposed development plans to off-set recreation impacts associated with the project by providing substantial recreation improvements on site in compliance with the City of Flagstaff Zoning Code.

Inform/Consult

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any request for Zoning Map Amendment. In accordance with Arizona Revised Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 300 feet of the subject site. As of this writing, staff has received two email letters, copies of which are attached to this report, wanting to make sure that the planning for the site takes into account the use of Woody Mountain Road by a large number of W.L. Gore employees who commute to the facilities in the area and expressing concern about the increased lighting impacts from higher density development within Lighting Zone I.

Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Annexation as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2014-30.
- The City Council may approve the Annexation with conditions of approval.
- The City Council may deny the Annexation.

Attachments: P&Z Commission Staff Report
Annexation Application
Annexation Legal Description
Zoning Map with City limits
Annexation Public Hearing Notices
P&Z Commission Draft Minutes
Ord. 2014-30

PLANNING AND DEVELOPMENT SERVICES DIVISION
ANNEXATION REPORT

PUBLIC HEARING
PANX 14-0001

DATE: **September 12, 2014**
MEETING DATE: **September 24, 2014**
REPORT BY: **Tiffany Antol**

REQUEST:

An annexation request of approximately 3.14 acres located at 2701 S. Woody Mountain Road. The property is identified as a portion of Coconino County Assessor's Parcel Number 112-01-019 which is approximately 36.94 acres. This annexation request is the first part of a two-part request. The second part of the request is a Concept Zoning Map Amendment.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the annexation request to the City Council with a recommendation for approval.

PRESENT LAND USE:

The subject site consists of undeveloped land in the General (G) Zone under Coconino County jurisdiction.

PROPOSED LAND USE:

If this annexation is approved, the property will be designated with Rural Residential (RR) zoning. The accompanying zoning map amendment will change the zoning on the property from the Rural Residential (RR) Zone to the Medium Density Residential (MR) and Highway Commercial (HC) Zones for the development of a proposed student housing project and undetermined commercial uses.

NEIGHBORHOOD DEVELOPMENT:

North: Vacant land owned by the City of Flagstaff in the Rural Residential (RR) Zone; Professional River Outfitters in the General Commercial (CG-10,000) Zone under Coconino County jurisdiction.
East: Woody Mountain Campground & RV Park in the Rural Residential (RR) Zone and the Planned Community (PC) Zone under Coconino County jurisdiction; Presidio in the Pines in the High Density Residential (HR) Zone.
South: Vacant Land in the Rural Residential (RR) Zone.
West: Vacant Land in the Rural Residential (RR) Zone.

REQUIRED FINDINGS:

The Commission shall find that the requested annexation complies with Section 9-471 of the Arizona Revised Statutes; the applicable goals and policies set forth in the City's General Plan, "Flagstaff Area Regional Land Use and Transportation Plan"; and Division 10-20.90 of the *Flagstaff Zoning Code*.

STAFF REVIEW:

INTRODUCTION/BACKGROUND:

A request by Aspen Heights to annex approximately 3.14 acres at the intersection of East Route 66 and Woody Mountain Road. The area subject to the annexation is a portion of parcel 112-01-019. This parcel is currently vacant and was at one time heavily forested before the Woody Fire in 2006. The parcel is located within the Resource Protection Overlay (RPO) Zone and still maintains forest resources towards the southern portion of the property. The

parcel is located within the Urban Service Boundary and this small portion of the overall parcel is within County jurisdiction.

The current application was filed prior to the adoption of the *Flagstaff Regional Plan 2030 (FRP 2030)* and is therefore being reviewed against the policies of the *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)*. For comparison purposes, policies from both plans are identified and discussed. The *RLUTP* designates this parcel as Mixed-Use. This land use category requires an average density of seven dwelling units per acre. The Mixed-Use category may have an emphasis on either residential or non-residential. The objective of this classification is to mix land uses by providing housing, shopping, and employment. However, this category does not preclude single use developments. The *FRP 2030* designates this parcel as Future Urban within an Urban Activity Center. The density range required for residential mixed-use is eight dwelling units per acre and a minimum floor area ratio of 1.0 or greater.

This annexation is the first of a two-step process. The second being a Concept Zoning Map Amendment request to zone the parcel to the MR, Medium Density Residential Zone (33.33 acres) for a student housing development and the HC, Highway Commercial Zone (3.60 acres) for future commercial development. The Zoning Map Amendment application is being processed concurrently with this application but will not become effective until after the annexation has been completed. A full Zoning Map Amendment policy analysis can be found in that staff report.

ARIZONA STATE STATUTE COMPLIANCE:

State statutes only allow the City to adopt a zoning classification that permits densities and intensities no greater than those permitted by the County immediately before the annexation. The current county zoning is G, General that requires ten-acre minimum lot size. The closest city zoning district is the RR, Rural Residential District, which provides for one dwelling unit per acre based on the single-family option.

A Zoning Map Amendment application to zone the parcel to MR, Medium Density Residential, and HC Highway Commercial will be necessary to accommodate the proposed development. The Zoning Map Amendment application will be considered subsequent to review of the annexation application.

REGIONAL LAND USE AND TRANSPORTATION PLAN CONFORMANCE:

Policy/Analysis

All proposed annexations shall be evaluated as to whether the application is consistent with the policies of the General Plan. The proposed annexation should not be detrimental to the majority of the persons or property in the surrounding area or the community in general. The City's basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City.

The General Plan further provides, "The Regional Plan establishes an Urban Growth Boundary that identifies lands that are currently most appropriate for compact, urban development. The lands shall be planned for the full range of urban services and are appropriate for annexation under appropriate conditions. By directing growth to well-defined, contiguous areas, development is more efficiently served; open lands and natural resources can be better protected; public facilities and services can be delivered more effectively; neighborhoods can provide a greater range of options for housing types." The following policies are considered by staff to be the most pertinent to the annexation:

RLUTP Policy

LU1.6 - Require Urban Development to Locate within City Boundaries: In order to ensure that all urban development can be provided with adequate public facilities and services, all urban land uses shall be located within the Urban Growth boundary and within the City's corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City services, utilities, and fire protection. The

City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the Regional Land Use and Transportation Plan.

FRP 2030

LU.7.2 - Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.

Summary of Regional Plan & Annexation Compliance

This parcel is located within the Urban Growth Boundary. The proposed annexation is consistent with the goals and policies of the Regional Land Use and Transportation Plan and furthermore the application complies with all the requirements set forth in the Arizona Revised Statutes related to annexations.

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:

Traffic/Access/Pedestrian/Bicycle Impact:

The site is bounded on the north by Route 66, on the east by Woody Mountain Road, and on the south by Presidio Drive. Vehicular access to the site is provided from all three roadways. Proposed road and edge improvements include the dedication of additional right-of-way for Woody Mountain Road. Improvements within the right-of-way include: new curb, gutter, FUTS/sidewalk, and parkway along Route 66, Woody Mountain Road, and Presidio Drive. A southbound right turn lane into both entrances on Woody Mountain Road, and a northbound two-way left turn lane at the main entrance on Woody Mountain Road will be required for the proposed student housing project.

A Traffic Impact Analysis was prepared for the developer by CivTech, Inc. to demonstrate the anticipated traffic volumes generated from the proposed development. The City Traffic Engineer reviewed the concept plan and the TIA and subsequently accepted the results subject to the following conditions:

1. Vehicular and pedestrian cross access shall be provided between the residential land use and the commercial land use. The applicant can decide the location of the cross access, but the access does need to be provided with future site planning submittals. No TIA analysis needs to be done.
2. The Signal Warrant Analysis for the intersection of Route 66 and Woody Mountain is not approved, but ADOT's review conditions are attached and the re-submittal of the warrant analysis is not expected to change the proportional share analysis, nor recommend that a signal be installed upon project opening. Under those two qualifying statements, the following Condition of Approval #3 is valid. If either of these two qualifying conditions change, the following condition will need to be re-evaluated.
3. Future ROW needs and proportional share for the intersection of Route 66 and Woody Mountain are required. A planning level signal layout should be provided with construction plans to help determine the ROW dedication requirements. The developer's proportional share contribution for this future signal need is documented in the attached table. The planning level estimate for a future signal in the Flagstaff Region is \$400,000. The calculated proportional share based on the percent of project traffic in the intersection of Woody Mountain Road and Route 66 is 25.7%, or \$102,805. The timing of this proportional share contribution shall be outlined in the Development Agreement.

ADOT has also reviewed the TIA and provided comments similar to the City Traffic Engineer. These comments are attached to this report.

The project site is not currently serviced by transit. This area is identified in the Flagstaff Area Regional Land Use and Transportation Plan for future service. The applicant has discussed the possibility of extending service to the subject site in partnership with the local transit authority but no official agreement is in place to service the property at this time.

Pedestrian and bicycle access to the subject property is limited. There are currently no sidewalks along Route 66 or Woody Mountain Road in the vicinity of this project. Bike lanes are provided along Woody Mountain Road up to Woodlands Village Boulevard beyond which a striped shoulder exists continuing out to the subject property. It will be possible for both pedestrians and bicycles to gain access through the Presidio in the Pines into Boulder Pointe and beyond, but the roadways within Presidio in the Pines have not been fully constructed.

Water System Analysis:

A Water and Sewer System Analysis was prepared on behalf of the City. The main source of water for this site is a 12-inch diameter Zone A+ waterline located in Woody Mountain Road. This line extends from Route 66 to the Presidio in the Pines subdivision along the eastern boundary of the subject property within existing right-of-way. The existing Zone A+ waterlines are fed by the Railroad (RR) Springs tank and a booster pump located in Railroad Springs Subdivision.

Three connections will need to be made to the existing 12-inch main to provide water for the proposed development on the subject property. A looped water system will be required for the development of this site. The proposed water main extensions that will serve as the backbone infrastructure for the proposed development are made up of 8-inch waterlines. Water line stub outs for future connectivity to adjoining parcels on the west side of the subject property will need to be provided as well.

Sewer System Analysis:

The Water and Sewer System Analysis identified two connection points to the City sewer system. The nearest sewer lines are located along Woody Mountain road. There are two 8-inch diameter PVC sewer lines located along the southeastern border of the subject property. The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in these lines. Connection to the existing 10-inch diameter sewer line in West Highway 66 is proposed for development of the subject site. The existing 10-inch trunk line does not have sufficient capacity to convey all anticipated sewage flows generated by this site. The proposed development will be required to extend public sewer lines adequate to carry all anticipated contributory flows generated by the future residents of this project, as well as, any potential flows from upstream sources. Approximately 5,500 feet of existing sewer line will need to be upsized to handle the additional flow created by this project.

Stormwater:

The development of the subject project is proposing on-site mitigation in lieu of a Drainage Impact Analysis. The proposed stormwater management design will not increase the volume of pre-development flows off-site. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods.

Parks and Recreation:

The City of Flagstaff Parks and Recreation Organizational Master Plan and the Flagstaff Area Regional Land Use and Transportation plan identifies a future community scale park (20+ acres) on or near the subject property. The current Flagstaff Regional Plan 2030 does not identify a park at this location. While zoning regulations do require some type of open space areas, they do not require the dedication of land and facilities for the development of public parks.

The Zoning Code requires residential developments with 50 or more dwelling units to provide a minimum of five percent of the site in civic spaces that are either privately held and open to the public or publicly owned and set aside as a civic space. The proposed student housing development would require approximately a minimum of 1.5 acres as civic space. This space is shown as passive/active green space in the center of the project that provides a trail system with recreational facilities. This system would have to be made available to the public as well as the residents of the

project to meet this requirement. Additionally, the Zoning Code requires that a minimum of 15% of the site be maintained as open space which is roughly 4.5 acres of the proposed student housing project site. Resource preservation such as floodplains, slopes, and forests may be used to satisfy this standard and includes active and passive recreation uses, landscape areas, and community gardens.

In order to off-set the parks and recreation demands of the students living on-site, active and passive recreation amenities have been incorporated into both the civic and open space requirements. Those amenities include a clubhouse, pool/spa recreation area, sports courts and a walking trail with exercise stations, BBQ grills, picnic tables and a pavilion to be determined through site plan review. The developer will also be required to provide a portion of the Flagstaff Urban Trail System along Woody Mountain Road as part of the roadway edge improvements. This will be a significant improvement to the Woody Mountain Road corridor for alternative modes.

Schools:

The proposed development of the subject site is not anticipated to affect the local school district. The primary intended occupants are Northern Arizona University Students. The Arizona State Legislature does not currently enable units of local government to assess school impact mitigation through development processes.

Fire Protection:

According to Fire Department staff, the site is within the desired four-minute response time from Fire Station No. 1, located at 1972 S. Thompson Drive.

ZONING REQUIREMENTS FOR PROPOSED ZONING:

As was noted above, if annexed, the property will need to be brought into the City as a zone similar to the existing County zoning. In this case, the City's RR, Rural Residential Zone, best matches the county G, General Zone. Arizona statute requires that once annexed, the zoning is to remain in place for a period of 30 days. As a result, an ordinance modifying the zoning code must include an effective date 30 plus days after the annexation ordinance becomes effective. The Zoning Map Amendment application and the staff report have been provided in conjunction with this application and will explain the proposed MR, Medium Density Residential Zone and HC, Highway Commercial Zone.

OTHER REQUIREMENTS:

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, 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 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department and the Chair of the Board of Supervisors.

The applicant held a neighborhood meeting on Thursday, March 27, 2014 at 5:30 pm. The applicants received two phone calls from their meeting notice requesting information about the project. Seven people attended the meeting and had questions in regards to the case. None of the attendees expressed opposition to the Annexation or Zoning Map Amendment. Staff has not received any other comments in regards to this annexation.

RECOMMENDATION:

Staff recommends that the Commission forward the annexation request to the City Council with a recommendation of approval.

ATTACHMENTS:

- Application and narrative from applicant
- Annexation Legal Description and Map
- Public Hearing Legal Advertisements
- Traffic Impact Analysis Acceptance Memo (included in PREZ 14-004 packet)
- Citizen Participation Plan (included in PREZ 14-004 packet)
- Draft Development Agreement (included in PREZ 14-004 packet)
- Concept Plan Packet: (included in PREZ 14-004 packet)
 - Conceptual Site Plan
 - Concept Utility Plan
 - Natural Resource Protection Plan
 - Conceptual Landscape Plan
 - Annexation Map
 - Residential Building Elevations Examples



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

ANX

Date Received MAR 11 2014		Application for Annexation		File Number DEV 13-007
Property Owner(s) Aspen Heights	Title	Phone 512-970-1317	Email cvatterott@myaspenheights.com	
Mailing Address 1301 S. Capital of Texas Hwy Suite B-201		City, State, Zip Austin, TX 78746		
Applicant mogollon Engineering	Title	Phone 214-0214	Email mogollon99@aol.com	
Mailing Address 411 W. Santa Fe		City, State, Zip Flagstaff, AZ 86001		
Project Representative Kent Hotsenpiller	Title	Phone	Email	
Mailing Address		City, State, Zip		

Site Address 2701 S. Woody Mountain Rd	Parcel number(s) 112-01-019	Subdivision, Tract & Lot Number n/a	
Existing Zoning District RR	Existing Regional Plan Land Use Category mixed use		
Proposed Zoning District MR & HC	Proposed Regional Plan Land Use Category		
Present Use vacant	Proposed Use student housing		
Summarize Reason for Request (Attach additional sheets if necessary): see attached			
Note: Indicate how the annexation will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If a modification to the Regional Land Use and Transportation Plan or a Zoning Map Amendment is requested, clearly state the reasons for such changes (a separate application is required).			
Property Owner Signature 	Date 3/11/14	Applicant Signature Kent Hotsenpiller	Date 3/10/14
For City Use			
Date Filed:	Fee Receipt Number:	Amount:	Date:
Type of Request:	<input type="checkbox"/> Annexation <input type="checkbox"/> Continued		
Publication and Posting Date(s):		File Number:	
Action by Planning and Zoning Commission:		Action by City Council	
Hearing Date:		Hearing Date:	
<input type="checkbox"/> Approved <input type="checkbox"/> Continued		<input type="checkbox"/> Approved <input type="checkbox"/> Continued	
<input type="checkbox"/> Denied		<input type="checkbox"/> Denied	

Staff Assignments	Planning Jeffery	Engineering Deana	Fire Kent	Stormwater Kyla	Utilities/PW Jim
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Revised 9/28/11

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PSPR20140005

Application for Annexation

Information Required pursuant to the Application for Annexation, Information Required, Section 2:

2. An applicant must state the reason for request and why request should be granted.

2.1 Reason for the Request

This Application for Annexation has been filed by Aspen Heights in connection with its plans to develop a 37-acre parcel at the corner of Woody Mountain Road and Route 66 as a mixed-use development with MR, Medium Density Residential, and HC, Highway Commercial zoning. Of the total acreage, 3.14 acres is located outside the City's limits and comprises the majority of the 3.6-acre commercial portion of the property. The annexation will permit the development of the property under the policies regarding Mixed-Use Development articulated in the Regional Land Use and Transportation Plan for the West Side of Flagstaff in the area near Highway 66 and Woody Mountain Road.¹

2.2 Why the Request Should be Granted

The request should be granted because it will help further the following RLUTP policies:

Policy LU1.5—Provide for New City Mixed-Use Neighborhoods. The Regional Plan designates new development areas within the Urban Growth Boundary for development as mixed-use neighborhoods. The criteria for these areas includes average densities, a mix of mutually supportive and integrated residential and non-residential land uses, and a network of interconnected streets, and pedestrian and bicycle connections. Designated areas include Canyon del Rio and the West Side Area, and may include other future areas identified as Planning Reserve Areas. Additionally, existing older neighborhoods, such as Southside, Sunnyside, and parts of downtown, may be suitable for limited and sensitively designed mixed-use development.

Policy LU1.6—Require Urban Development to Locate within City Boundaries

In order to ensure that all urban development can be provided with adequate public facilities and services, it is the policy of this Regional Plan that all urban land uses shall be located within the Urban Growth Boundary, within the city's corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City services, utilities, and fire protection. The City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the Regional Land Use and Transportation Plan.

There are no natural or other demarcations between the portion of the parcel (APN 112-01-019) that lies within the City and that which is part of unincorporated lands in the County. The annexation of the 3.14 acres sought by the applicant for inclusion within the City's boundaries will

¹ RLUTP, Underlying Principles, 1-18

permit development on the entire parcel to proceed through the processes of a single jurisdiction, providing for greater efficiency and coherence in planning. Inclusion of the majority of the 3.6 acres designated for commercial development will allow the parcel as a whole to meet the Mixed-Use Development goals of the RLUTP for development in this area.

If the annexation is successful, the applicant will proceed with its application for a Zoning Map amendment and approval of its proposed project, which will provide 224 cottage units of student housing with 714 rooms for rent in the Medium Density Residential portion of the parcel and 3.6 acres of retail trade or general services uses on the Highway Commercial portion of the parcel. The proposed development will provide a community benefit by promoting the efficient use of land in an area presently zoned for 1-acre single-family lots, which might provide 36 to 37 dwellings, through approval of a proposed Zoning Map amendment to permit a higher density of uses as authorized by the RLUTP for this area.

The project will improve Woody Mountain Road and provide a new public roadway along the south boundary for connectivity to the west. Additional requirements of the City and the Arizona Department of Transportation with regard to traffic impacts will also be met. Extensive construction will be undertaken to extend water and sewer mains to a considerable distance to the east in two places.

EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; thence South $85^{\circ}15'51''$ East along said north boundary a distance of 183.66 feet to the Point of Beginning;

Thence continue South $85^{\circ}15'51''$ East along said north boundary a distance of 599.30 feet to the northeast corner of Instrument 3546194 which is a point on the centerline of Woody Mountain Road;

Thence South $00^{\circ}18'32''$ East along said centerline a distance of 195.77 feet;

Thence South $88^{\circ}04'25''$ West a distance of 589.73 feet;

Thence North $01^{\circ}55'35''$ West a distance of 265.22 feet to the True Point of Beginning;

Said Parcel contains 136,639 sq. ft. or 3.14 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



Expire: 2/10/15

Annex

City File Number _____

Descriptive Title _____

Mogollon Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

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ANNEXATION MAP

A PORTION OF

INSTRUMENT 3546194

COCONINO COUNTY RECORDS LOCATED IN
SECTION 19, T 21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA

U.S. HIGHWAY 66

N85°15'51"W 782.96'

South R.O.W. Hwy 66
599.30'

Found 1/2" Rebar
Bent

NE corner
Ins. 3546194

WOODY MOUNTAIN
ROAD

N00°18'32"W
195.77'

Future
Right-of-Way

County

City

Annexed Area
136,639 sq.ft.
3.14 acres

N88°04'25"E
589.73'

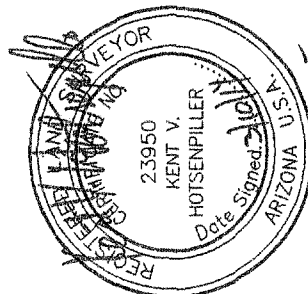
INSTRUMENT 3546194

CORPORATE
LIMITS

S01°55'35"E
265.22'

NW corner
Ins. 3546194

Found 1/2" Rebar w/
Plastic Cap Illegible
Melted



Expires on 3/31/15

Survey was performed in March of 2014.
City Limit boundary as determined by COF
GIS. Information shown hereon is true and
correct to the best of my knowledge.

SCALE: 1"=100'

EXHIBIT B
ANNEXATION
MAP

Mogollon
ENGINEERING
& SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1562, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-918-0015

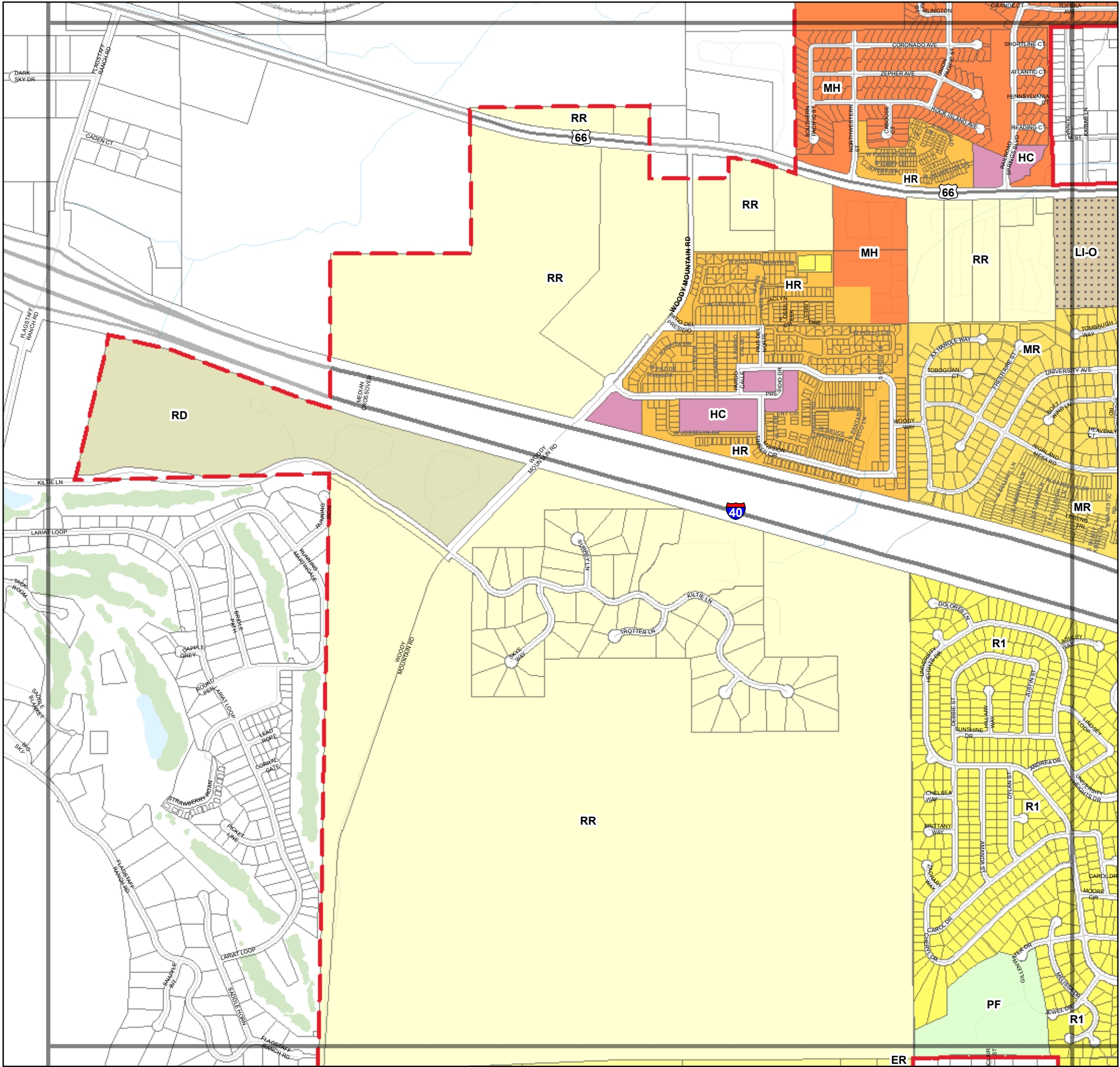
HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

DATE: 3/10/14



Residential Zones:

- Rural Residential (RR)
- Estate Residential (ER)
- Single-family Residential (R1)
- Single-family Residential Neighborhood (R1N)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Manufactured Housing (MH)

Commercial Zones:

- Central Business (CB)
- Highway Commercial (HC)
- Commercial Service (CS)
- Community Commercial (CC)
- Suburban Commercial (SC)

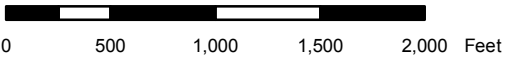
Industrial Zones:

- Research and Development (RD)
- Light Industrial (LI)
- Light Industrial Open (LI-O)
- Heavy Industrial (HI)
- Heavy Industrial Open (HI-O)

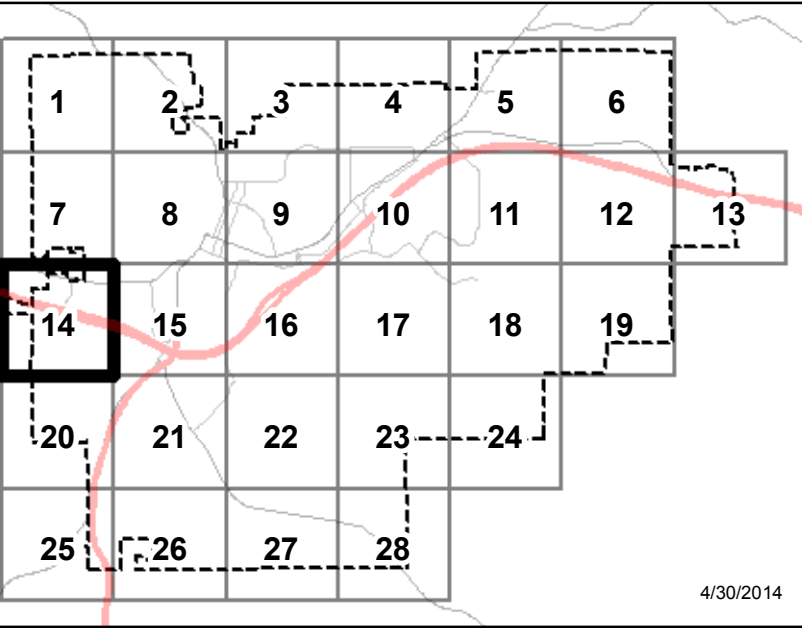
Resource and Open Space:

- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

- Airport Overlay Zone
- Downtown Overlay Zone
- Townsite Overlay Zone
- Landmark Overlay Zone
- Regulating Plan Boundary
- City Limits
- Parcels



This map is known as the "City of Flagstaff Official Zoning Map" or the "City of Flagstaff Official Regulating Plan," and is intended to implement the City of Flagstaff Zoning Code per Ordinance 2011-20 adopted on 11/01/2011 and all subsequent amendments. These maps are based on the most accurate graphic information available at the time they were produced. The City of Flagstaff furnishes these maps "as is" and assumes no responsibility for their accuracy. All zoning information should be verified by legal description whenever possible.



City of Flagstaff Zoning Map 14

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a public hearing on Wednesday, September 24, 2014 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, October 21, 2014, at 6:00 p.m. to consider the following:

A. Explanation of Matters to be Considered:

1. A proposed annexation of approximately 3.14 acres of land to the City of Flagstaff as described in Part B below. The annexation is requested in order to incorporate a portion of an existing parcel of land into the City limit.

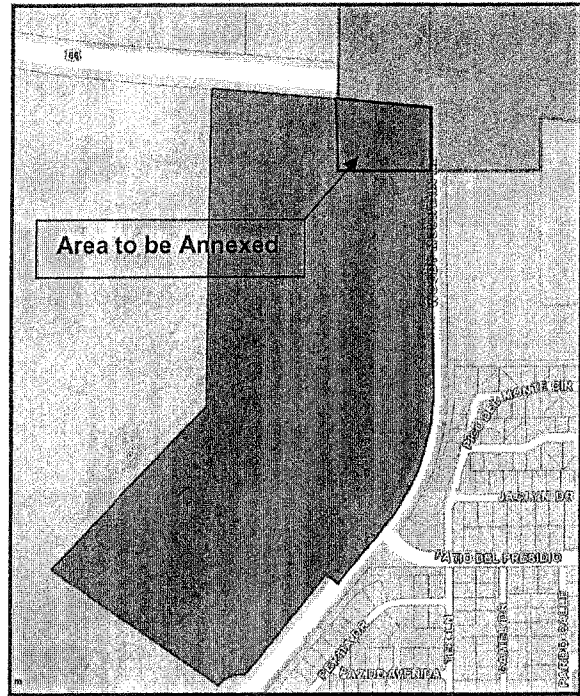
B. General Description of the Affected Area:

Approximately 3.14 acres located at the northeast corner of Route 66 and Woody Mountain Road, a portion of Coconino County Assessor's Parcel Number 112-01-019, located in the NE 1/4 SE 1/4 Section 19, T21M, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

Interested parties may file comments in writing regarding the proposed annexation and rezoning or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed annexation and rezoning are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission meetings are held in the Council Conference Room of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona. All City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED ANNEXATION MAP



ADDRESS: 2701 Woody Mountain Road
APN: 112-01-019
ACRES: Approximately 3.14 Acres
City of Flagstaff, Coconino County



For further information, please contact:

Tiffany Antol
Planning Development Manager
Planning & Development Services Div.
211 West Aspen Avenue
Flagstaff, Arizona 86001

928-213-2608
Email: tantol@flagstaffaz.gov



Mail: September 5, 2014

NOTICE OF PUBLIC HEARINGS

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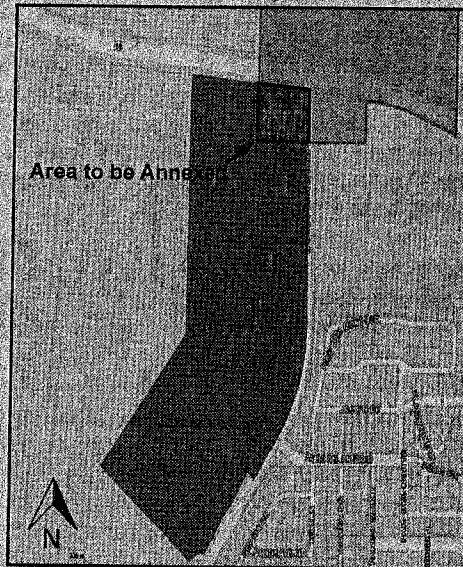
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PROPOSED ANNEXATION MAP



ADDRESS: 2701 Woody Mountain Road

APN: 112-01-019

ACRES: Approximately 3.14 Acres

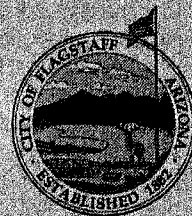
FOR FURTHER INFORMATION, PLEASE CONTACT:

Tiffany Antol
Planning Development Manager
Planning & Development Services Div.
211 West Aspen Avenue
Flagstaff, Arizona 86001

928-213-2608

Email: tantol@flagstaffaz.gov

Publish: September 7, 2014





Minutes- Draft

City of Flagstaff

PLANNING & ZONING COMMISSION

4:00 PM– Wednesday, September 24, 2014

City Hall, Council Chambers, 211 W. Aspen Avenue



In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Tammy Bishop at (928) 213-2611 (or 774-5281 TDD). Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Planning and Zoning Commission and to the general public that, at this meeting, the Planning and Zoning Commission 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).

CALL TO ORDER [Chairman Dorsett called the meeting to order at 4:00 p.m.](#)

COMMISSION MEMBERS: Stephen Dorsett, Chairman Paul W. Turner
Present: Justin Ramsey, Vice Chairman Steve Jackson
Paul Moore
Tina Pfeiffer
Absent: David Carpenter

CITY STAFF: Brian Kulina, Planning Development Manager
Tiffany Antol, Planning Development Manager
Mark Sawyers, Staff Liaison
Becky Cardiff, Recording Secretary

I. GENERAL BUSINESS

A. PUBLIC COMMENT

(At this time, any member of the public may address the Commission on any subject within their jurisdiction that is not scheduled before the Commission on that day. Due to Open Meeting Laws, the Commission cannot discuss or act on items presented during this portion of the agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.)

[None](#)

B. APPROVAL OF MINUTES

1) Regular meeting of August 27, 2014.

[Motion to approve the minutes of the regular meeting of August 27, 2014, Moved by Commissioner Turner; seconded by Commissioner Ramsey. Motion carried unanimously.](#)

II. OTHER BUSINESS

PINNACLE PINES

Address:	800 E Sterling Lane
Assessor's Parcel Number:	105-20-117
Property Owner:	Pinnacle 146 LLC
Applicant:	Mogollon Engineering
Application Number:	PPPL 2014-0005
City Staff:	Brian Kulina
Action Sought:	Preliminary Plat Request

A Preliminary Plat request from Mogollon Engineering & Surveying, Inc., on behalf of Pinnacle 146 LLC, for a development of approximately 18.59 acres into 106 single-family subdivision lots located at 800 E. Sterling Lane, within the Medium Density Residential (MR) zone.

Mr. Kulina gave a PowerPoint presentation on the proposed project and answered questions from Commissioners.

Kristen Smith, Flagstaff Fire Dept, was present and answered questions from Commissioners.

Reid Miller, Traffic Engineering, was present and answered questions from Commissioners.

Kent Hotsenpillar, Engineer representing the applicant, answered questions from Commissioners.

Sue Ellen, resident, discussed the potential access to the proposed project and the potential effect it could have on the value of her property.

Doug Hare, owner representative, answered questions from Commissioners

Motion to forward to City Council for approval Preliminary Plat PPPL 2014-0005 with additional mitigation of the impact of Silver Lane to adjoining properties Moved by Chairman Dorsett; seconded by Commissioner Ramsey. Discussion was held. Motion carried 5 to 1 with Commissioner Jackson dissenting.

III. PUBLIC HEARING

A. ASPEN HEIGHTS

Address:	2701 S Woody Mountain Road
Assessor's Parcel Number:	112-01-019
Property Owner:	Landmarc Capital & Investment Co.
Applicant:	Aspen Heights
Application Number:	PANX 14-0001
City Staff:	Tiffany Antol
Action Sought:	Annexation Request

An annexation request of approximately 3.14 acres located at 2701 S. Woody Mountain Road. The property is identified as a portion of Coconino County Assessor's Parcel Number 112-01-019. This annexation request is the first part of a two-part request. The second part of the request is a Zoning Map Amendment.

B. ASPEN HEIGHTS

Address: 2701 S Woody Mountain Road
Assessor's Parcel Number: 112-01-019
Property Owner: Landmarc Capital & Investment Co.
Applicant: Aspen Heights
Application Number: PREZ 14-0004
City Staff: Tiffany Antol
Action Sought: Zoning Map Amendment

A Zoning Map Amendment request to rezone approximately 33.33 acres from Rural Residential (RR) to Medium Density Residential (MR) and approximately 3.60 acres from Rural Residential (RR) to Highway Commercial (HC).

Ms. Antol gave a PowerPoint presentation on the proposed project Aspen Heights including information on both the Annexation and Zoning Map Amendment and answered questions from Commissioners.

Reid Miller, Traffic Engineer, answered questions from Commissioners

Rick Barrett, City Engineer, answered questions from Commissioners

Ms. Antol answered questions from Commissioners

Kent Hotsenpillar, Engineer representing the applicant, answered questions from Commissioners

Charlie Vatterott, Executive VP of Development, gave a PowerPoint on the proposed project.

William Ramsey, Regional Operations Manager representing the applicant, gave a PowerPoint presentation on the operation of the proposed project.

Dana Kjellgren, legal counsel representing the applicant, answered questions from Commissioners

Erika Mazza, NAIPTA, answered questions about possible transit from the proposed project.

Motion to open the public hearing Moved by Commissioner Turner; seconded by Commissioner Moore. Motion carried.

Public Comment was given as follows:

Elizabeth Betroff, resident, requested information on affordable housing

Ms. Antol and Ms. Kjellgren addressed the question about affordable housing

Chris Luginbuhl, astronomer, expressed concerns about lighting that the proposed project could produce.

Lance Diskan, representing the Dark Skies Coalition/resident, also expressed concerns about the lighting that the proposed project would produce.

Ms. Kjellgren addressed concerns that were brought up during public comment

A written comment was submitted as follows:

"Moran Henn, representing Friends of Flagstaff's Future, F3 is not in opposition or in support of this project. We do think however that approving it would be pushing the cart before the horse. The city and county are in the process of developing guidelines for dormitory style off campus student housing. The community is going to weigh in on this issue on October 27 at a meeting led by Mayor Nabours and Supervisor Archuleta. We only ask you give the community time. Given such strong

community engagement in the previous off campus housing issue we feel it would be best to not approve any such developments till after October 27. Thank you"

Motion to close the public hearing Moved by Commissioner Turner; seconded by Commissioner Jackson. Motion carried.

Motion to forward an approval to City Council of Annexation PANX 14-0001 Moved by Commissioner Turner; seconded by Commissioner Jackson. Motion carried unanimously.

Motion to forward for approval to City Council of PREZ 14-0004 with Staff conditions and the condition that Council seriously consider reducing the lumen counts currently allowed in the zone. Moved by Commissioner Moore. Motion failed with no second.

Motion to forward for approval to City Council of PREZ 14-0004 with proposed Staff Conditions Moved by Commissioner Turner; seconded by Commissioner Pfeiffer. Discussion was held.

Motion to amend the motion to include the condition that the applicant will work with the dark skies community to minimize the impact on the Observatory and to come up with conditions for the Development Agreement to achieve those results Moved by Chairman Dorsett; Seconded by Commissioner Pfeiffer. Motion carried and additional condition is added to the original motion.

Motion to forward to City Council for approval of PREZ 14-0004 with proposed Staff Conditions and the condition that the applicant will work with the dark skies community to minimize the impact on the Observatory and to come up with conditions for the Development Agreement to achieve those results. Moved by Chairman Dorsett; Seconded by Commissioner Pfeiffer. Motion carried unanimously.

IV. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

None.

ADJOURNMENT at 7:15

ORDINANCE NO. 2014-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY 3.14 ACRES LOCATED AT 2701 S. WOODY MOUNTAIN ROAD, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS RR, RURAL RESIDENTIAL

RECITALS:

WHEREAS, petitioners have a purchase agreement to buy a certain 36.94 acre parcel of land located at 2701 S. Woody Mountain Road, 3.14 acres of which are located within Coconino County, Arizona, as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibits A and B attached to and made a part hereof; and

WHEREAS, a petition in writing ("Petition") accompanied by a map or plot of said Property, having been filed and presented to the Mayor and Council of the City of Flagstaff, Arizona, signed by the owners of one-half or more in value of the real property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Flagstaff in the event of annexation of the territory and land hereinafter described as shown by the last assessment of said Property, which said territory is contiguous to the City of Flagstaff and not now embraced within its corporate limits, asking that the Property be annexed to the City of Flagstaff, and that the corporate limits of the City of Flagstaff be extended and increased so as to embrace the same; and

WHEREAS, the Mayor and Council of the City of Flagstaff, Arizona, are desirous of complying with said Petition and extending and increasing the corporate limits of the City of Flagstaff to include said territory, as described in Exhibits A and B; and

WHEREAS, said Petition set forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Flagstaff, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after said Petition had been signed by an owner of real and personal property in such territory; and

WHEREAS, the provisions of Section 9-471, Arizona Revised Statutes, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Flagstaff, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Coconino County Recorder; and

WHEREAS, the development of the Property will be controlled by the conditions of approval of the annexation application, other relevant provisions of the Zoning Code, and various other City codes regulating the development of the Property; and

WHEREAS, the Council finds that the proposed annexation for the Property has been considered by the Planning and Zoning Commission and that the City staff and the Commission have each recommended that the Council proceed with the annexation at this time; and

WHEREAS, the Council has reviewed the Staff Summary Report, which discusses the proposed annexation, and now finds that the annexation of the Property would be consistent with the objectives and policies of the Flagstaff Area Regional Land Use and Transportation Plan enacted in November, 2001 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; that the proposed annexation would not require any current expenditures in the City's capital improvement program because the Petitioner will enter into a development and annexation agreement concurrent with their requested rezoning of the Property which determines the allocation of infrastructure costs; and the Council specifically further finds that:

The annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

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

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Flagstaff, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Flagstaff corporate limits:

See attached Exhibits A and B which are incorporated herein by this reference.

SECTION 2. That the territory described in Exhibits A and B is annexed to the City of Flagstaff subject to the following conditions:

1. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Flagstaff, certified by the Mayor of said City of Flagstaff, be forthwith filed and recorded in the office of the County Recorder of Coconino County, Arizona.

SECTION 3. That, pursuant to the provisions of Section 9-471(L), Arizona Revised Statutes, upon this Ordinance becoming final under the provisions of Section 9-471(D), Arizona Revised Statutes, the municipal zoning designation for the Property under the Zoning Code shall be RR (Rural Residential).

SECTION 4. The Community Development Department of the City of Flagstaff is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

SECTION 5. That the Flagstaff City Clerk shall provide a copy of the adopted annexation ordinance to the Clerk of the Coconino County Board of Supervisors within sixty days of the annexation becoming final.

SECTION 6. This Ordinance shall become effective thirty days after adoption by the Flagstaff City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of Flagstaff, Arizona, this 3rd day of November, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; thence South $85^{\circ}15'51''$ East along said north boundary a distance of 183.66 feet to the Point of Beginning;

Thence continue South $85^{\circ}15'51''$ East along said north boundary a distance of 599.30 feet to the northeast corner of Instrument 3546194 which is a point on the centerline of Woody Mountain Road;

Thence South $00^{\circ}18'32''$ East along said centerline a distance of 195.77 feet;

Thence South $88^{\circ}04'25''$ West a distance of 589.73 feet;

Thence North $01^{\circ}55'35''$ West a distance of 265.22 feet to the True Point of Beginning;

Said Parcel contains 136,639 sq. ft. or 3.14 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



Expire: 2/10/15

Annex

City File Number _____

Descriptive Title _____

Mogollon Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

71

ANNEXATION MAP

A PORTION OF

INSTRUMENT 3546194

COCONINO COUNTY RECORDS LOCATED IN
SECTION 19, T 21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA

U.S. HIGHWAY 66

N85°15'51"W 782.96'

South R.O.W. Hwy 66
599.30'

Found 1/2" Rebar
Bent

NE
corner
Ins. 3546194

WOODY MOUNTAIN
ROAD

N00°18'32"W
195.77'

Future
Right-of-Way

County

City

Annexed Area
136,639 sq.ft.
3.14 acres

N88°04'25"E
589.73'

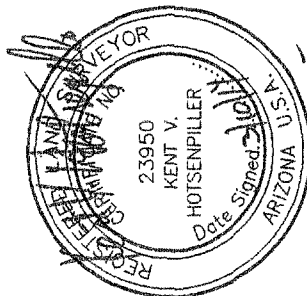
INSTRUMENT 3546194

CORPORATE
LIMITS

S01°55'35"E
265.22'

NW
corner
Ins. 3546194

Found 1/2" Rebar w/
Plastic Cap Illegible
Melted



Expires on 3/31/15

Survey was performed in March of 2014.
City Limit boundary as determined by COF
GIS. Information shown hereon is true and
correct to the best of my knowledge.

SCALE: 1"=100'

EXHIBIT B
ANNEXATION
MAP

Mogollon
ENGINEERING
& SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1562, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-918-0015

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

DATE: 3/10/14

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Tiffany Antol, Planning Development Manager
Date: 10/14/2014
Meeting Date: 10/21/2014



TITLE:

Public Hearing, Consideration and Adoption of Ordinance No. 2014-31: An Ordinance amending the Flagstaff Zoning Map designation of approximately 36.94 acres of real property generally located at the intersection of Route 66 and Woody Mountain Road, from Rural Residential ("RR") to Highway Commercial ("HC") for 3.6 acres, and to Medium Density Residential ("MR") for 33.33 acres. ***(Rezoning of property for Aspen Heights located on Woody Mountain Road)***

RECOMMENDED ACTION:

At the October 21, 2014 Council Meeting:

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2014-31 by title only for the first time
- 3) City Clerk reads Ordinance No. 2014-31 by title for the first time (if approved above)

At the November 3, 2014 Council Meeting:

- 4) Read Ordinance No. 2014-31 by title only for the final time
- 5) City Clerk reads Ordinance No. 2014-31 by title for the final time (if approved above)
- 6) Adopt Ordinance No. 2014-31

Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this zoning map amendment at its regular meeting on September 24, 2014. The Planning and Zoning Commission voted (6-0) to forward the required to the City Council with a recommendation of approval subject to ten (10) conditions of approval. Zoning map amendments are required to be adopted by ordinance.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

Retain, expand, and diversify economic base
Effective governance

REGIONAL PLAN:

Goal LU1 (Land Use and Growth Management)

"Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. Flagstaff will continue to offer the primary types of housing design developments that have defined its land use patterns: the conventional and traditional neighborhood scale which provide a choice of housing

types and supporting non-residential uses within walking distances.” (RLUTP, pg. 2-5)

Policy LU1.5 – Provide for new Mixed-Use Neighborhoods.

“The Regional Plan designates new development areas within the Urban Growth Boundary for development as mixed-use neighborhoods. The criteria for these areas includes average densities, a mix of mutually supportive and integrated residential and non-residential land uses, and a network of interconnected streets, and pedestrian and bicycle connections.” (RLUTP, pg. 2-9)

Policy LU1.6 – Require Urban Development to Locate within City Boundaries.

“In order to ensure that all urban development can be provided with adequate public facilities and services, it is the policy of this Regional Plan that all urban land uses shall be located within the Urban Growth Boundary, within the city’s corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City services, utilities, and fire protection. The City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the RLUTP. (RLUTP, pg. 2-10)

Policy LU1.10 – Place Emphasis on all Transportation Modes.

“All commercial and residential areas shall include full accommodation for pedestrians, bicycle travel and transit access.” (RLUTP, pg. 2-13)

Policy LU1.11 – Place Emphasis on and Encourage Traditional Neighborhood Development and Redevelopment Design.

“The Regional Plan promotes the creation and establishment of neighborhood units with mixed land uses, a variety of dwelling types, activity centers that are walkable, alternate modes of transportation routes, and design that is sensitive to existing surrounding development.” (RLUTP, pg. 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.” (RLUTP, pg. 2-21)

Policy C1.3 – Include a Mix of Uses in new Commercial Development and Redevelopment.

“New development shall include a mix of uses in the city and county, avoiding large, single-use buildings and dominating parking areas.” (RLUTP, pg. 2-22)

Policy C1.5 – Design and Establish Neighborhood Commercial Centers.

“Neighborhood commercial centers in the city are designed as pedestrian-oriented gathering places with a mix of retail, office, and service uses, providing the goods and services necessary to meet the needs of the neighborhood while reflecting the identity and character of the surrounding residential neighborhoods.” (RLUTP, pg. 2-23)

Goal HN1 (Housing and Neighborhoods)

“The supply of affordable home ownership, rental, and special needs housing units affordable to low- and moderate-income households will be increased.” (RLUTP, pg. 2-30)

Goal HN2 (Housing and Neighborhoods)

“New neighborhoods will be built and support will be given to existing neighborhoods that integrate a variety of housing types and densities with amenities, services, and retail to ensure opportunities for a variety of household income levels.” (RLUTP, pg. 2-32)

Policy HN2.1 – Promote Development of Mixed-Use Neighborhoods.

“In appropriate areas, both new and existing neighborhoods should have a mix of land uses and different housing types. The arrangement of land uses within neighborhoods shall allow residents to walk and bicycle to parks, schools, work, shopping, places of worship, transit stops, and other nearby neighborhoods. Neighborhoods should include a pedestrian-oriented neighborhood center – school, park, plaza, commercial area or other neighborhood facility – that gives each neighborhood a unique

identity and a place for recreation or public gatherings.”(RLUTP, pg 2-32)

Policy HN2.2 – Establish Interconnected Neighborhood Street and Sidewalk Patterns.

“Neighborhood streets and sidewalks and/or walkways in both new and existing areas should form an interconnected network, including automobile, bicycle, and pedestrian routes within a neighborhood and between neighborhoods, in order to connect neighborhoods together and with other parts of the region. Neighborhoods should have frequently connected networks of walkways and bike paths, including connections to the Flagstaff Urban Trail System (FUTS), where practicable and feasible. In particular, direct walkway and bikeway route to schools, parks, and other community facilities should be provided. Equestrian facilities should be accommodated where appropriate.” (RLUTP, pg. 2-33)

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.” (RLUTP, pg. 3-10)

Policy OSPR1.3 – Provide Non-Motorized Transportation Corridors to Connect Communities, Neighborhoods, Open Spaces and Recreational Areas.

“Provide non-motorized transportation corridors between neighborhoods, communities, and between the city and outlying areas and regional and national facilities and sites. Non-motorized access shall be provided from new and redevelopment neighborhoods and should be required from existing neighborhoods to regional open space via easements, trails, an on-street facilities with open space connections between FUTS and USFS trails. Existing neighborhoods are encouraged to improve non-motorized access and connections to regional open space and incorporate open space connections between FUTS and USFS trails.” (RLUTP, pg. 4-3)

Policy NCR1.9 – Protect Dark Skies

“Protection of dark skies and conservation of energy shall be undertaken by minimizing the detrimental effects to the region’s quality of life and astronomical observing conditions.” (RLUTP, pg. 6-5)

Policy CFS1.1 – Determine and Require Adequate Public Facilities and Services.

“The provision of adequate public facilities and services and the phasing of infrastructure improvements shall be important consideration in the timing and location of development.” (RLUTP, pg. 8-2)

Policy CFS1.2 – Development shall pay its Fair Share Toward the Cost of Additional Public Service Needs Created by new Development, While Giving Consideration to the Rational Nexus Provisions to Show Direct Benefit.

“The short- and long-term fiscal effects of land use and new development require the use of various tools, methodologies and programs to determine the cost of development and to ensure development is paying its fair share and that it has a direct relationship to benefits received by the development and burdens imposed on the provider.” (RLUTP, pg. 8-4)

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with conditions, or deny the ordinance.

Background/History:

The Applicant, Aspen Heights, is requesting a concept zoning-map amendment to rezone approximately 33.33 acres from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone and approximately 3.60 acres from the Rural Residential (RR) zone to the Highway Commercial (HC) zone located at 2701 S. Woody Mountain Road. This amendment would allow the development of a multi-family style, student- housing development, operated as a rooming and boarding facility, consisting of 224 units (714 beds) located within single and duplex cottage structures on 33.33 acres and a commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 on 3.60 acres. The subject property is currently undeveloped land with groupings of ponderosa pine trees left after the 2006 Woody Fire burned the site. The property gently slopes away from Woody Mountain Road with no significant slope resources.

Land uses north of the subject property, across Route 66 include a mix of land under City and County jurisdiction. The McAllister Ranch property is located directly across Route 66 which is currently owned by the City of Flagstaff but primarily under Coconino County jurisdiction, along with the adjacent commercial property that contains the Professional River Outfitters operation. Land uses to the east of the subject property, across Woody Mountain Road, include the Woody Mountain Campground & RV Park both under the City and County jurisdictions on State Land and the Presidio in the Pines subdivision within the City. The land to the south and west of the subject property is undeveloped property referred to as the Westside 197 property that was recently auctioned. At this time, development plans for the Westside 197 are unknown.

Just as a footnote, the math in the Ordinance and caption to the Ordinance regarding the size of the property appears to be off by .01 acres. We've chosen to stay consistent with the property descriptions provided by the surveyor, resulting in that small discrepancy due to rounding.

Key Considerations:

An applicant requesting an amendment to the Zoning map may elect to pursue either a "Direct Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D (pg. 20.50-5). The Direct Ordinance with a Site Plan process provides an applicant with a shorter approval process with fewer steps. In this approach the applicant submits fully developed site plans with all supporting information required for Site Plan Review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This particular project initiated review of the Concept Plan prior to the adoption of the two-pronged Zoning map Amendment process. The zoning application, however, came in after the adoption of the changes to the Code discussed above and is a Concept Zoning Map Amendment. The applicant has chosen not to submit for Direct to Ordinance in conjunction with this application. However, this application contains more information than would normally be required for a Concept Zoning Map Amendment, thus this application is a hybrid of the old process and the new concept zoning plan application.

The applicant is requesting a Zoning Map Amendment for a multi-family style, student housing development, operated as a Rooming and Boarding Facility, consisting of 224 units (714 beds) located within single and duplex cottage structures known as "Aspen Heights." A commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 is also included in this request. Concept plans of the development, copies of which are attached to this report, show the residential units lining the exterior

boundaries of the property, with internal driveways lined with parking, and recreation facilities centrally located within the development.

Community Benefits and Considerations:

Community benefits and consideration related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated September 12, 2014. The existing City of Flagstaff boundary bisects the current parcel limiting the development of the site. The majority of the existing parcel is located within the City of Flagstaff boundaries and the annexation will result in an expansion of the City limits to allow for appropriate development of the subject site. The proposed development will require a proportional-share contribution to a future traffic signal at the intersection of Route 66 and S. Woody Mountain road per the results of the accepted traffic impact analysis. In addition, approximately 5500 linear feet of sere line will need to be upgraded in conjunction with the proposed development. The Applicant has indicated their desire to participate in the recapture program. The proposed development plans to off-set recreation impacts associated with the project by providing substantial recreation improvement on site in compliance with the City of Flagstaff Zoning Code.

Community Involvement:

Inform/Consult

The Applicant held a neighborhood meeting on Thursday, March 27, 2014 at 5:30 pm. The Applicant received two phone calls from their meeting notice requesting information about the project. Seven people attended the meeting and had questions in regards to the case. None of the attendees expressed opposition to the Annexation or the Zoning Map Amendment. Staff has not received any other comments in regards to either the annexation or the Zoning Map Amendment.

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any request for Zoning Map Amendment. In accordance with Arizona Revised Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 300 feet of the subject site. As of this writing, staff has received two email letters, copies of which are attached to this report, wanting to make sure that the planning for the site takes into account the use of Woody Mountain Road by a large number of W.L. Gore employees who commute to the facilities in the area and expressing concern about the increased lighting impacts from higher density development within Lighting Zone I.

The Planning and Zoning Commission conducted a public hearing on September 24, 2014 at 4 p.m. Three individuals spoke in regards to this case. Two addressed concerns in regards to dark sky related issues and the impacts of outdoor lighting. One individual asked for additional information in regards to the provision of affordable 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 No. 2014-31.
- The City Council may approved the Zoning Map Amendment with conditions of approval.
- The City Council may deny the Zoning Map Amendment.

Attachments:

P&Z Commission Staff Report

P&Z Commission Draft Minutes

Application & Narrative

Site Analysis

Zoning Map

RLUTP Land Use Map

FRP 2030 Goals & Policies

TIA acceptance memo

Public Hearing Advertisements

Citizen Participation Plan & Report

Citizen Comment Email Letters

Concept Plans

Ordinance 2014-31

PLANNING AND DEVELOPMENT SERVICES REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PREZ 2014-0004

DATE: **September 12, 2014**
MEETING DATE: **September 24, 2014**
REPORT BY: **Tiffany Antol**

REQUEST:

A Concept Zoning Map Amendment request from Aspen Heights, to rezone approximately 33.33 acres from Rural Residential (RR) to Medium Density Residential (MR) and approximately 3.60 acres from Rural Residential (RR) to Highway Commercial (HC) located at 2701 S. Woody Mountain Road.

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission forward the Zoning Map Amendment to the City Council with a recommendation for approval subject to the conditions as noted in the Recommendation section of this report.

PRESENT LAND USE:

The subject site consists of undeveloped land in the Rural Residential (RR) Zone.

PROPOSED LAND USE:

A multi-family style, student housing development, operated as a Rooming and Boarding Facility consisting of 224 units (714 beds) located within single and duplex cottage structures on 33.33 acres in the Medium Density Residential (MR) Zone. A commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 on 3.60 acres in the Highway Commercial (HC) Zone.

NEIGHBORHOOD DEVELOPMENT:

North: Vacant land owned by the City of Flagstaff in the Rural Residential (RR) Zone; Professional River Outfitters in the General Commercial (CG-10,000) Zone under Coconino County jurisdiction.
East: Woody Mountain Campground & RV Park in the Rural Residential (RR) Zone and the Planned Community (PC) Zone under Coconino County jurisdiction; Presidio in the Pines in the High Density Residential (HR) Zone.
South: Vacant Land in the Rural Residential (RR) Zone.
West: Vacant Land in the Rural Residential (RR) Zone.

REQUIRED FINDINGS:

Staff Review

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; the ground for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code (page 40.20-1); and, whether the Zoning Map Amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Findings for Reviewing Proposed Amendments

Proposed amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans; the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the “City”) and will add to the public good as described in the General Plan; and, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW:

Introduction/Background

The Applicant, Aspen Heights, is requesting a Concept Zoning Map Amendment to rezone approximately 33.33 acres from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone and approximately 3.60 acres from the Rural Residential (RR) zone to the Highway Commercial (HC) zone located at 2701 S. Woody Mountain Road. This amendment would allow the development of a multi-family style, student housing development, operated as a Rooming and Boarding Facility, consisting of 224 units (714 beds) located within single and duplex cottage structures on 33.33 acres and a commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 on 3.60 acres. The subject property is currently undeveloped land with groupings of ponderosa pine trees left after the 2006 Woody Fire burned the site. The property gently slopes away from Woody Mountain Road with no significant slope resources.

Land uses north of the subject property, across Route 66 include a mix of land under City and County jurisdiction. The McAllister Ranch property is located directly across Route 66 which is currently owned by the City of Flagstaff but primarily under Coconino County jurisdiction, along with the adjacent commercial property that contains the Professional River Outfitters operation. Land uses to the east of the subject property, across Woody Mountain Road, include the Woody Mountain Campground & RV Park both under the City and County jurisdictions on State Land and the Presidio in the Pines subdivision within the City. The land to the south and west of the subject property is undeveloped property referred to as the Westside 197 property that was recently auctioned. At this time, development plans for the Westside 197 are unknown.

An applicant requesting an amendment to the Zoning map may elect to pursue either a “Direct Ordinance with a Site Plan” or “Authorization to Rezone with a Concept Zoning Plan” per Section 10-20.50.040.D (pg. 20.50-5). The Direct Ordinance with a Site Plan process provides an applicant with a shorter approval process with fewer steps. In this approach the applicant submits fully developed site plans with all supporting information required for Site Plan Review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This particular project initiated review prior to the adoption of the two-pronged Zoning map Amendment process. This application is a Concept Zoning Map Amendment, and the applicant has chosen not to submit for Direct to Ordinance in conjunction with this application. However, this application contains more information than would normally be required for a Concept Zoning Map

Amendment, thus this application is a hybrid of the old process and the new concept zoning plan application.

If the Concept Zoning Map Amendment request is approved, the next steps in the process will be the filing of an application for Site Plan and Conditional Use Permit review followed by Civil Improvement Plan and Building permit submittals. A Development Agreement between the City and Aspen Heights has been drafted, a copy of which is attached to this report, to address required infrastructure improvements and project management. This agreement must be approved by the City Council via a resolution prior to the second reading of the Zoning Map Amendment ordinance.

The current application was filed prior to the adoption of the *Flagstaff Regional Plan 2030 (FRP 2030)* and is therefore being reviewed against the policies of the *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)*. For comparison purposes, policies from both plans are identified and discussed in this report; however, only the analysis of those goals and policies of the *RLUTP* were used to determine staff's recommendation.

Proposed Development Concept Plans

The applicant is requesting a Zoning Map Amendment for a multi-family style, student housing development, operated as a Rooming and Boarding Facility, consisting of 224 units (714 beds) located within single and duplex cottage structures known as "Aspen Heights." A commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 is also included in this request. Concept plans of the development, copies of which are attached to this report, show the residential units lining the exterior boundaries of the property, with internal driveways lined with parking, and recreation facilities centrally located within the development.

General Plan – Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)

The proposed Zoning Map Amendment application was submitted prior to the ratification of the *Flagstaff Regional Plan 2030 (FRP 2030)*. As such, the request must be reviewed for conformance to the goals and policies of the *RLUTP*. The *RLUTP* identifies the subject property as having a land use designation of Mixed-Use. This land use category requires an average density of seven dwelling units per acre. The Mixed-Use category may have an emphasis on either residential or non-residential. The objective of this classification is to mix the two uses to provide districts of housing, shopping, and employment. However, this category does not preclude single use developments. The zoning contemplated by this Zoning Map Amendment request is in conformance with the existing land use designation in the *RLUTP*.

Applicable General Plan Goals and Policies

Staff has identified the following Goals and Policies for more detailed analysis:

Goal LU1 (Land Use and Growth Management)

"Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. Flagstaff will continue to offer the primary types of housing design developments that have defined its land use patterns: the conventional and traditional neighborhood scale which provide a choice of housing types and supporting non-residential uses within walking distances." (RLUTP, pg. 2-5)

Policy LU1.5 – Provide for new Mixed-Use Neighborhoods.

"The Regional Plan designates new development areas within the Urban Growth Boundary for development as mixed-use neighborhoods. The criteria for these areas includes average densities, a mix of mutually supportive and integrated residential and non-residential land uses, and a network of interconnected streets, and pedestrian and bicycle

connections.” (RLUTP, pg. 2-9)

Policy LU1.6 – Require Urban Development to Locate within City Boundaries.

“In order to ensure that all urban development can be provided with adequate public facilities and services, it is the policy of this Regional Plan that all urban land uses shall be located within the Urban Growth Boundary, within the city’s corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City services, utilities, and fire protection. The City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the RLUTP. (RLUTP, pg. 2-10)

Policy LU1.10 – Place Emphasis on all Transportation Modes.

“All commercial and residential areas shall include full accommodation for pedestrians, bicycle travel and transit access.” (RLUTP, pg. 2-13)

Policy LU1.11 – Place Emphasis on and Encourage Traditional Neighborhood Development and Redevelopment Design. (pg 2-13)

“The Regional Plan promotes the creation and establishment of neighborhood units with mixed land uses, a variety of dwelling types, activity centers that are walkable, alternate modes of transportation routes, and design that is sensitive to existing surrounding development.” (RLUTP, pg. 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.” (RLUTP, pg. 2-21)

Policy C1.3 – Include a Mix of Uses in new Commercial Development and Redevelopment.

“New development shall include a mix of uses in the city and county, avoiding large, single-use buildings and dominating parking areas.” (RLUTP, pg. 2-22)

Policy C1.5 – Design and Establish Neighborhood Commercial Centers.

“Neighborhood commercial centers in the city are designed as pedestrian-oriented gathering places with a mix of retail, office, and service uses, providing the goods and services necessary to meet the needs of the neighborhood while reflecting the identity and character of the surrounding residential neighborhoods.” (RLUTP, pg. 2-23)

Goal HN1 (Housing and Neighborhoods)

“The supply of affordable home ownership, rental, and special needs housing units affordable to low- and moderate-income households will be increased.” (RLUTP, pg. 2-30)

Goal HN2 (Housing and Neighborhoods)

“New neighborhoods will be built and support will be given to existing neighborhoods that integrate a variety of housing types and densities with amenities, services, and retail to ensure opportunities for a variety of household income levels.” (RLUTP, pg. 2-32)

Policy HN2.1 – Promote Development of Mixed-Use Neighborhoods.

“In appropriate areas, both new and existing neighborhoods should have a mix of land uses and different housing types. The arrangement of land uses within neighborhoods shall allow residents to walk and bicycle to parks, schools, work, shopping, places of worship, transit stops, and other nearby neighborhoods. Neighborhoods should include a pedestrian-oriented neighborhood center – school, park, plaza, commercial area or other neighborhood facility – that gives each neighborhood a unique identity and a place for recreation or public gatherings.” (RLUTP, pg 2-32)

Policy HN2.2 – Establish Interconnected Neighborhood Street and Sidewalk Patterns.

“Neighborhood streets and sidewalks and/or walkways in both new and existing areas should form an interconnected network, including automobile, bicycle, and pedestrian routes within a neighborhood and between neighborhoods, in order to connect neighborhoods together and with other parts of the region. Neighborhoods should have frequently connected networks of walkways and bike paths, including connections to the Flagstaff Urban Trail System (FUTS), where practicable and feasible. In particular, direct walkway and bikeway route to schools, parks, and other community facilities should be provided. Equestrian facilities should be accommodated where appropriate.” (RLUTP, pg. 2-33)

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.” (RLUTP, pg. 3-10)

Policy OSPR1.3 – Provide Non-Motorized Transportation Corridors to Connect Communities, Neighborhoods, Open Spaces and Recreational Areas.

“Provide non-motorized transportation corridors between neighborhoods, communities, and between the city and outlying areas and regional and national facilities and sites. Non-motorized access shall be provided from new and redevelopment neighborhoods and should be required from existing neighborhoods to regional open space via easements, trails, an on-street facilities with open space connections between FUTS and USFS trails. Existing neighborhoods are encouraged to improve non-motorized access and connections to regional open space and incorporate open space connections between FUTS and USFS trails.” (RLUTP, pg. 4-3)

Policy NCR1.9 – Protect Dark Skies

“Protection of dark skies and conservation of energy shall be undertaken by minimizing the detrimental effects to the region’s quality of life and astronomical observing conditions.” (RLUTP, pg. 6-5)

Policy CFS1.1 – Determine and Require Adequate Public Facilities and Services.

“The provision of adequate public facilities and services and the phasing of infrastructure improvements shall be important consideration in the timing and location of development.” (RLUTP, pg. 8-2)

Policy CFS1.2 – Development shall pay its Fair Share Toward the Cost of Additional Public Service Needs Created by new Development, While Giving Consideration to the Rational Nexus Provisions to Show Direct Benefit.

“The short- and long-term fiscal effects of land use and new development require the use of various tools, methodologies and programs to determine the cost of development and to ensure development is paying its fair share and that it has a direct relationship to benefits received by the development and burdens imposed on the provider.” (RLUTP, pg. 8-4)

Goal/Policy Analysis

The subject property is located within the City’s defined Urban Growth Boundary and the proposed development includes a mix of housing and commercial uses designed to support the existing neighborhood. The Mixed-Use designation requires an average of seven dwelling units per acre. The proposed multi-family student housing project will meet this requirement after the dedication of right-of-way for Woody Mountain Road, at a total of 7.24 dwelling units per acre. The project has been designed to include civic space which will serve as a neighborhood center for residents as well as provide for recreation activities.

This request is being reviewed concurrently with an annexation to ensure this level of urban development occurs within the City boundaries. The concept plan submitted with this request does not provide the level of connectivity necessary to

integrate fully the new student housing with the proposed on-site future commercial development to the north or potential future development of the Westside 197 property to the west. Connectivity for motorized vehicles, bicycles and pedestrians between the proposed student housing development and the surrounding future uses should be a condition of this approval to be provided at site plan review.

The applicant is proposing a mixed-use development by including a portion of land for future commercial development suitable for supporting existing and future neighborhoods. The proposed development is not utilizing the incentives that have been developed to support the provision of affordable housing. No affordable housing will be provided with the development of this site. The proposed development has had the required impact analysis completed in order to determine required improvements. The existing water infrastructure at this time is sufficient for the proposed development but the Applicant will be responsible for approximately 5500 feet of sewer line upgrade in order to serve this site. The Applicant is also providing a proportional share contribution toward a future signal at the intersection of Route 66 and Woody Mountain Road. Attached to this report is a draft development agreement that outlines both on and off-site improvements required for this development.

Flagstaff Regional Plan 2030 (FRP 2030)

The *FRP 2030* designates this parcel as Future Urban within an Urban Activity Center. The density range required for residential mixed-use is eight dwelling units per acre and a minimum floor area ratio of 1.0 or greater. Furthermore, Route 66 is identified as a Gateway Corridor and as a Great Street up to Woody Mountain Road. The Comprehensive Planning Manager has provided the following interpretation for the place type characteristics and how they are to be applied to development projects; “The table describing the characteristics of urban, suburban and rural place types shows numerous characteristics including densities and intensity ranges but does not state at what scale these should be applied to a parcel-level development project. These tables are intended to be interpreted at a scale that is at a minimum in a neighborhood or activity center. Every item is NOT a standard or guideline unto itself. The tables are meant to be taken as a whole, and used along with an analysis of how the project would or would not move the community toward the goals and policies throughout the document. For projects that are generally compatible with the characteristics in the table but do not fall within the range of density or intensity, the planner will consider the site-specific preservation of natural resources and compatibility of the proposal with the existing and future neighborhood context through an analysis of goals and policies. Specific plans may further refine how density and intensity is considered within an activity or a neighborhood.”

A list of Goals and Policies in relation to this request is attached to this report. One particular policy within the *FRP 2030* specifically addresses student housing and is analyzed below:

Policy NH.1.7 Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale. (FRP 2030, pg. XIII-9)

Although no programs have yet to be developed to encourage student housing to locate in an undetermined preferred area in the City this policy is clear that “design” and “operation” be compatible with existing neighborhoods. The proposed project includes the provision of student housing through a cottage style design. The buildings are comprised of single and duplex units that relate well in terms of scale and intensity to the existing single-family residential neighborhoods in the area. The operation and management of a student housing project is key to the success of integrating this use with other residential and commercial uses in the vicinity. The Applicant has not presented a management/operation plan but has met with local law enforcement to discuss the potential for keeping the students and surrounding neighborhoods safe. The Development Agreement to be considered by Council will address this issue.

Zoning – City of Flagstaff Zoning Code

The City of Flagstaff Zoning Code, which was adopted in November 2011, (the “Zoning Code”) identifies the subject property as being located in the Rural Residential (RR) zone and allows for one dwelling per acre. In order to accomplish the proposed student housing development, a portion of the property is proposed to be rezoned to the Medium Density Residential (MR) zone. In order to comply with the Mixed-Use land use designation, the Applicant is proposing to rezone a smaller portion of the property to the Highway Commercial (HC) zone, which will be developed separately from the student housing project. The student housing development will be operated as a Rooming and Boarding Facility, subject to the issuance of a Conditional Use Permit by the Planning & Zoning Commission (Section 10-40.30.030.B of the Zoning Code, Page 40.30-6); however, this development option is limited to a maximum density of 9 dwelling units/acre and a maximum building height of 35 feet for the MR zone portion of the property and a gross FAR of 3.0 and a maximum building height of 60 feet for the HC zone portion of the property. A comparison of the current and proposed zoning development standards can be found under the “Building Form and Density Standards” subsection of this report.

Building Form and Density Standards

Table 1 below compares development standards for the existing RR zone and the proposed MR and HC zones. The subject property is located with the Resource Protection Overlay (RPO) zone.

Table 1 – Comparison of Development Standards			
Standard	Existing Zone (RR)	Proposed Zone (MR)	Proposed Zone (HC)
Acres	36.93	33.33	3.60
Maximum Building Height (feet)	35	35	60
Maximum Coverage	20%	50%	3.0 FAR
Building Placement Requirements (Min Setbacks):			
Front (feet)	75	10 (second floor and below) 15 (above second floor)	0
Side (feet)	10 (interior) 25 (exterior)	5 (interior) 5 (exterior)	15 (adjacent to residential) 0 (all other uses) 10 (exterior)
Rear (feet)	10	15	15 (adjacent to residential) 0 (all other uses)
Minimum Open Space (%)		15	
Density Requirements:			
Minimum (du/ac)	0	6	
Maximum, Inside RPO (du/ac)	1	9	
Maximum, Outside RPO (du/ac)	1	14	

Open Space and Civic Space

Development within the proposed Medium Density Residential (MR) zone is required to maintain a minimum of 15 percent of the lot area as open space. In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-9), the areas set aside for resource preservation (i.e. floodplains, slopes, and forests), active and passive recreation uses, landscape areas, and community gardens may be used to satisfy the open space standard. Using these parameters, the 30.9-acre student housing

site is required to maintain at least 4.63 acres of open space. Additionally, in accordance with Section 10-30.60.060.B.1.b of the Zoning Code (Page 30.60-11), residential developments with 50 or more dwelling units shall provide a minimum of five (5%) percent of the site in civic spaces that are either privately held and open to the public or publicly owned and set aside as a civic space. Using these parameters, the 30.9 acres student housing site is required to maintain at least 1.54 acres of civic space. The concept plan identifies 3.96 acres of the site as civic space, which is deficient for meeting both the open space and civic space requirements. There is, however, ample room on site to meet the minimum requirements. The majority of the provided open and civic space is clustered around the clubhouse and in the middle of the site, which provides an outdoor amenity with exercise equipment and barbeques. To address the current deficiency in open space and civic space, a condition of approval has been added to ensure that these are adequately addressed during site plan review.

Parking

Table 10-50.80.040.A of the Zoning Code (Page 50.80-6) establishes the minimum number of parking spaces required for development. Parking for the Rooming and Boarding Facility is calculated at a rate of one space per bedroom plus one space for the owner/manager. The proposed student housing development consists of 714 beds. The Applicant is proposing a total of 750 parking spaces for this residential use, which includes five percent (5%) in additional parking spaces provided. The requirement for the commercial development will be dependent on the individual use. A final parking analysis will be done with the review of a more detailed site plan submittal that will ensure that all parking spaces and drive aisles meet the minimum dimension standards.

Design Review

Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), the Applicant conducted a site analysis, a copy of which is attached to this report, that considers the topography of the site, solar orientation, existing/native vegetation types and relative quality, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Implementation of the findings of the site analysis will be ensured during the review of a more detailed site plan submittal.

Pedestrian and Bicycle Circulation Systems

On-site pedestrian circulation is provided through an extensive network of walkways. These walkways are designed as on-site connections between several internal functions, including building entrances, parking areas, and open space amenities. In addition, they provide off-site connections to the public sidewalks and Flagstaff Urban Trail System (FUTS) trail, which will be developed in conjunction with this project. Connectivity between the proposed student housing and the adjacent properties is important for making a cohesive neighborhood that will give the students full access to future development in the area. While there is no dedicated on-site bicycle circulation system, bicycles can utilize the on-site pedestrian system to gain access to building entrances, open space amenities, and the adjoining public sidewalks and FUTS trail. In accordance with Section 10-30.60.040.A.3 of the Zoning Code (Page 30.60-7) and Section 10-50.80.050 of the Zoning Code (Page 50.80-11), 38 bicycle parking spaces, are required to be provided on-site.

Parking Lots, Driveways, and Service Areas

Seven hundred fifty (750) surface parking spaces are provided on-site. The majority of these spaces are screened from the public way by the placement of the buildings. The remaining perimeter spaces are setback from the property line and will be screened with landscaping in accordance with Section 10-30.60.050.A.4 of the Zoning Code (Page 30.60-9). Design standards require new development to minimize the number of curb cuts (i.e. driveways) onto a public street. Three new curb cuts are proposed for the student housing project, two of which are located in alignment with existing driveways/roadways or median breaks. Staff will ensure that trash enclosures and loading areas meet City standards for screening, operation, and location during the review of a more detailed site plan submittal.

Compatibility and Architectural Design Standards

“Scale” refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed development consists of structures similar in scale to single-family residential housing, which is consistent with much of the surrounding development. Preliminary elevations, copies of which are attached to this report, were provided for the residential units as part of this application, but detailed information has not been supplied for the future commercial development. Architectural design standards will be reviewed at the time of site plan approval and staff will confirm that all elevations are consistent with current requirements.

Landscaping

A preliminary landscape plan, a copy of which is attached to this report, was prepared and submitted with this application. The plan has been accepted as meeting the general intent of the parking lot landscaping, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). A final landscape plan will be reviewed at the time of a more detailed site plan submittal.

Outdoor Lighting

The subject property is located entirely within Lighting Zone 1, which means that it is in close proximity to the US Naval Observatory. Lighting Zone 1 has the highest level standards in regards to outdoor lighting and allows for a total of 25,000 lumens per acre for multi-family residential and commercial development. Outdoor lighting is divided into three classes. Class 1 lighting includes fixtures where color rendition is required and includes areas of outdoor spaces, building entrances, outdoor seating and recreational areas; Class 2 lighting includes general illumination for safety and security and Class 3 lighting includes all decorative or architectural illumination. All outdoor Class 1 and Class 3 lighting, and outdoor Class 2 lighting located more than 50 feet from any building shall be turned off by 9:00 p.m. in Lighting Zone 1. Staff will work with the applicant and the dark sky community at Site Plan review to ensure that the outdoor lighting for this project is sensitive to both the development and the dark sky community to the maximum extent feasible.

PUBLIC SYSTEMS IMPACT ANALYSIS: See Annexation Report PANX-14-001 for complete Public Impact Analysis discussion.

OTHER REQUIREMENTS:

Natural and Cultural Resources

The subject property is located within the Resource Protection Overlay (RPO) zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). There are no defined floodplain or slope resources on-site. The Natural Resource Protection Plan (NRPP) prepared by the Applicant, a copy of which is attached to this report, identifies 2916 total forest tree points on-site. In accordance with Table 10-50.90.060.A of the Zoning Code (Page 50.90-7), forest resources within a residential development must be protected at a 50 percent threshold. In accordance with Section 10-30.60.060.B.1.c.(1) of the Zoning Code (Page 30.60-11), forest resource protection thresholds can be reduced by five percent (5%) when civic spaces are provided. The NRPP proposes to save 1498 forest tree points, which is 51.37 percent of the total on-site forest tree points. The NRPP is in conformance with the Zoning Code resource protection standards. As is required for undeveloped land, a letter report was prepared at the request of the Historic Preservation Officer. The report did not find conditions that warranted further analysis of the site. A Phase 1 Cultural Resource Study was not required for this location.

Citizen Participation

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any request for Zoning Map Amendment. In accordance with Arizona Revised Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 300 feet of the subject site. As of this writing, staff has received two email letters, copies of which are attached to this report, wanting to make sure that the planning for the site takes into account the use of Woody Mountain Road by a large number of W.L. Gore employees who commute to the facilities in the area and expressing concern about the increased lighting impacts from higher density development within Lighting Zone I.

The Applicant held a neighborhood meeting on Thursday, March 27, 2014 at 5:30 pm. The Applicant received two phone calls from their meeting notice requesting information about the project. Seven people attended the meeting and had questions in regards to the case. None of the attendees expressed opposition to the Annexation or the Zoning Map Amendment. Staff has not received any other comments in regards to either the annexation or the Zoning Map Amendment.

DISCUSSION:

In accordance with Section 10-40.30.040.A.5 of the Zoning Code (Page 40.30-4), the Medium Density Residential (MR) zone; applies in areas appropriate for moderate density residential; and, allows a variety of housing types, including affordable and planned residential development that allow for higher densities. In accordance with Section 10-40.30.040.A.3 of the Zoning Code (Page 40.30-13), the Highway Commercial (HC) zone applies to areas of the City appropriate for a full range of automobile-oriented uses; encourages the development of commercial uses in addition to residential uses to provide diversity in housing choices; and is designated primarily at the commercial corridors of the City. The proposed residential and commercial zoning at this location is compatible with the *RLUTP* designation of Mixed-Use. The proposed student housing project conforms to the standards of the proposed MR zone and the conceptual commercial development within the HC zone will be limited to uses that function well within a mixed-use neighborhood including services, retail, and office. There is currently a lack of commercial development within the subject area with a growing residential population and an existing employment population.

Staff agrees that the proposed Zoning Map Amendment is consistent with the *RLUTP* and the intent of the Zoning Code, but is concerned about the timing of this request and the lack of existing multi-modal transportation infrastructure within this area. The site is not yet served by transit and is not part of a cohesive bicycle and pedestrian network. Adequate on-site parking is provided for the residents but the issue becomes the parking constraints affiliated with Northern Arizona University. The Applicant has been in communication with Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to discuss the potential for transit or shuttle service for this project but no formal agreements are currently in place.

RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment is in substantial conformance with the Flagstaff Area Regional Land Use and Transportation Plan and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving an amendment to the Zoning Map for 33.33 acres from the Rural Residential (RR) zone to the Medium Density (MR) zone and for 3.60 acres from the Rural Residential (RR) zone to the Highway Commercial (HC) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance to the uses including the density and intensity and general layout approved by the Inter-Division Staff (IDS) on August 25, 2014 and as presented to the Planning

and Zoning Commission with this amendment request except as modified herein.

2. Development of the MR zone shall be limited to the number of units (224) and beds (714) identified in the Zone Change Plan and used for the preparation of all impact analysis.
3. Development of the HC zone shall include 20,000 square feet of general service/retail/office or mixed use development.
4. Per the acceptance of the traffic impact analysis, both vehicular and non-vehicular access shall be provided between the proposed student housing project and the proposed commercial development as well as pedestrian/bicycle connections to the future development of the vacant land to the west.
5. The Developer shall enter into a Development Agreement with the City to, address at a minimum the proportional share contribution of the signalized intersection of Route 66 and Woody Mountain Road, off-site sewer improvement requirements, on-site water/sewer modifications, roadway/edge improvements and a management operation plan.
6. At the time of site plan submittal, the developer shall provide a minimum of fifteen percent (15%) of the lot area as open space and a minimum of five percent (5%) of the lot area as civic space.
7. Outdoor lighting shall be extinguished at the close of business except for security lighting further that 50 feet from the entrance to any building.
8. If the residential development is operated as a rooming and boarding facility, a Conditional Use Permit shall be reviewed and approved by the Planning and Zoning Commission.
9. Site Plan review and approval by staff for the residential and commercial developments is required to assure that all conditions, requirements and terms that are included in the Zoning Map Amendment Ordinance and Development Agreement are accomplished.

ATTACHMENTS

- Zoning Map Amendment Application & Narrative
- Current City of Flagstaff Zoning Map
- Site Analysis
- Flagstaff Regional Plan 2030 Goals & Policies
- Traffic Impact Analysis Acceptance Memo
- Public Hearing Legal Advertisements
- Citizen Participation Plan
- Citizen Comment Email Letters
- Draft Development Agreement
- Concept Plan Packet:
 - Conceptual Site Plan
 - Concept Utility Plan
 - Natural Resource Protection Plan
 - Conceptual Landscape Plan
 - Annexation Map

- Residential Building Elevations Examples



Minutes- Draft

City of Flagstaff

PLANNING & ZONING COMMISSION

4:00 PM– Wednesday, September 24, 2014

City Hall, Council Chambers, 211 W. Aspen Avenue



In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Tammy Bishop at (928) 213-2611 (or 774-5281 TDD). Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Planning and Zoning Commission and to the general public that, at this meeting, the Planning and Zoning Commission 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).

CALL TO ORDER [Chairman Dorsett called the meeting to order at 4:00 p.m.](#)

COMMISSION MEMBERS: Stephen Dorsett, Chairman Paul W. Turner
Present: Justin Ramsey, Vice Chairman Steve Jackson
Paul Moore
Tina Pfeiffer
Absent: David Carpenter

CITY STAFF: Brian Kulina, Planning Development Manager
Tiffany Antol, Planning Development Manager
Mark Sawyers, Staff Liaison
Becky Cardiff, Recording Secretary

I. GENERAL BUSINESS

A. PUBLIC COMMENT

(At this time, any member of the public may address the Commission on any subject within their jurisdiction that is not scheduled before the Commission on that day. Due to Open Meeting Laws, the Commission cannot discuss or act on items presented during this portion of the agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.)

[None](#)

B. APPROVAL OF MINUTES

1) Regular meeting of August 27, 2014.

[Motion to approve the minutes of the regular meeting of August 27, 2014, Moved by Commissioner Turner; seconded by Commissioner Ramsey. Motion carried unanimously.](#)

II. OTHER BUSINESS

PINNACLE PINES

Address: 800 E Sterling Lane
Assessor's Parcel Number: 105-20-117
Property Owner: Pinnacle 146 LLC
Applicant: Mogollon Engineering
Application Number: PPPL 2014-0005
City Staff: Brian Kulina
Action Sought: Preliminary Plat Request

A Preliminary Plat request from Mogollon Engineering & Surveying, Inc., on behalf of Pinnacle 146 LLC, for a development of approximately 18.59 acres into 106 single-family subdivision lots located at 800 E. Sterling Lane, within the Medium Density Residential (MR) zone.

Mr. Kulina gave a PowerPoint presentation on the proposed project and answered questions from Commissioners.

Kristen Smith, Flagstaff Fire Dept, was present and answered questions from Commissioners.

Reid Miller, Traffic Engineering, was present and answered questions from Commissioners.

Kent Hotsenpillar, Engineer representing the applicant, answered questions from Commissioners.

Sue Ellen, resident, discussed the potential access to the proposed project and the potential effect it could have on the value of her property.

Doug Hare, owner representative, answered questions from Commissioners

Motion to forward to City Council for approval Preliminary Plat PPPL 2014-0005 with additional mitigation of the impact of Silver Lane to adjoining properties Moved by Chairman Dorsett; seconded by Commissioner Ramsey. Discussion was held. Motion carried 5 to 1 with Commissioner Jackson dissenting.

III. PUBLIC HEARING

A. ASPEN HEIGHTS

Address: 2701 S Woody Mountain Road
Assessor's Parcel Number: 112-01-019
Property Owner: Landmarc Capital & Investment Co.
Applicant: Aspen Heights
Application Number: PANX 14-0001
City Staff: Tiffany Antol
Action Sought: Annexation Request

An annexation request of approximately 3.14 acres located at 2701 S. Woody Mountain Road. The property is identified as a portion of Coconino County Assessor's Parcel Number 112-01-019. This annexation request is the first part of a two-part request. The second part of the request is a Zoning Map Amendment.

B. ASPEN HEIGHTS

Address: 2701 S Woody Mountain Road
Assessor's Parcel Number: 112-01-019
Property Owner: Landmarc Capital & Investment Co.
Applicant: Aspen Heights
Application Number: PREZ 14-0004
City Staff: Tiffany Antol
Action Sought: Zoning Map Amendment

A Zoning Map Amendment request to rezone approximately 33.33 acres from Rural Residential (RR) to Medium Density Residential (MR) and approximately 3.60 acres from Rural Residential (RR) to Highway Commercial (HC).

Ms. Antol gave a PowerPoint presentation on the proposed project Aspen Heights including information on both the Annexation and Zoning Map Amendment and answered questions from Commissioners.

Reid Miller, Traffic Engineer, answered questions from Commissioners

Rick Barrett, City Engineer, answered questions from Commissioners

Ms. Antol answered questions from Commissioners

Kent Hotsenpillar, Engineer representing the applicant, answered questions from Commissioners

Charlie Vatterott, Executive VP of Development, gave a PowerPoint on the proposed project.

William Ramsey, Regional Operations Manager representing the applicant, gave a PowerPoint presentation on the operation of the proposed project.

Dana Kjellgren, legal counsel representing the applicant, answered questions from Commissioners

Erika Mazza, NAIPTA, answered questions about possible transit from the proposed project.

Motion to open the public hearing Moved by Commissioner Turner; seconded by Commissioner Moore. Motion carried.

Public Comment was given as follows:

Elizabeth Betroff, resident, requested information on affordable housing

Ms. Antol and Ms. Kjellgren addressed the question about affordable housing

Chris Luginbuhl, astronomer, expressed concerns about lighting that the proposed project could produce.

Lance Diskan, representing the Dark Skies Coalition/resident, also expressed concerns about the lighting that the proposed project would produce.

Ms. Kjellgren addressed concerns that were brought up during public comment

A written comment was submitted as follows:

"Moran Henn, representing Friends of Flagstaff's Future, F3 is not in opposition or in support of this project. We do think however that approving it would be pushing the cart before the horse. The city and county are in the process of developing guidelines for dormitory style off campus student housing. The community is going to weigh in on this issue on October 27 at a meeting led by Mayor Nabours and Supervisor Archuleta. We only ask you give the community time. Given such strong

community engagement in the previous off campus housing issue we feel it would be best to not approve any such developments till after October 27. Thank you"

Motion to close the public hearing Moved by Commissioner Turner; seconded by Commissioner Jackson. Motion carried.

Motion to forward an approval to City Council of Annexation PANX 14-0001 Moved by Commissioner Turner; seconded by Commissioner Jackson. Motion carried unanimously.

Motion to forward for approval to City Council of PREZ 14-0004 with Staff conditions and the condition that Council seriously consider reducing the lumen counts currently allowed in the zone. Moved by Commissioner Moore. Motion failed with no second.

Motion to forward for approval to City Council of PREZ 14-0004 with proposed Staff Conditions Moved by Commissioner Turner; seconded by Commissioner Pfeiffer. Discussion was held.

Motion to amend the motion to include the condition that the applicant will work with the dark skies community to minimize the impact on the Observatory and to come up with conditions for the Development Agreement to achieve those results Moved by Chairman Dorsett; Seconded by Commissioner Pfeiffer. Motion carried and additional condition is added to the original motion.

Motion to forward to City Council for approval of PREZ 14-0004 with proposed Staff Conditions and the condition that the applicant will work with the dark skies community to minimize the impact on the Observatory and to come up with conditions for the Development Agreement to achieve those results. Moved by Chairman Dorsett; Seconded by Commissioner Pfeiffer. Motion carried unanimously.

IV. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

None.

ADJOURNMENT at 7:15



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2618

Flagstaff, AZ 86001

F: (928) 779-7684

www.flagstaff.az.gov

PREZ/PGM

Date Received

MAR 11 2014

Application for Zoning Map Amendment and/or Regional Plan Amendment

File Number

DEV 13-007

Property Owner(s) <i>Aspen Heights</i>	Title	Phone <i>512-970-1317</i>	Email <i>cvatterott@myaspenheights.com</i>
Mailing Address <i>1301 S. Capital of Texas Hwy Suite B-201</i>			City, State, Zip <i>Austin TX 78746</i>
Applicant(s) <i>Mogelon Engineering</i>	Title	Phone <i>214-0214</i>	Email <i>mogelon99@aol.com</i>
Mailing Address <i>411 W. Santa Fe</i>			City, State, Zip <i>Flagstaff AZ 86001</i>
Project Representative) <i>Kent Holcuppler</i>	Title	Phone	Email
Mailing Address			City, State, Zip
Requested Review <input checked="" type="checkbox"/> Zoning Map Amendment <input type="checkbox"/> Regional Plan Amendment <input type="checkbox"/> Continued			

Site Address <i>2701 S. Woody Mountain Rd</i>	Parcel Number(s) <i>112-01-019</i>	Subdivision, Tract & Lot Number <i>n/a</i>
Existing Zoning District <i>RR</i>	Proposed Zoning District: <i>MR & HC</i>	Existing Regional Plan Land Use Category <i>mixed use</i>
Existing Use <i>Vacant</i>	Proposed Use <i>commercial & student housing</i>	
Property Information:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?	

Requested Urban Growth Boundary Change (If Applicable)	State Reason for Request <i>To achieve Mixed Use minimum density</i>
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Note:

Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). Incomplete submittals will not be scheduled.

Property Owner Signature (required) <i>[Signature]</i>	Date: <i>3/11/14</i>	Applicant Signature <i>Kent Holcuppler</i>	Date: <i>3/10/14</i>
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For City Use

Date Filed:	File Number(s): <i>PSPR 140005</i>	Type of Zoning Map Amendment: <input type="checkbox"/> Small-scale <input type="checkbox"/> Medium-scale <input type="checkbox"/> Large-scale
P & Z Hearing Date:	Publication and Posting Date:	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number:	Amount: _____ Date: _____	

Action by Planning and Zoning Commission:

- ☐ Approved
☐ Denied
☐ Continued

Action by City Council:

- ☐ Approved
☐ Denied
☐ Continued

Staff Assignments	Planning <i>Tiffany</i>	Engineering <i>Rene</i>	Fire <i>Kent</i>	Public Works/Utilities <i>Jim</i>	Stormwater <i>Kyle</i>
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Revised 11/9/11

3/11/13

87

Application for Zoning Map Amendment

Information provided as required pursuant to Flagstaff City Code 10-20.50.040(C)(3)(a) and (F)(a)(ii), and Application for Zoning Map Amendment, Information Required, Section 3:

3. An applicant must state the reason for request and provide a summary of community benefits to be gained if it is approved. Analysis of the General Plan must be included with an explanation of how the requested amendment is supported by the General Plan.

3.1 Community Benefits.

Flagstaff is a small city surrounded by federally- and state-owned land in which one of the State's three universities is located. It presently has a student population of approximately 19,000 undergraduates and 1,500 graduate students. Approximately 7,400 undergraduate students live on campus in 21 residence halls.¹ The Arizona Board of Regents (ABOR) has set a goal of 25,000 undergraduate student by the year 2020.² Enrollments are, thus, projected to increase by 900 – 1,000 students each year for the next five or six years. The non-student population is approximately 66,000, according to the 2010 census, and the number of housing units is 25,648.³ Historically, the demand for rental housing by students has kept the cost of rental housing in Flagstaff at some of the highest levels in the state because of inadequate stock to meet the demand. This has resulted in a high percentage of the non-student population who must rent because they cannot afford to purchase housing, paying significantly more than one-third of their income for rent. This issue, coupled with wages that are lower than state averages, also has the effect of effectively pushing numbers of the workforce in Flagstaff out of the community to cities in the Valley of the Sun or elsewhere where housing costs are lower and wages and salaries are higher. Employers, and the community as a whole, suffer when skilled, experienced workers make the decision to leave because the cost of remaining is simply too high.

Providing housing units that will help to meet the demand from students at Northern Arizona University will begin to free up standard rental housing for non-student residents. This should bring greater competitiveness to rental leasing and cause rental prices to decline or, at least, not increase at the same rates as in the past because there will be more choices for non-student and student renters. It will also begin to take pressure off neighborhoods traditionally affected by issues like over-parking that arise from the rental of houses in older neighborhoods to a number of students, each with a car. This will improve the quality of life in neighborhoods that have essentially served as dormitory extensions to the University.

The proposed development will also provide a community benefit by promoting the efficient use of land in an area presently zoned for 1-acre single-family lots, which might provide 36 to 37 dwellings, through approval of a Zoning Map amendment to permit a medium density mixed-use neighborhood of 224 dwellings with 714 beds and a 3.6-acre area planned for commercial uses.

¹ <http://nau.edu/CIE/International-Admissions/FAQs/#students>

² <http://jackcentral.com/news/2013/02/nau-enrollment-set-to-increase-indefinitely/>

³ <http://www.flagstaff.az.gov/index.aspx?NID=1095>

3.2 General Plan.

The Property, 2701 W. Woody Mountain Road, is presently zoned RR, Rural Residential, and the Regional Plan designation is Mixed-Use Development. The applicant seeks a rezoning to MR, Medium Density Residential, and HC, Highway Commercial, for a mixed-use development. The use of Medium Density Residential zoning in this mixed-use development helps to further Policy LU1.5 of the Regional Plan:

Policy LU1.5—Provide for New City Mixed-Use Neighborhoods. The Regional Plan designates new development areas within the Urban Growth Boundary for development as mixed-use neighborhoods. The criteria for these areas includes average densities, a mix of mutually supportive and integrated residential and non-residential land uses, and a network of interconnected streets, and pedestrian and bicycle connections. Designated areas include Canyon del Rio and the West Side Area, and may include other future areas identified as Planning Reserve Areas. Additionally, existing older neighborhoods, such as Southside, Sunnyside, and parts of downtown, may be suitable for limited and sensitively designed mixed-use development.

The Zoning Map amendment to Medium Density Residential and Highway Commercial zoning would bring this parcel into the present Regional Plan classification of Mixed-Use Development for the parcel. The proposed project will provide 224 cottage units of student rental housing with 714 rooms for rent. This increase in the supply of rental housing for students will help alleviate the shortage of affordable rental housing in Flagstaff through an increase in the supply of units for students, freeing up rental housing for non-student households. The addition of the commercial portion of the project with general services or retail trade uses will provide a mix of mutually supportive and integrated residential and non-residential land uses. A network of private ways, pedestrian and bicycle connections, as well as access to the Flagstaff Urban Trail System, will reduce reliance on automobiles within the neighborhood and promote pedestrian-oriented activities.

Conclusion

The zoning map amendment, by making possible the proposed project on the Property, would meet the following goals of the present General Plan to:

- Promote the efficient use of land by changing an area presently zoned for 1-acre single-family lots, which might provide 36 to 37 dwellings to a mixed-use neighborhood of 224 dwellings with 714 beds and areas planned for compatible commercial uses such as retail trade or general services;
- Place development close to the Flagstaff Urban Trail System, providing access for pedestrians and bicyclists and encouraging the use of modes of transportation other than automobiles;
- Apply design guidelines that take into consideration the natural and built environment of Flagstaff; and

- Provide a people-oriented neighborhood that will have fitness and social amenities to encourage the residents to walk from their cottages to the social gathering places and commercial uses in the neighborhood.

Flagstaff Student Housing - Site Analysis

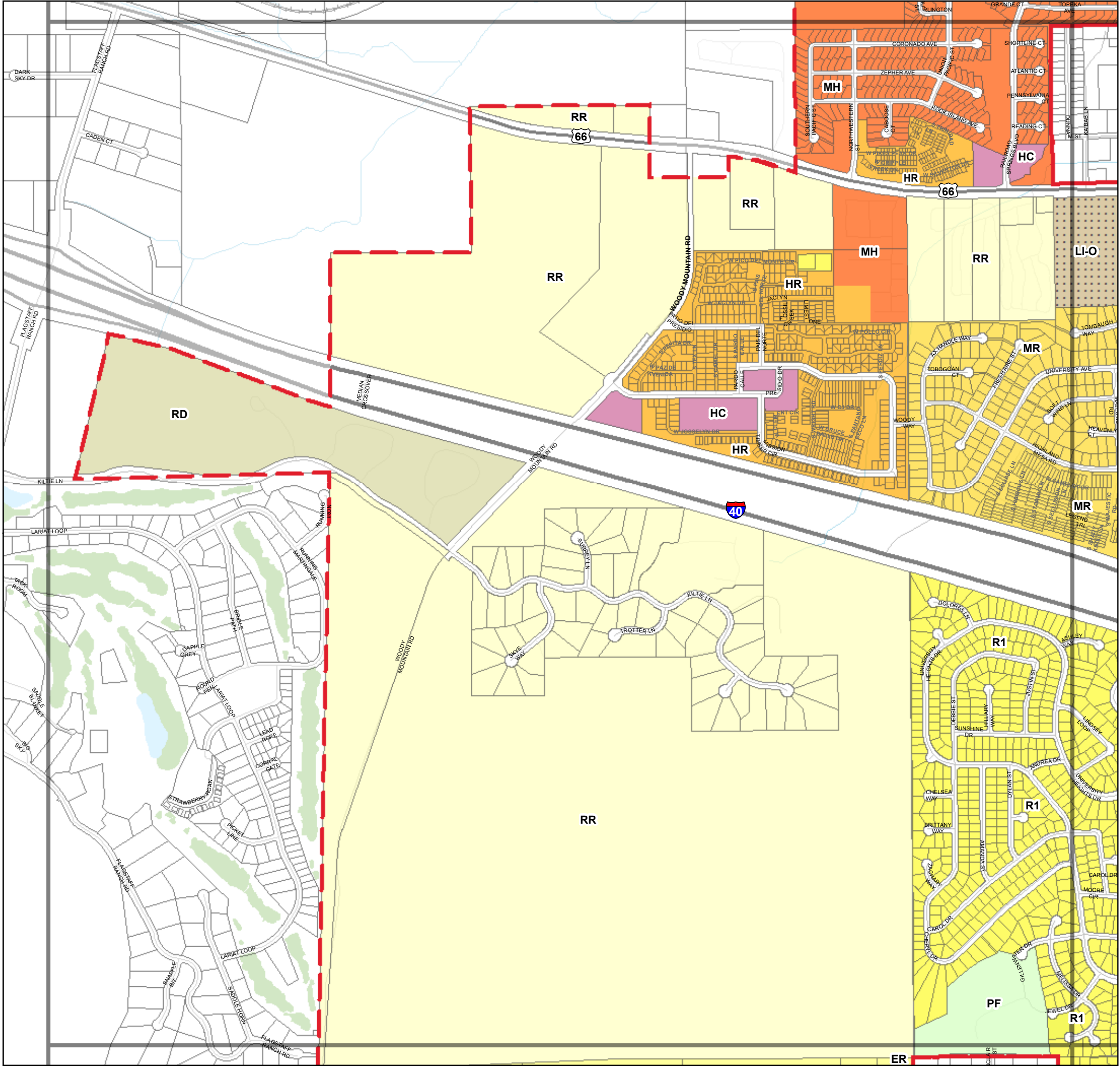
This 37 acres parcel is adjacent to the Westside 197 property. Westside 197 was a contemplated subdivision that never materialized. The property was then purchased by the Presidio in the Pines developer who lost the property to receivership. The Woody Fire in 2006 burned most of the parcel which has remained vacant since. The parcel is sloped to the east and southeast and has no significant natural features on it. There are several volcanic vents in the area but are not within the parcel boundaries.

An extensive site analysis has been performed by Lee and Associates, Aspen Heights and Mogollon Engineering. Existing terrain and topography, existing vegetation, scenic views, natural watercourses, and the relationship to existing development were considered. However the application of the Zoning Code, Engineering Standards, and stormwater requirements must be met. These regulations dictate building orientation and location, access points, stormwater mitigation, LID, parking aisle and space configuration and grades, utility easements, utility locations, resource protection standards, trash enclosures, open space, bufferyards, lighting, site amenities, design review guidelines, landscaping, and more. All of the above regulations and site characteristics have been analyzed in whole and the results of the extensive site analysis are the Concept Plan and supporting information submitted.

Aspen Heights Flagstaff Unit Info

Total Living Square Footage = Total Under Roof less balconies

- Building Square Footage (Figures below for duplexes represent buildings, not units)
 - 2 bedroom duplex – Keystone: Total Living: 2,684, Total Under Roof: 2,980
 - 2 bedroom duplex – Aspen: Total Living: 2,640, Total Under Roof: 2,936
 - 3 bedroom duplex - Frisco/Telluride: Total Living: 3,354, Total Under Roof: 3,654
 - 4 bedroom cottage – Boulder: Total Living: 1,729, Total Under Roof: 1,905
 - 4 bedroom cottage - Breckenridge/Vail: Total Living: 1,748, Total Under Roof: 1,928
 - 5 bedroom cottage - A-Basin: Total Living: 2,042, Total Under Roof: 2,263
 - 5 bedroom cottage – Durango: 1,992, Total Under Roof: 2,304
- Total Project Square Footage (Excluding Clubhouse)
 - Total Living: 333,300, Total Under Roof: 374,190
 - Clubhouse: 10,000
- Maximum Height (Ridge Height)
 - 2 bedroom duplex – Keystone: 30'-0"
 - 2 bedroom duplex – Aspen: 31'-5"
 - 3 bedroom duplex—Frisco/Telluride: 31'-3"
 - 4 bedroom cottage—Boulder: 29'-10"
 - 4 bedroom cottage—Breckenridge/Vail: 28'-7"
 - 5 bedroom cottage—A-Basin: 29'-8"
 - 5 bedroom cottage—Durango: 27'-6"
- Number of units (excluding clubhouse) – 214
- Number of floors - 2 (all floor plans)



Residential Zones:

- Rural Residential (RR)
- Estate Residential (ER)
- Single-family Residential (R1)
- Single-family Residential Neighborhood (R1N)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Manufactured Housing (MH)

Commercial Zones:

- Central Business (CB)
- Highway Commercial (HC)
- Commercial Service (CS)
- Community Commercial (CC)
- Suburban Commercial (SC)

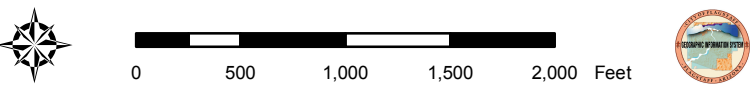
Industrial Zones:

- Research and Development (RD)
- Light Industrial (LI)
- Light Industrial Open (LI-O)
- Heavy Industrial (HI)
- Heavy Industrial Open (HI-O)

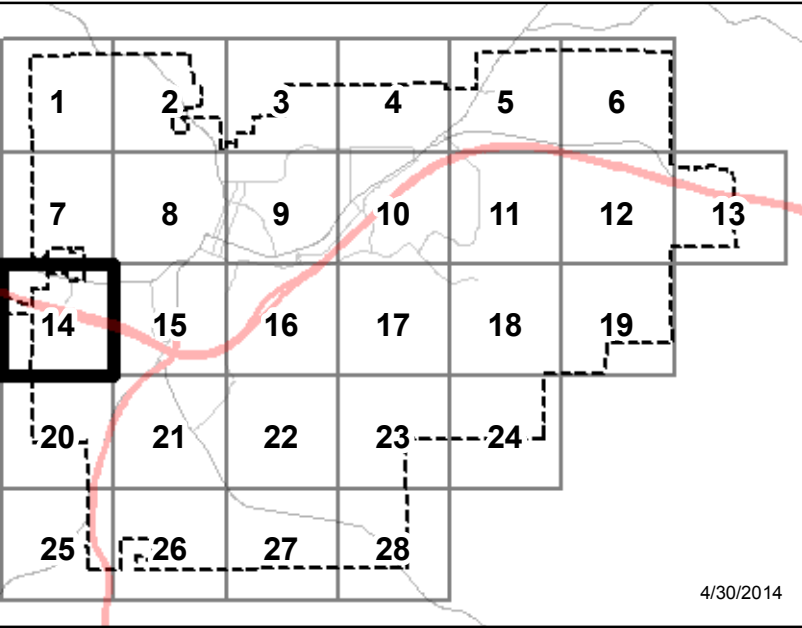
Resource and Open Space:

- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

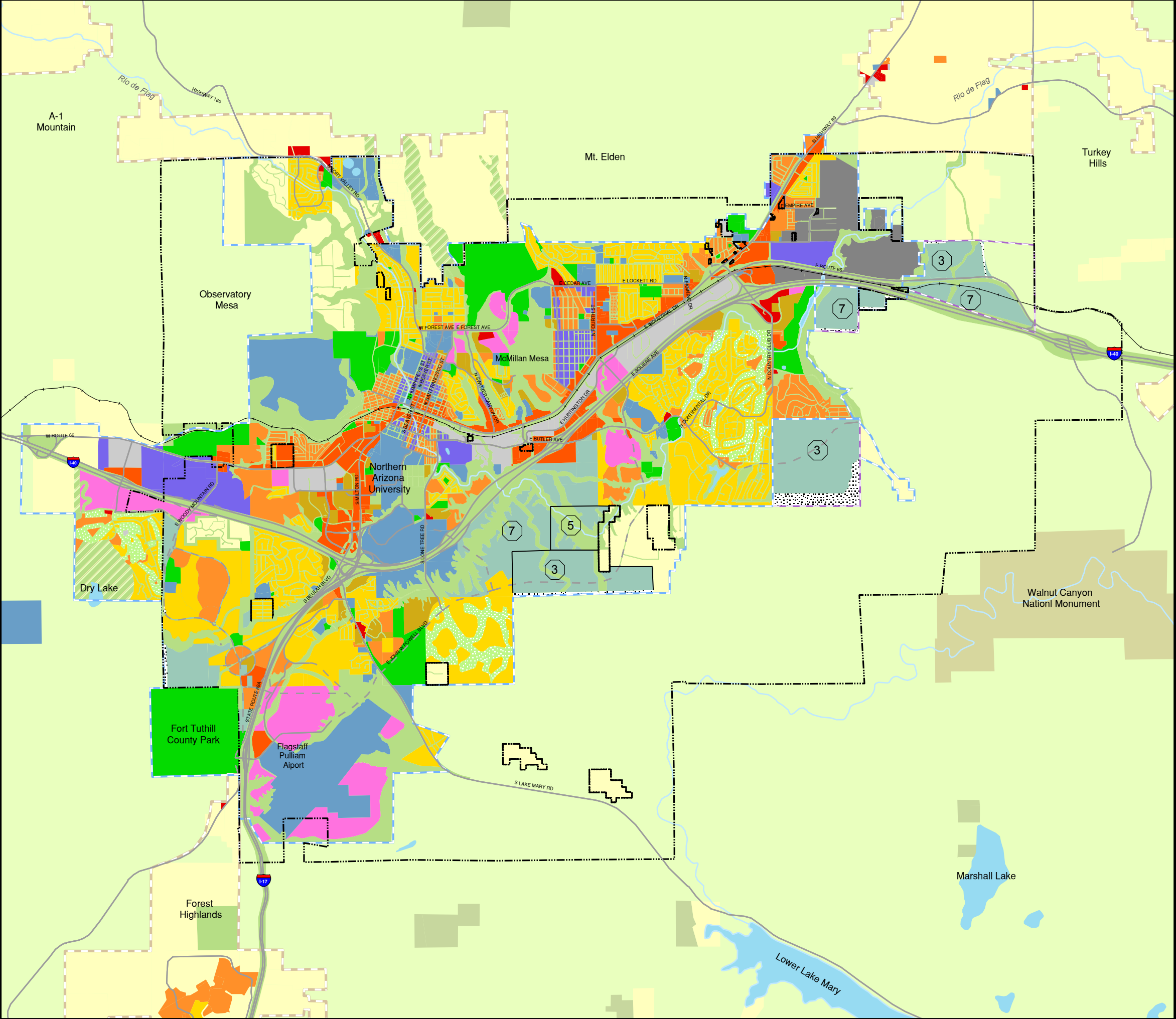
- Airport Overlay Zone
- Downtown Overlay Zone
- Townsite Overlay Zone
- Landmark Overlay Zone
- Regulating Plan Boundary
- City Limits
- Parcels



This map is known as the "City of Flagstaff Official Zoning Map" or the "City of Flagstaff Official Regulating Plan," and is intended to implement the City of Flagstaff Zoning Code per Ordinance 2011-20 adopted on 11/01/2011 and all subsequent amendments. These maps are based on the most accurate graphic information available at the time they were produced. The City of Flagstaff furnishes these maps "as is" and assumes no responsibility for their accuracy. All zoning information should be verified by legal description whenever possible.



City of Flagstaff Zoning Map 14



Map 4: City Land Use Plan

Land Uses

- Rural Agriculture (<1 du/ac)
- Very Low Density Residential (<1 du/ac)
- Low Density Residential (1-5 du/ac)
- Medium Density Residential (6-12 du/ac)
- High Denisty Residential (>12 du/ac)
- Mixed Use
- Commercial Neighborhood
- Commercial Regional/Community
- Office/Business Park - Light Industrial
- Industrial Light/Medium
- Industrial Heavy
- Institutional
- Parks
- Urban Open Space
- Rural Open Space
- Golf Course
- Planning Reserve Area
- Public Multiple Use
- Transition Zone
- National Monuments
- Flagstaff City Limits
- Urban Growth Boundary - Stage 1
- Urban Growth Boundary - Stage 2
- Rural Growth Boundary
- Existing Major Road
- Proposed Major Road
- Railroads
- Major Surface Water Features
- Required Average Densities (units per acre)

0.5 0 0.5 1 1.5 Miles



Flagstaff Regional Plan 2030

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

Policy E&C.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.

Policy E&C.5.2. Encourage and incentivize voluntary reduction of “exempt” lighting that degrades night sky visibility, and work to prevent light trespass whenever possible in both public and private areas.

Policy E&C.5.3. Continue to enforce dark sky ordinances.

Policy E&C.5.4. Encourage uses within Lighting Zone 1 of the lighting codes of the City and County that do not require outdoor lighting, and discourage those which require all-night lighting.

Route 66 is identified as a Gateway Corridor and as a Great Street up to Woody Mountain Road

Goal CC.1. Reflect and respect the region’s natural setting and dramatic views in the built environment.

Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.

The Future Growth Illustration identifies the subject parcel as Urban Future inside of an Urban Activity Center within the Urban Growth Boundary.

Goal LU.2. Develop Flagstaff’s Greenfields in accordance with the Regional plan and within the growth boundary.

Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff’s favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.

Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

Goal LU.3. Continue to enhance the region’s unique sense of place within the urban, suburban, and rural context.

Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic invests, and reduce the cost of providing infrastructure and services.

Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

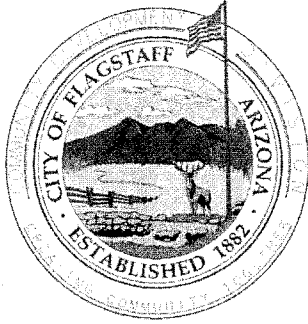
Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.

Policy LU..5. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

Goal LU.6. Provide for a mix of land uses.

Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.


Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.



MEMORANDUM

Transportation
Engineering
Program

To: Tiffany Antol, Development Planning Manager

From: Jeff Bauman, Traffic Engineer 

Date: August 22, 2014

RE: **Acceptance with Conditions**
Traffic Impact Analysis sealed 07/23/2014 and Traffic Signal Warrant
Analysis dated August 2014

The Transportation Engineering Program has reviewed the submitted Traffic Impact Analysis (TIA) and Traffic Signal Warrant Analysis. ADOT has submitted comments/conditions under separate cover, dated 08/21/2014 and attached to this memo. This memo documents City Transportation Engineering's review and **Conditions of Approval** for the TIA and the Traffic Signal Warrant Analysis for Aspen Heights Student Residences:

1. Vehicular and Pedestrian cross access **shall** be provided between the residential land use and the commercial land use. The Applicant can decide the location of the cross access, but the access does need to be provided with future site planning submittals. No TIA analysis needs to be redone.
2. The Signal Warrant Analysis for the intersection of Route 66 and Woody Mountain is not approved, but ADOT's review conditions are attached and the re-submittal of the warrant analysis is not expected to change the proportional share analysis attached, nor recommend that a signal be installed upon project opening. Under those two qualifying statements, the following Condition of Approval #3 is valid. If either of these two qualifying conditions change, the following condition will need to be re-evaluated.
3. Future ROW needs and proportional share for the intersection of Route 66 and Woody Mountain are required. A planning level signal layout should be provided with construction plans to help determine the ROW dedication requirements. The developer's proportional share contribution for this future signal need is documented in the attached table. The planning level estimate for a future traffic signal in the Flagstaff Region is \$400,000. The calculated proportional share based on percent project traffic in the intersection of Woody Mountain Road and Route 66 is 25.7%, or \$102,805. The timing of this proportional share contribution shall be outlined in the Development Agreement.

If you have any questions, or would like to schedule a time to discuss these comments further please contact me.

Aspen Heights - Route 66 & Woody Mountain Proportional Share

	Current	2015 Background w/o Project	2015 w/ Project	Source	Total Project Trips	Total Project Trips ÷ 2015 w/ Project	Proportional Share Cost
AM	622	664	851	Counts in TIA	187	21.97%	\$ 87,896.59
PM	617	660	931	Counts in TIA	271	29.11%	\$ 116,433.94
Average	620	662	891	Averages	229	25.70%	\$ 102,805.84

NOTE:

- The average cost of installing a new signal is approximately \$400,000. This amount cost was assumed in the calculations.

MEMORANDUM

TO: Warren Sutphen, Flagstaff Permits Office Supervisor

FROM: Cready Smith, Northern Region Traffic Transportation Engineering Specialist

DATE: Thursday, August 21, 2014

CC: Walter K Link, Northern Region Traffic Engineer

RE: Woody Mtn. and B40 signal analysis.

Northern Traffic Region office recommends that a resubmittal of the warrant analysis be submitted for review.

CivTech is to be commended for putting forth such a detailed signal warrant analysis -- it is tricky and art mixed with science to analyze the need for a traffic signal in the future when numerous variables are at play. The Woody Mountain/Route 66 intersection is a "T" intersection and the location and type of proposed development will create predominate traffic movements in the form of left-in and right-out. These turning movements can often be completed safely and efficiently even when threshold warrant values are met. The proposed Aspen Heights development is a student housing project at an intermediate distance from campus: the trip generation rates are not supported by matching ITE generation rates verified through numerous studies. A reasonable attempt has been made to estimate these -- however, substantial uncertainty remains both with the rates and distribution throughout the day. The commercial component of the development is also an estimate at this point in time as to the character. Given the type of turning movements combined with the opposing EB Route 66 traffic volumes it is unlikely the regional traffic office will recommend signalization after any revision to the analysis is completed. This decision is likely to hold even if warrant thresholds are met in any revised submittal; however, a final decision will be made at that time.

It is recommended the final study be utilized by the City of Flagstaff to determine a proportionate share of future intersection improvements in whatever form they may take.

1. Table 7 (page 15) note number 2, states the minor street approach volume represents all left-turning vehicles plus $\frac{1}{2}$ of the right turning vehicles -- it does not appear the reduction has occurred to the minor street right-turning vehicles. As discussed earlier, ADOT PGP 611 sets forth specific requirements regarding the percentage of right-turn

traffic that should be "counted" towards meeting the minor leg volume. Paraphrased from PGP 611, the ability of traffic to make right-turns on red may reduce the benefit realized from a traffic signal if one is installed. Therefore, the effect of right-turn vehicles from minor street approaches should be considered when volume warrants are applied. In order to adjust the right-turn volume, only vehicles that exhibit a stopped-delay in excess of 5 seconds should be considered in the minor street warrant volume. As the NB approach to Woody Mtn. is approximately 97% right-turning vehicles in the peak hours, this is an important consideration. It is common in the early stages of reviewing an intersection to utilize a 50% reduction to the right-turning volume from the minor street. Work completed by this office in the Flagstaff area on intersections with reasonably similar mainline volumes to the estimated build-out condition would indicate the percentage of right-turning traffic that exceeds 5 seconds of stopped-delay is 30-35% in the peak hours – falling considerably outside of the mainline peak hours.

2. Table 7 appears to utilize incorrect eight, fourth, and peak hour volumes in the warrant comparison. Please check.
3. Table 7. The analysis has chosen to utilize 2 lanes for the major street approach and 2 lanes for the minor street approach. The Warrant 2, Four-Hour vehicular volume (70% factor) minor street threshold of 80 does not seem correct – it would appear the minor street warrant is 106 obtained through formula.
4. Table 7. Please check – it appears from a revised Table 5 – the peak hour would be 764 and 237 rather than 751 and 237. The Warrant 3, Peak Hour volume (70% Factor) minor street threshold would be 228.
5. Conclusion first paragraph needs to be updated fully from previous report.
6. Hourly shopping center volumes have rounding errors.

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a public hearing on Wednesday, September 24, 2014 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, October 21, 2014, at 6:00 p.m. to consider the following:

A. Explanation of Matters to be Considered:

1. A proposed amendment to the official City of Flagstaff zoning map to rezone property from RR, Rural Residential to MR, Medium Density Residential Zone (33.33 acres) and HC, Highway Commercial Zone (3.60 acres), for the area described in Part B below.

B. General Description of the Affected Area:

Approximately 36.93 acres located at the northeast corner of Route 66 and Woody Mountain Road, Coconino County Assessor's Parcel Number 112-01-019, located in the NE 1/4 SE 1/4 Section 19, T21M, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

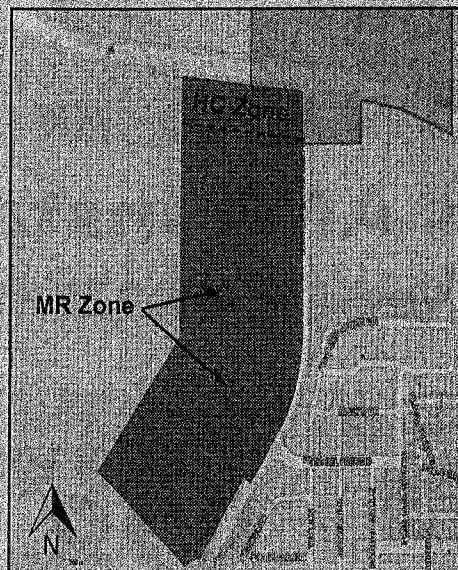
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed annexation and rezoning or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed annexation and rezoning are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED ZONING MAP AMENDMENT

From RR, Rural Residential Zone to MR Medium Density Residential Zone and HC Highway Commercial Zone



ADDRESS: 2701 Woody Mountain Road

APN: 112-01-019

ACRES: Approximately 36.93 Acres

FOR FURTHER INFORMATION, PLEASE CONTACT:

Tiffany Antol
Planning Development Manager
Planning & Development Services Div.
211 West Aspen Avenue
Flagstaff, Arizona 86001

928-213-2608

Email: tantol@flagstaffaz.gov

Publish: September 7, 2014



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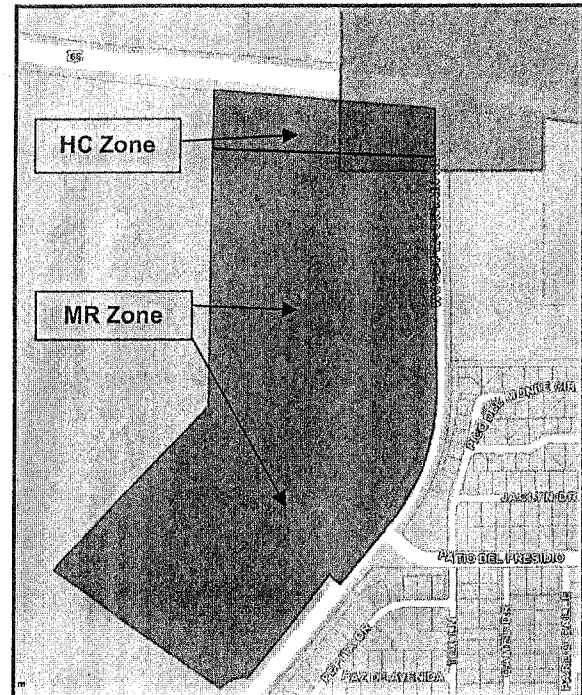
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ADDRESS: 2701 Woody Mountain Road
APN: 112-01-019
ACRES: Approximately 36.93 acres
City of Flagstaff, Coconino County



For further information, please contact:

Tiffany Antol
Planning Development Manager
Planning & Development Services Div.
211 West Aspen Avenue
Flagstaff, Arizona 86001

928-213-2608
Email: tantol@flagstaffaz.gov



Mail: September 5, 2014

CITIZENS PARTICIPATION PLAN REPORT
for
REZONING AND ANNEXATION

A REQUEST FROM ASPEN HEIGHTS FOR A 33.33 ACRE 224 UNIT COTTAGE STUDENT
HOUSING COMPLEX AND 3.60 ACRES OF HIGHWAY COMMERCIAL REZONING AND
3.14 ACRE ANNEXATION, LOCATED ON ASSESSOR PARCEL 112-01-019, 2701 S.
WOODY MOUNTAIN ROAD

Aspen Heights has submitted to City of Flagstaff a request to rezone 37 acres to MR, Medium Density Residential and HC, Highway Commercial zones. The parcel is currently zoned RR, Rural Residential, 5 acre minimum lot size. The parcel has a Regional Land Use and Transportation Plan, (RLUTP), designation of Mixed Use. The parcel would be rezoned to MR, 33.33 acres,, Medium Density Residential zone and 3.60 acres of HC. 3.14 acres currently in the County will be annexed in to the City.

PHONE CALL LOG

3/20/14 Barry McEldoney, 226-1646 called asking about project. He lives in Equestrian Center. Explained the project, he was just curious, no concerns were voiced.

3/20/14 Anthony Williams called, saw sign. Where is project, what etc. explained along WMR and 66, mainly curious, no concerns. He lives in Equestrian Center.

MEETING REPORT

Charlie Vatterott of Aspen Heights and Kent Hotsenpiller presented the project. Seven attendees were present at the Citizen's Participation Meeting on Thursday, March 27, 2014, 5:30 pm, at Mogollon Engineering and Surveying office, 411 W. Santa Fe Ave., Flagstaff, AZ, 86001. A description of the project was presented with Site Plans, architectural drawings and Aspen Heights information. We explained the type and number of units and the focus of Aspen Heights and student housing. The rezoning, annexation and site planning process was outlined so attendees will know when Public Hearing is scheduled for Planning and Zoning commission and City Council. A question and answer session followed.

J.P. Pakula had questions for Aspen Heights and closing date as he has some financial interest in the property if they do not.

Jarez Bohin was from the Lumberjack newspaper and was there to report.

Brian Wilson is the president of the Equestrian Estates Property Owners Association and was there for information. He raised a question about student parties in the forest around their subdivision. It was explained that is an enforcement issue, Aspen Heights has no control once the students leave the premise.

Christian Luginbuhl had many questions about site lighting and whether residential would generate more light than commercial development. Discussions followed on the dark skies ordinance.

No attendees expressed opposition to the rezoning and annexation requests. After discussion the meeting ended at 6:50

CITIZENS PARTICIPATION PLAN
for
REZONING AND ANNEXATION

A REQUEST FROM ASPEN HEIGHTS FOR A 33.33 ACRE 224 UNIT COTTAGE STUDENT
HOUSING COMPLEX AND 3.60 ACRES OF HIGHWAY COMMERCIAL REZONING AND
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The meeting will be held on Thursday, March 27, 2014, 5:30 pm, at Mogollon Engineering and Surveying office, 411 W. Santa Fe Ave., Flagstaff, AZ, 86001. A description of the project will be presented. The process will be outlined so attendees will know when Public Hearing is scheduled for Planning and Zoning commission and City council. A question and answer session will follow. This will allow any neighborhood concerns to be identified and addressed prior to submission to the Planning and Zoning Commission. Concerns raised will be reported to the Community Development Department in a Citizen's Participation Plan report to be submitted with the Rezoning and Annexation applications.

Questions about this meeting should be directed to Kent Hotsenpiller, Mogollon Engineering and Surveying, 411 W. Santa Fe, Flagstaff. 928-214-0214 phone and email mogollon99@aol.com.

Tiffany Antol

From: Christian Luginbuhl [starlightcbl@msn.com]
Sent: Thursday, September 04, 2014 5:33 PM
To: Tiffany Antol
Cc: Chris Luginbuhl work; Paul Shankland; hch@nofs.navy.mil; Fred Vrba
Subject: Aspen Crossing lighting discussion

Hello Tiffany.

I have reviewed the potential lighting impacts from the property APN 112-01-019, located at the SW corner of West Rte 66 and Woody Mtn Rd, as we discussed last week, and come to the conclusions described below. I am pleased to discuss the topic with you after you have reviewed this material, and discuss the way forward.

As a preamble, you will note that following the current Lighting Zone 1 light pollution management approach (that used when establishing the Lighting Zone 1 standards in 1989), i.e. that properties zoned (in 1989) for commercial/industrial/multi-family residential uses would use the full code allowance of 25,000 lm/ac, while other properties zoned for residential uses in Lighting Zone 1 (including RR and G) would be so developed, or if rezoned would use no more lighting than if developed under current zoning, leads to a very low lighting amount. Though this "approach" is not described in detail in any Flagstaff or Coconino County planning documents, this is the approach underlying the determination of the code standards in Flagstaff and Coconino County lighting codes in 1989, as discussed at length in 1988 and 1989 with the developers of the former Yellow Freight property (now Waste Management), county and city planners, and county and city planning commissions/council/Board of Supervisors. It has continued to underlie all US Naval Observatory interactions regarding rezoning requests in Lighting Zone 1 since 1989, and been stated at many occasions during the development of both the Regional Plan 2001 and 2030 versions. The current and former Regional Plan statements regarding assessing dark sky impacts of rezoning are getting at the same issue, or the words have no meaning.

The standards were set such that, at build-out in Lighting Zone 1, the U.S. Naval Observatory would expect a 30% increase in sky brightness. This is equivalent to a nearly 70% loss of telescope efficiency for observations of the faintest sources in the visible part of the light spectrum affected by outdoor lighting. We feel this is more than compromise enough. And the zoning in place as of 1989 included in excess of 160 ac of commercial/industrial property.

ANALYSIS

Subject property:

Total acreage: 36.94 acres
Flagstaff/RR zoning: 33.8 acres
Coconino County/G zoning: 3.14 acres

Expected lighting under current zoning:

Flagstaff/RR zoning: 33 single-family residences at 604 lm per house = 19,932 lm

Coconino County/G zoning: one single-family residence at 604 lm per house = 604 lm

Total lumen output: 20,536 lm

Note: The current Lighting Code allows 10,000 lm/house (10 klm/house), so total of 330 klm, but this was never expected to be the amount needed or used, but rather a high cap to avoid interference/regulation of the majority of residential development yet provide recourse for exceptional overuse. Also, it is recognized that houses, unlike multi-family or commercial or industrial developments, have more lighting installed than is typically used all night. A survey of about 100 homes in the Flagstaff area shows an average use of 604 lm per house (that is, an estimate of the actual average amount of light left on all night at homes).

Allowed / expected lighting under proposed rezoning:

 $36.94 \times 25,000 \text{ lm per acre} = 923,500 \text{ lm}$

=====

As you can see, this represents a dramatic increase in impacts - $923,500/20,536$ or almost 45x increase. This development alone, let alone the potential rezoning of substantial other areas nearby (approximately 200 ac), will dramatically degrade the US Naval Observatory dark sky conditions. It is critical that this be recognized, and specific policy be established to address the original balance and purpose of the lighting codes and local planning documents. I do not think it is over-dramatic to state that the future of the Naval Observatory dark sky conditions hinges on decisions made for this project.

US Naval Observatory Flagstaff Station suggestion concerning rezoning conditions:

Based on this analysis, to maintain effective management of the US Naval Observatory's dark sky resource, we request that a condition of rezoning be applied to limit the lighting use on the property after rezoning to that expected under the current zoning, or a total of 20,536 lm.

We note that per Section 10-50.70.050.C.2 of the Flagstaff Zoning Code, lighting installed under canopy or roof overhangs and 5 feet or more from the nearest canopy or roof edge count toward this cap at 10%-25% of the lamp rated output, so the actual lighting installed on the site could be 4-10x larger than 20,536 if the architectural details can accommodate canopies or overhangs of this size.

Best regards,

Chris

Christian B Luginbuhl
US Naval Observatory Flagstaff Station

PS - I am sending this from my private email account as I am out of town through Friday.

To Whom it may concern:

I am writing in regards to the rezoning of the section of land along Woody Mountain Road and Route 66. I am in favor of the rezoning. I just want to make sure that the planning takes into account the use of Woody Mountain Road by the large number of WL Gore employees who commute to the cluster of buildings along Kiltie Lane. The left hand turn off of Route 66 on to Woody Mountain Road can be tricky, especially for those of us who commute by bike. Please take our use of the road into consideration as the plans for the development are made. It has been a fairly quiet and safe road to bicycle along and it needs to remain safe for riders.

Sincerely,
Mark Spinti



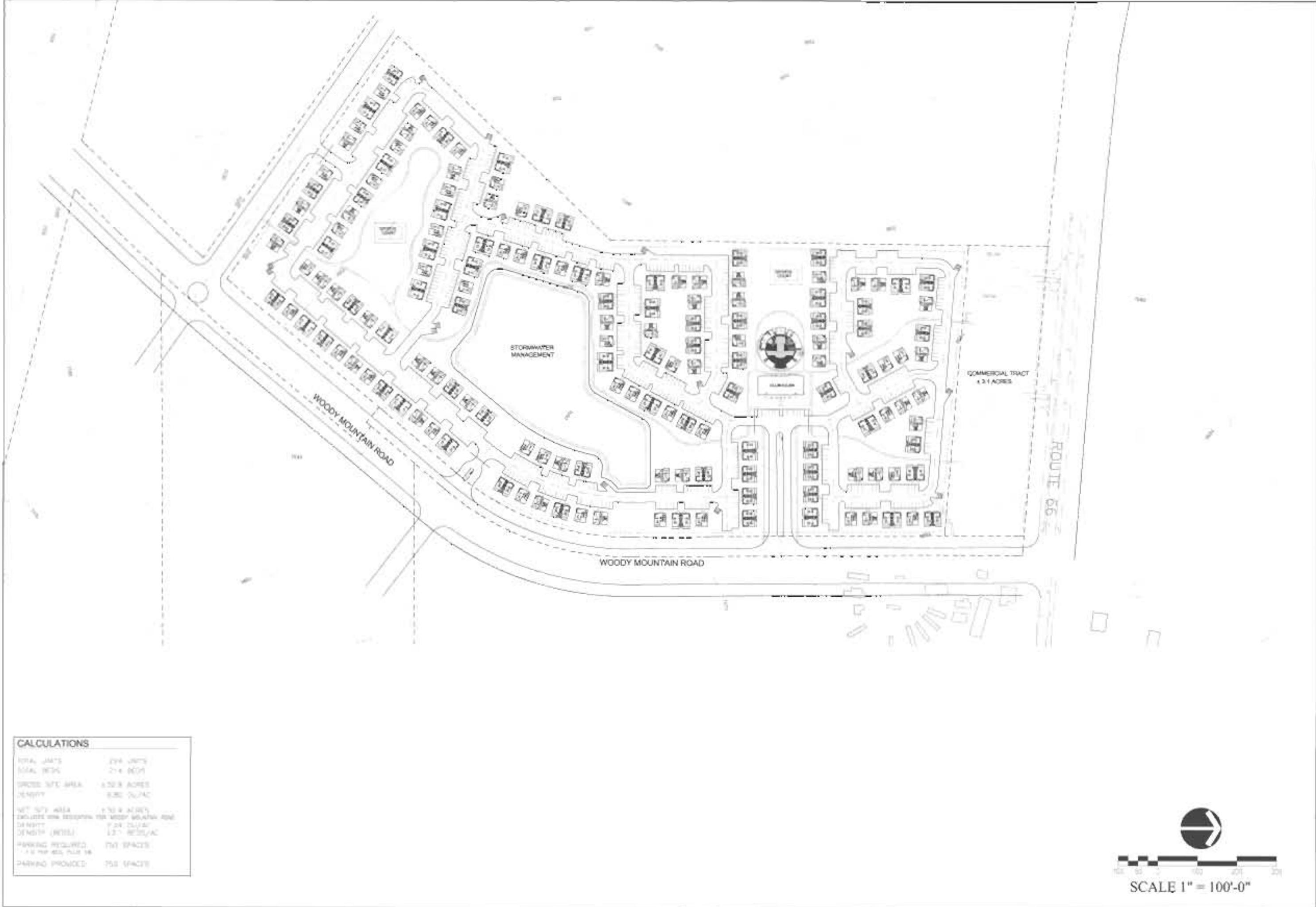
LEE
AND ASSOCIATES

1007 W. WILSON STREET
SUITE 100
FLAGSTAFF, ARIZONA 86001
(928) 774-4477
www.leeandassociates.com

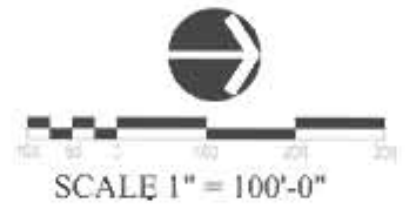
Revision Block		Comments	
No.	Date		

DATE: 6-11-2013	PROJ. NO: 1256	FILE NAME: 1256 BASE 1

FLAGSTAFF STUDENT
FLAGSTAFF, ARIZONA
CONCEPTUAL SITE PLAN



CALCULATIONS	
TOTAL UNITS	294 UNITS
TOTAL BEDS	214 BEDS
GROSS SITE AREA	4.523 ACRES
DENSITY	6.50 U/A
NET SITE AREA	1.512 ACRES
EXCLUDES: 3.011 ACRES (1.512 ACRES x 2.0)	
DENSITY	7.24 U/A
DENSITY (BEDS)	13.7 BEDS/AC
PARKING REQUIRED	750 SPACES
1.5 PER BED, PLUS 10	
PARKING PROVIDED	750 SPACES



CONCLUSION:
FOOTPRINT FINAL DESIGN WILL INCLUDE THREE
CHANGING INTERCONNECTED STORMWATER DETENTION
BASINS AND A CUL DE SAC FOR RETENTION AND STORAGE
- BASEWILL BE APPROX 7'
WITH THE CAPABILITY TO STORE 100,000 GALS. AS
A STORM WATER PLEASANT VOLUME REDUCTION
TECHNIQUE. NO CONSIDERABLE DRAINAGE IMPACT



NEW, 2000
EACH \$1.99

CONCEPT PLAN
RESOURCE PROTECTION PLAN
FOR
FOR ASPEN HEIGHTS
STUDENT HOUSING

LOCATED IN SECTION 19,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

PROJECT INFORMATION

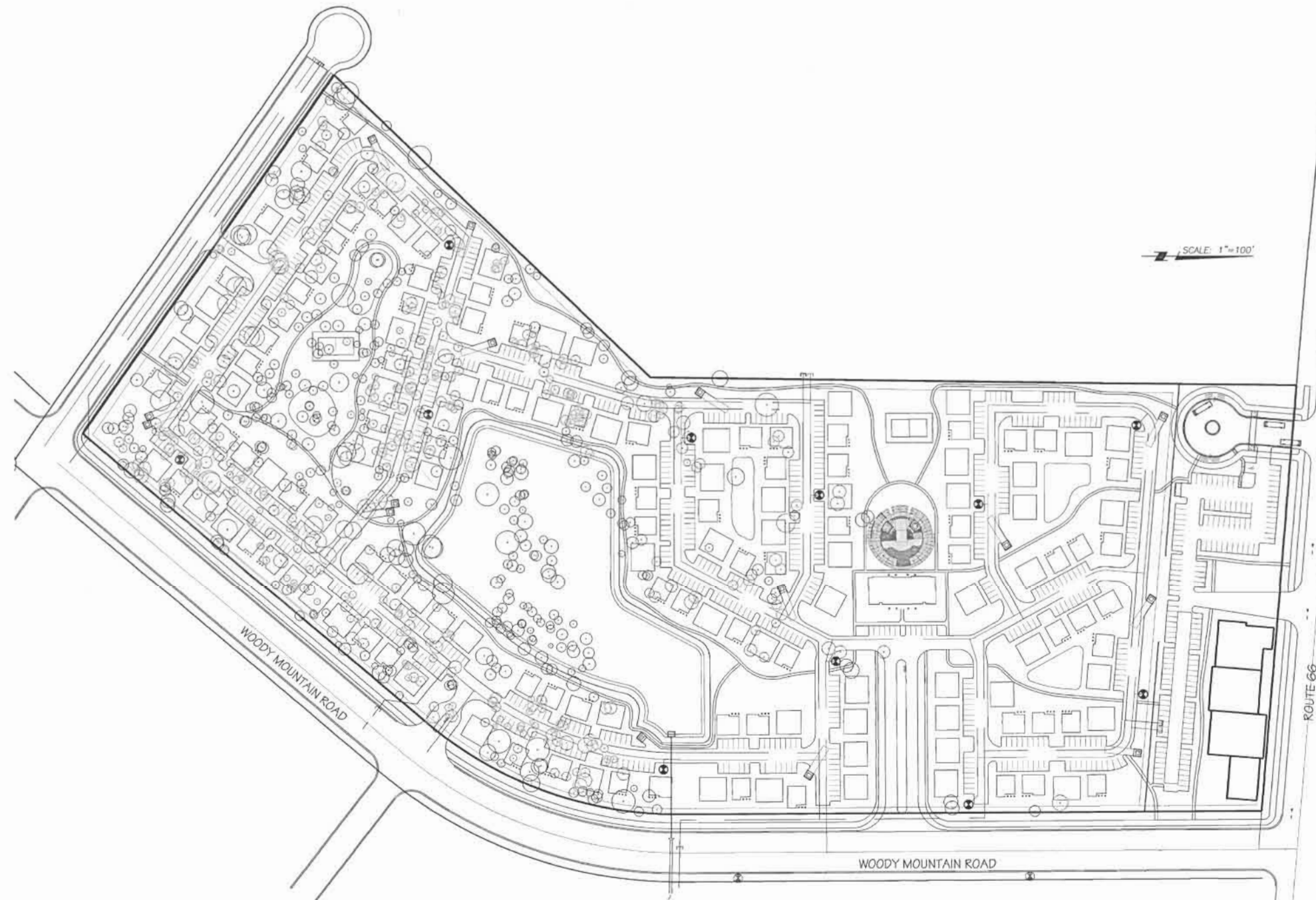
PROJECT NAME: ASPEN HEIGHTS
STUDENT HOUSING
PROJECT LOCATION: 2701 S. WOODY MOUNTAIN RD
FLAGSTAFF, AZ 86001
LATITUDE: 35° 11' 11" N
LONGITUDE: 111° 41' 28" W
AFN NUMBER: 112-01-019
R.L.U.T.P. DESIGNATION: MIXED USE
CURRENT ZONING DISTRICT: RR
PROPOSED ZONING DISTRICT: MK & HC
CURRENT USE: VACANT
PROPOSED USE: STUDENT HOUSING
OWNER/DEVELOPER: ASPEN HEIGHTS
1301 S. CAPITAL OF TEXAS HWY, SUITE B-201
AUSTIN, TX 78746



Tree Survey was performed in March
of 2014. Information shown hereon is
true and correct to the best of my
knowledge.

SHEET NO. 1 OF 1

COF PROJECT # N/A



RESOURCE PROTECTION

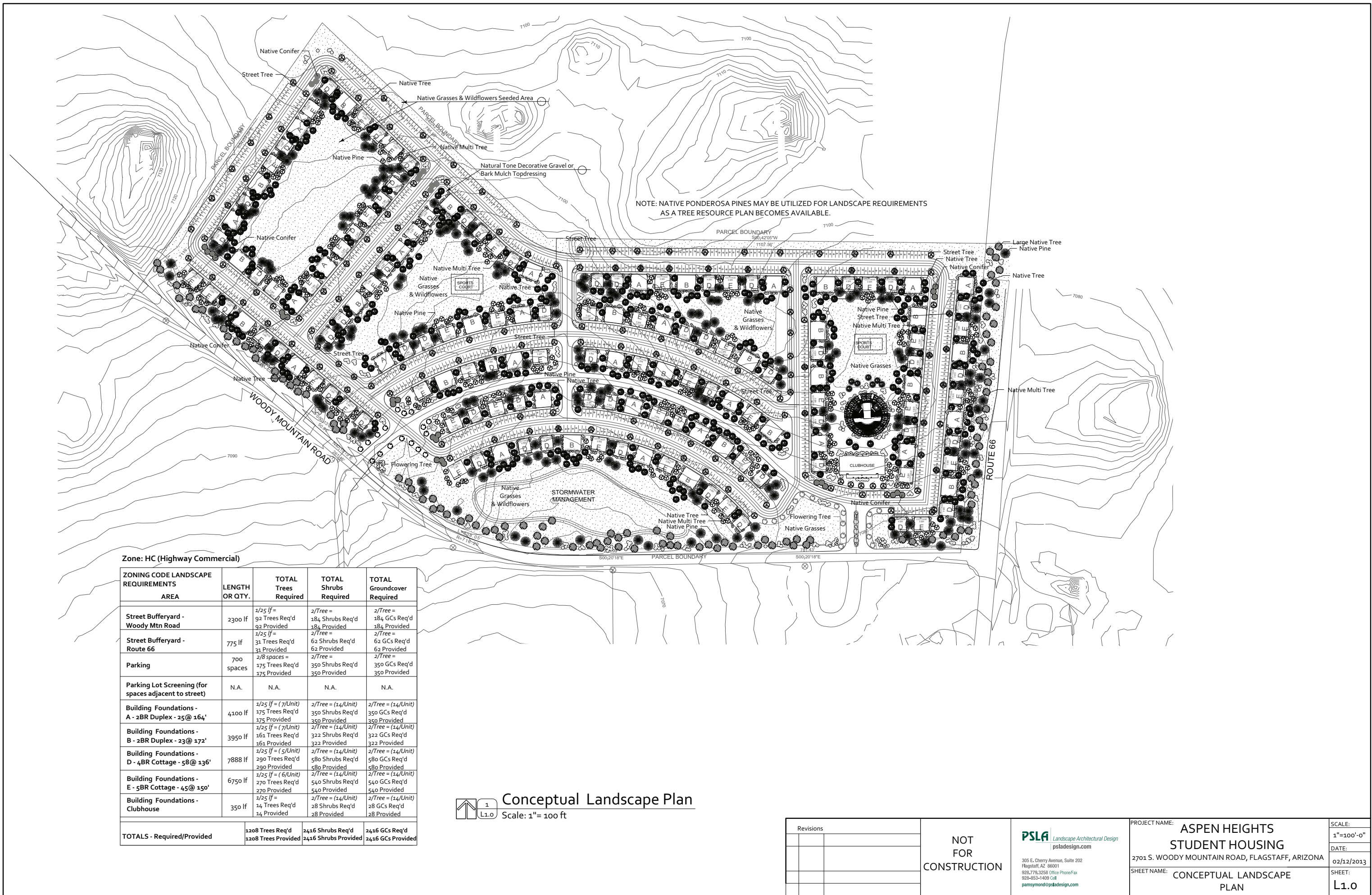
TREE SAVED (typ.)

TREE REMOVED (typ.)

EXISTING TREES
1-POINT = 82 = 82 points
2-POINT = 396 = 792 points
4-POINT = 126 = 744 points
8-POINT = 90 = 720 points
20-POINT = 23 = 590 points
2296 points existing
150% = 1498 points
5% reduction for Civic Space
46% resource protection factor = 1312 points

SAVED TREES
1-POINT = 28 = 28 points
2-POINT = 193 = 386 points
4-POINT = 89 = 340 points
8-POINT = 48 = 384 points
20-POINT = 19 = 360 points
1498 points existing
51.37% RESOURCE PROTECTION FACTOR

NO SLUPE OR RURAL FLOODPLAIN RESOURCES EXISTING
ON-SITE



ORDINANCE NO. 2014-31

AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 36.94 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF ROUTE 66 AND WOODY MOUNTAIN ROAD, FROM RURAL RESIDENTIAL ("RR") TO HIGHWAY COMMERCIAL ("HC") FOR 3.6 ACRES, AND TO MEDIUM DENSITY RESIDENTIAL ("MR") FOR 33.33 ACRES.

RECITALS:

WHEREAS, the Applicant, York Breckenridge GP, LLC for Aspen Heights Mixed-Use Development has applied for a Zoning Map amendment of approximately 36.94 acres of real property located within the City of Flagstaff, a legal description of which is designated as **Exhibits "A" and "B,"** attached hereto and incorporated by this reference, from "RR" Rural Residential to "HC," Highway Commercial, for 3.6 acres and "MR," Medium-Density Residential, for 33.33 acres, for purposes of developing a mixed-use student-housing project with cottage-style living and commercial development; 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 September 24, 2014, and 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. The subject property shall be developed in substantial conformance to the Concept Plan submitted by the Applicant, consistent with the uses including the density and intensity and general layout approved by the Inter-Division Staff (IDS) on August 25, 2014 and as presented to the Planning and Zoning Commission with this amendment request except as modified herein.
2. Development of the MR zone shall be limited to the number of units (224) and beds (714) identified in the Zone Change Plan and used for the preparation of all impact analysis.
3. Development of the HC zone shall include 20,000 square feet of general service/retail/office or mixed-use development.
4. Per the acceptance of the Traffic Impact Analysis prepared for this project, both vehicular and non-vehicular access shall be provided between the proposed student-housing project and the proposed commercial development as well as pedestrian/bicycle connections to the future development of the vacant land to the west.
5. The Applicant shall enter into a Development Agreement with the City to, address at a

minimum the proportional-share contribution of the signalized intersection of Route 66 and Woody Mountain Road, off-site sewer improvement requirements, on-site water/sewer modifications, roadway/edge improvements and a management-operation plan.

6. At the time of site plan submittal, the Applicant shall provide a minimum of fifteen percent (15%) of the lot area as open space and a minimum of five percent (5%) of the lot area as civic space.
7. Outdoor lighting shall be extinguished at the close of business except for security lighting no further than 50 feet from the entrance to any building.
8. If the residential development is operated as a rooming and boarding facility, a conditional-use permit shall be reviewed and approved by the Planning and Zoning Commission.
9. Site plan review and approval by staff for the residential and commercial developments is required to assure that all conditions, requirements and terms that are included in the Zoning Map Amendment Ordinance and Development Agreement are accomplished.
10. The Applicant will work with the dark skies community to minimize the impact on the observatories and to come up with conditions for the Development Agreement to achieve those results.

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 any and all statements made by the Applicant and its representatives or agents at City Council meetings; and

WHEREAS, staff recommends approval of the Zoning Map amendment application, subject to the conditions proposed above, and the Council has considered the conditions and has found them to be appropriate for the site; and

WHEREAS, the Council finds that the proposed Zoning Map amendment with the above conditions will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity;

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The zoning map designation for 33.33 acres of the subject property is amended to "MR" Multi-Family Residential" and the zoning map designation for 3.6 acres of 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.

SECTION . This Ordinance shall be effective thirty (30) days after the effective date of Ordinance No. 2014-30.

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

EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; The Point of Beginning;

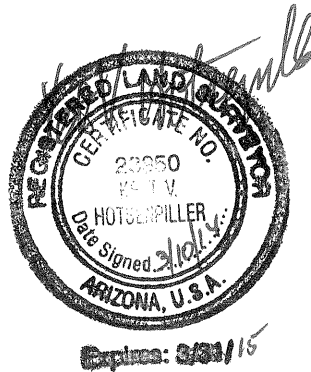
Thence South $85^{\circ}15'51''$ East along said north boundary a distance of 782.96 feet to the northeast corner of Instrument 3546194 which is a point on the centerline of Woody Mountain Road;

Thence South $00^{\circ}18'32''$ East along said centerline a distance of 200.55 feet;

Thence North $85^{\circ}16'49''$ West a distance of 786.49 feet to a point on the west line of said parcel;

Thence North $00^{\circ}42'05''$ East along said west line a distance of 200.49 feet to the True Point of Beginning;

Said Parcel contains 156,857 sq. ft. or 3.60 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



HC zone

City File Number _____

Descriptive Title _____

Mogollon Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

SCALE: 1"=100'

Found 1/2" Rebar w/
Plastic Cap illegible
Melted

NW corner
Ins. 3546194
500°42'05"W
200.49'

U.S. HIGHWAY 66

N85°15'51"W
782.96'

South R.O.W. Hwy 66

HC
156,857 sq.ft.
3.60 acres

N85°16'49"W
786.49'

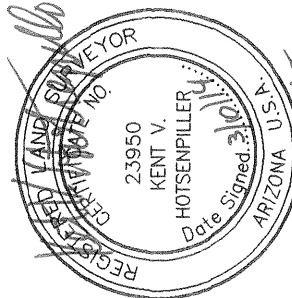
INSTRUMENT 3546194

Found 1/2" Rebar
Bent

NE corner
Ins. 3546194

N00°18'32"W
200.55'
Future
Right-of-Way

WOODY MOUNTAIN
ROAD



Survey was performed in March of 2014.
Information shown hereon is true and
correct to the best of my knowledge.

Expires on 3/31/15

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

DATE: 3/10/14

Mogollon
ENGINEERING &
SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B
HC REZONING
MAP

EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; thence South $00^{\circ}43'13''$ West along the west boundary of Ins. 3546194 a distance of 200.49 feet to the Point of Beginning;

Thence continue South $00^{\circ}43'13''$ West along said west boundary a distance of 906.95 feet;

Thence South $43^{\circ}44'41''$ West along said west boundary a distance of 785.39 feet to the southwesterly corner of Ins. 3546194;

Thence South $54^{\circ}53'44''$ East along the south line of Ins. 3546194 a distance of 708.86 feet to a point on the existing Right-of-Way line of Woody Mountain Road and which is the beginning of a non-tangent curve to the right, having a radius of 93.00 feet, and to which a radial line bears North $55^{\circ}10'12''$ West;

Thence northerly along said curve a distance of 103.66 feet through a central angle of $63^{\circ}51'49''$ to a point which is the beginning of a non-tangent curve to the left, having a radius of 5,679.58 feet, and to which a radial line bears South $49^{\circ}08'23''$ East;

Thence northeasterly along said curve a distance of 108.49 feet through a central angle of $01^{\circ}05'40''$;

Thence North $39^{\circ}45'57''$ East a distance of 350.56 feet;

Thence South $50^{\circ}14'03''$ East a distance of 50.00 feet to a point which is on the centerline of Woody Mountain Road;

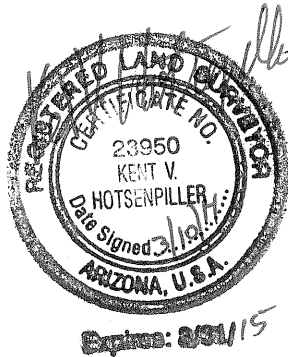
Thence North $40^{\circ}18'44''$ East along said centerline a distance of 261.50 feet to a point which is the beginning of a curve to the left having a radius of 716.18 feet;

Thence northeasterly and northerly along said centerline along said curve a distance of 507.99 feet through a central angle of $40^{\circ}38'26''$;

Thence North $00^{\circ}18'32''$ West along said centerline a distance of 791.72 feet;

Thence North $85^{\circ}16'49''$ West a distance of 786.49 feet to the True Point of Beginning;

Said Parcel contains 1,451,992 sq. ft. or 33.33 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



MR zone

City File Number _____

Descriptive Title _____

Mogollon Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

MR RZONING MAP

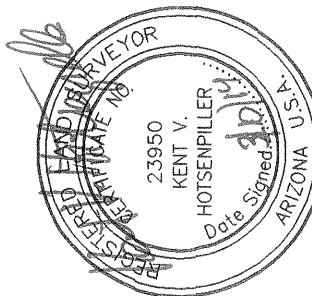
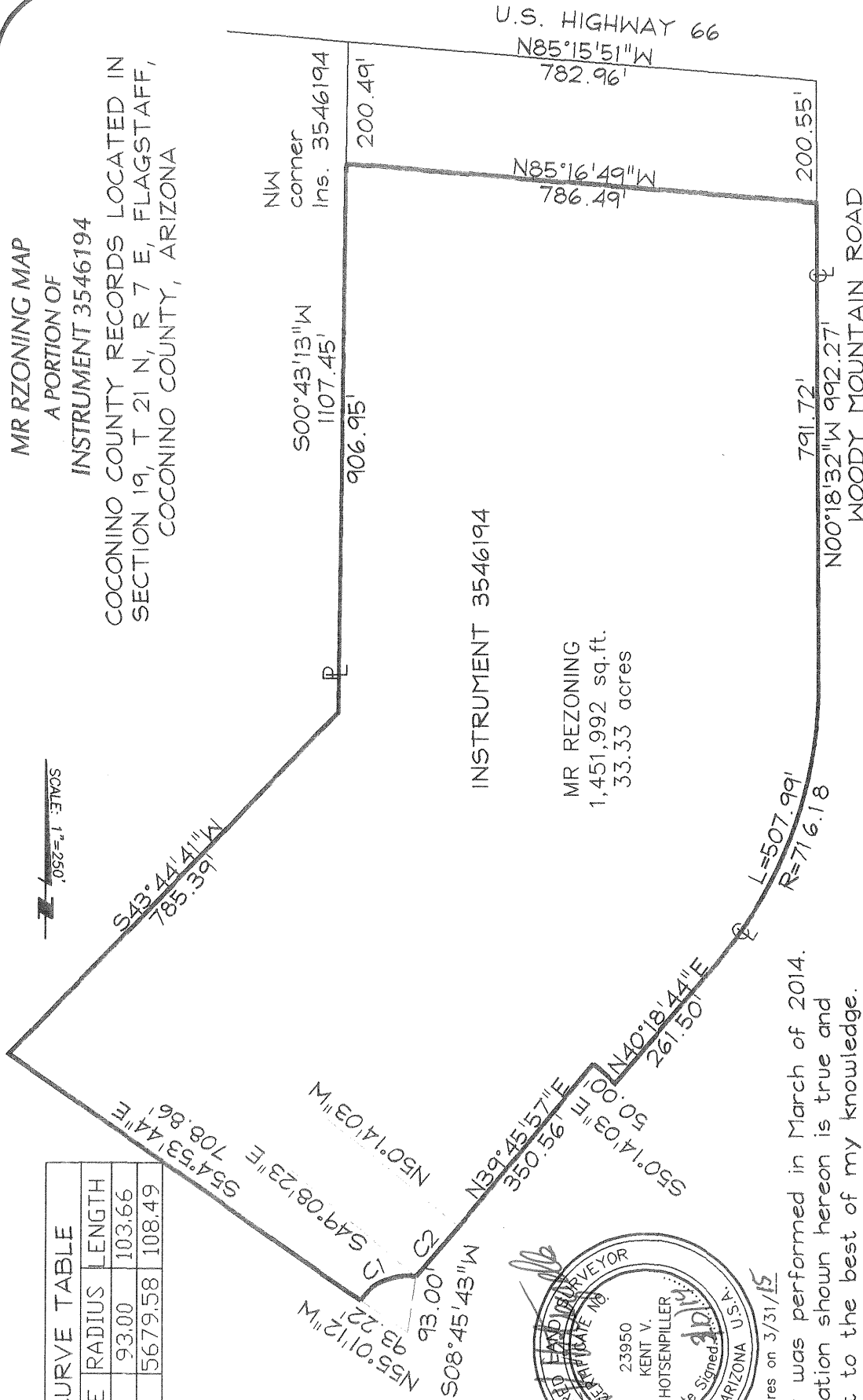
A PORTION OF

INSTRUMENT 3546194

COCONINO COUNTY RECORDS LOCATED IN
SECTION 19, T 21 N, R 7 E, FLAGSTAFF,
COCONINO COUNTY, ARIZONA

SCALE: 1"=250'

CURVE TABLE		
CURVE	RADIUS	LENGTH
C1	93.00	103.66
C2	5679.58	108.49



Expires on 3/31/15

Survey was performed in March of 2014.
Information shown hereon is true and
correct to the best of my knowledge.

HORIZONTAL SCALE: 1"=250'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

DATE: 3/10/14

Mogollon
ENGINEERING & SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B
MR RZONING
MAP

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Roger Eastman, Zoning Code Administrator
Date: 10/14/2014
Meeting Date: 10/21/2014



TITLE:

Public Hearing, Consideration and Adoption of Resolution No. 2014-35 and Ordinance No.

2014-27: Public hearing to consider proposed amendments to Flagstaff Zoning Code Chapter 10-50 (Supplemental to Zones), specifically Division 10-50.100 (Sign Standards), and related amendments to Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions), and Chapter 10-90 (Maps); consideration of Resolution No. 2014-35 declaring the proposed amendments as a public record; and adoption of Ordinance No. 2014-27, adopting amendments to Flagstaff Zoning Code Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-50 (Supplemental to Zones), specifically Division 10-50.100 (Sign Standards), Chapter 10-80 (Definitions), and Chapter 10-90 (Maps), by reference.

RECOMMENDED ACTION:

At the Council Meeting of October 21, 2014

- 1) Hold public hearing
- 2) Read Resolution No. 2014-35 by title only
- 3) City Clerk reads Resolution No. 2014-35 (if approved above)
- 4) Read Ordinance No. 2014-27 for the first time by title only
- 5) City Clerk reads Ordinance No. 2014-27 for the first time by title only.

At the Council Meeting of November 3, 2014

- 6) Adopt Resolution No. 2014-35 (declaring a public record)
- 7) Read Ordinance No. 2014-27 for the final time by title only
- 8) City Clerk reads Ordinance No. 2014-27 by title only (if approved above)
- 9) Adopt Ordinance No. 2014-27

Policy Decision or Reason for Action:

The Council held three work sessions in 2014 to discuss the need for, and provide direction on, possible amendments to the Sign Standards (Division 10-50.100) of the Flagstaff Zoning Code. These amendments are now presented to the Council for review and adoption.

Financial Impact:

Council's possible adoption of the proposed amendments to the Sign Standards will not have a financial or budgetary impact on the Comprehensive Planning and Code Administration Program's budget. Later this year a proposal to amend the City's fee schedule will be presented to the Council for review and possible adoption. Proposed amendments to the fee schedule will establish a sliding fee for sign permits based on the area and complexity of the sign, rather than the flat fee charged now regardless of sign area and the time required for the permit's review.

Connection to Council Goal and/or Regional Plan:**COUNCIL GOALS:**

11. Effective governance

REGIONAL PLAN:

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

The proposed amendments support this goal by ensuring the aesthetic beauty of the City's natural and built environment is protected (Purpose statement B.5).

Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image."

The proposed amendments to the sign standards streamline, simplify, and improve the standards to provide flexibility and maintain a positive community image, while supporting the needs of business owners.

Has There Been Previous Council Decision on This:

The Council has held three work sessions to provide direction to staff on proposed amendments to the Sign Standards - April 11th, May 12th, and July 8th. Council also held a meeting/work session on October 14th.

Options and Alternatives:

Please refer to the Expanded Options and Alternatives below.

Background/History:

Since the adoption on November 1, 2011 of the Flagstaff Zoning Code by the City Council, planning staff, as well as staff that work with the Zoning Code on a regular basis (i.e. from the engineering, traffic, stormwater, housing, or legal sections/divisions), have documented sections of the Code where possible amendments would be required. Ideas for amendments submitted by Flagstaff residents have also been received and are being compiled with staff's suggested revisions into a comprehensive document of suggested revisions to the Code.

In a work session on April 11, 2014 the Council prioritized amendments to Division 10-50.100 (Sign Standards) over other needed changes to the Zoning Code. All other proposed amendments to the Zoning Code will be forwarded to the Planning and Zoning Commission and Council later this year or in early 2015. At a subsequent work session held on May 12, 2014 the Council provided specific suggestions and direction on where amendments were needed. Ultimately in a work session on July 8, 2014 the Council confirmed that draft amendments prepared by staff were consistent with their direction, and requested that the final amendments were to be presented for review and adoption as soon as possible.

Key Considerations:

The amendments proposed to the City's sign standards attached to Resolution No. 2014-35 are based on direction from the Council at the work sessions on July 8, 2014 and October 14, 2014.

A report describing the proposed amendments as recommended for approval by the Planning and Zoning Commission is attached. This report provides a detailed overview of the more significant amendments warranting further explanation.

The memo to Council dated October 8, 2014 and the Track Changes version of most of the draft amendments that shows the majority of new text in underline and text to be deleted in-strikeout have not been included with this Staff Summary as they were previously provided to the Council for the October

14th meeting.

Also attached to this report is an updated table that summarizes the more significant changes to Division 10-50.100 (Sign Standards) based on whether a proposed change is more restrictive or less restrictive, or if it is proposed for deletion. A new column to the far right of the table describes the intention behind the proposed amendment and its source, i.e. Council or staff. The table also includes more detail on standards that are proposed to be increased or decreased, and any subjective statements have been removed. All changes are made in Track Changes format.

Follow-up from October 14th Meeting

During the October 14th public meeting the Council provided direction to staff on where certain changes to the amendments to City's Sign Standards were necessary. Also, additional supporting information in the form of tables, photographs, and/or illustrations was requested. A summary and description of these changes follows (note that the page number referred to below is the page number in the Amendments attached to Resolution No. 2014-27):

Page 50.100-8: Section 10-50.100.020 (Applicability), D (Exemptions) #11, Nonstructural Modifications and Maintenance: Amend paragraph b. so that face changes for all existing non-illuminated signs are exempt, regardless of whether they are conforming or nonconforming signs.

Page 50.100-18: Section 10-50.100.050 (General Requirements for All Signs), C (Sign Illumination) #2, Internally Illuminated Sign Standards: Amend paragraph a. to also include yellow as a background color that is not permitted.

Page 50.100-33: Table 10-50.100.060.H (Standards for Freestanding Signs): Under the section the "Street Type" sub-heading of this table add an End Note #3 which refers to the Nonconforming Signs Section (Section 10-20.60.110).

Page 50.100-63: Table 10-50.100.100.A (Standards for Building Mounted Signs in Flagstaff Central District): Correct the third row "Number of Signs" to read as "Number of Building Entries + 1" to be consistent with the current standard for number of signs per business in the Central District (i.e. two signs) and the approach established in this table for determining the total amount of sign area for a building.

Page 50.100-86: Section 10-80.20.020 (Definitions, "B."): Correct the definition of "building entry zone" to include a route between the primary building entrance and an associated parking area on a walkway.

Page 50.100-91: Section 10-20.40.130 (Sign Permits – Temporary Signs), D (Review and Approval) #1, Application: The alternate text originally suggested by staff under which the responsibility for applying for a temporary sign permit by a business owner has been deleted. After discussing this issue, staff agrees with the Council that there are benefits to having a landlord or property manager act as the agent on behalf of his/her tenants/business owners.

Page 50.100-100: Section 10-20.60.110 (Nonconforming Signs), B. Maintenance, Repairs, Alterations, and Removal. Two significant amendments are proposed in this Section in response to Council's discussion on how best to incentivize the reduction in height and area of existing nonconforming signs. In paragraph 3, staff and the Planning and Zoning Commission suggested that a new freestanding sign may replace an existing nonconforming sign if it is no more than 75% the height and area of the existing nonconforming sign. During the Council discussion on October 14th it was realized that this idea still did not work that well, and it was suggested that staff should explore whether it made sense to apply the percentage to the standard for a new freestanding sign, i.e. 10 feet in height and 40 square feet in area. Staff has conducted this testing, and realized that this solution still did not produce a good result. After thinking about it further, staff suggests that a better solution would be simply create the incentive by allowing an existing nonconforming sign to be replaced with one that is 25% lower and smaller in area than the existing sign. For example, an existing nonconforming Type A freestanding sign has an area of

120 sq. ft. and a height of 22 feet. The Zoning Code only allows a Type A freestanding sign to have an area of 40 sq. ft. and a height of 10 feet. The new sign, therefore, may be $120 \times 25\% = 30$ sq. ft.; $120 - 30 = 90$ sq. ft. in area. The height of the new sign would be determined as $22 \times 25\% = 5.5$ feet; $22 - 5.5 = 16.5$ feet high. If this approach is accepted by Council, then staff recommends that the text in the previous draft that established a sunset date of five years for this provision is no longer necessary because it is beneficial to allow a property owner to use this regulation at any time. The new text inserted into this paragraph also clarifies that any existing nonconforming sign modified in accordance with the provisions of this Subsection will still be considered a nonconforming sign until full compliance with the area and height standards of Section 10-50.100.060 (Permanent Signs) has been achieved.

Staff has also inserted a new paragraph 4 in this Section to clarify what a property owner may do if they have an existing nonconforming freestanding sign. The current sign standards require a property frontage of min. 500 feet on a major arterial to allow the placement of a Type A and a Type B freestanding sign. The proposed code amendments reduce the frontage requirement from 500 feet to 400 feet to make it easier for property owners to erect a Type B sign if they choose to. Staff suggests that new text should be added in this paragraph to clarify a property owners right to remove and or modify an existing nonconforming Type A freestanding sign with a conforming Type A sign so that a new Type B freestanding sign may be erected to the full height and area allowed in Table 10-50.100.060.A (Standards for Permanent Signs by Use). On the other hand, if the property owner chooses to keep the existing nonconforming sign, they are fully entitled to do so, and they could reduce the height and area by 25% to modernize and improve the sign as allowed in paragraph 3 of this Section.

How do the proposed amendments help small business owners?

During the discussion at the October 14th public meeting, some members of the public suggested that the sign code amendments favored corporations over small business owners in the community. Staff has not conducted an exhaustive review of the proposed amendments to determine if they support or hinder small business owners in the City, but offers the following as examples of some of the changes proposed that will make it easier for small business owners to advertise their businesses.

- Painted building mounted signs offer an affordable alternative to individual letter or cabinet signs.
- Standards are provided to allow for more tenant space on freestanding signs.
- The number of signs and the amount of total sign area for a building and an individual business in a multi-tenant building in the Central District has been increased.
- A new standard allows business owners in the Downtown Historic District to place stanchion signs in the furniture zone on the sidewalk to advertise promotional or seasonal sales. Under the current regulations these are prohibited.
- A new standard incentivizes the installation of a corner sign on the corner of a building.
- If a simple face change is proposed in a non-illuminated sign as a result of a change of tenants, no permit and review is necessary.
- The proposed amendments to the Sign Standards are intended to make them simpler, easier to read and understand, and apply.
- Businesses permitted under a Temporary Use Permit have enhanced signage opportunities, including the ability to install directional signs.
- Display boards to advertise daily specials (not limited to bars or restaurants) may be placed outside a business.
- Revised standards for temporary signs ensure greater equity for all businesses.
- Changes to the fee schedule will be proposed (this will be presented to the Council separately) to establish fees based on a sign's size and the complexity of its review, rather than the flat fee in use today.
- Enhanced opportunities for advertising civic and non-profit events are included.

Illustrate how the Sign Code applies to signs facing a freeway (Interstate 17 or 40)

An illustration will be presented to the Council in advance of the October 21st meeting to show the conditions under which building mounted signs may face an interstate freeway.

Update and provide clarification on the signs associated with Dunkin Donuts and Chick-Fil-A.

An update and clarification of the review process for the signs now associated with the building in which Dunkin Donuts is located and Chick-Fil-A located at 1000 S. Milton Road was requested. This property was formerly developed as a gas station (Varsity Gasser) on the northeast corner of S. Milton Road and Riordan Road, and a building most recently used by New Frontiers. After New Frontiers moved to their new location, the building remained vacant for an extended period of time. When the property was redeveloped as the two buildings that exist today (one for Chick-Fil-A and the other for three separate restaurants including Dunkin Donuts) with site plan approval granted on March 12, 2012, staff also processed requests for sign permits. Staff determined that the former freestanding sign used to advertise the New Frontiers store had lost its nonconforming rights as established in Section 10-20.60.110 (Nonconforming Signs) and that it needed to be removed and a new sign erected in its place. The property owner agreed with this determination, and a new sign for Chick-Fil-A was erected in compliance with current sign code standards. Staff also determined that the former Varsity Gasser sign located on the east side of S. Milton Road was a legal nonconforming sign, and that it was entitled to remain in place. This was because the property was never abandoned, and the use was not discontinued for longer than 180 days. Staff nonetheless met with the property owner to determine if she would be interested in removing the existing nonconforming sign structure and to build a new sign that was closer aligned to the architecture of the project. After considering the proposal, she declined arguing that she had the legal right to continue to use the existing sign structure for the tenants in her building. She did agree to add stone to the base of the sign to match the stone work in the building. It is for this reason that the existing nonconforming sign structure was retained and incorporated into the project.

Summary of height and area changes

A summary in more detail of where the increases and reductions in sign standards are proposed was also requested. Staff has included this detail in the updated Summary of Changes to Division 10-50.100 (Sign Standards) - see attached.

Explain enforcement issues with vehicles parked as signs

Section 10-50.100.040.A (Location Restrictions) – Page 50.100-11 – provides revised standards that apply to vehicles intentionally parked to advertise a business. This concept is common in most sign codes in effect across the country, and indeed was included as a prohibition in the former Land Development and is included in the current Zoning Code. However, as written this standard is difficult to enforce as it is not as precise and clear as it could be. For this reason staff researched many other sign codes in effect in Arizona and in the US to determine how the section could be improved. Note that this section of the sign standards is not intended to prohibit the placement of advertising on a vehicle, and neither does it restrict the vehicle's use during the normal daily conduct of the business. However, it does preclude a business owner from intentionally parking a truck or other vehicle as a sign to advertise their business. With this in mind, the amendment requires that when a vehicle is not being used to conduct daily business, it must be parked so as not to be visible from the public right-of-way, or if this is impractical, then it must be parked as far back from the public right-of-way as possible. Examples of vehicles parked intentionally as signs in the City (all of which have received notice from the City that they are in violation) will be provided to the Council in advance of the October 21 st meeting.

Expanded Financial Considerations:

Not applicable.

Community Benefits and Considerations:

The sign standards incorporated within the City's former Land Development Code generally worked reasonably well, although they were poorly written. At the time of the rewrite of the Land Development Code prior to adoption of the current Zoning Code adopted in November 2011, the sign standards were reformatted (e.g. paragraphs of text were consolidated into tables) but the standards themselves were not significantly changed, except with regard to building mounted signs where new placement standards were included, freestanding signs where standards for height and area have been moderately increased, and temporary signs. While Council and staff have heard some criticism of the proposal to

moderately increase the height and area of freestanding signs. the intention behind this proposed increase is to reduce the clutter caused by the prevalence of many temporary signs in the City (many of which are semi-permanent) by allowing better signage opportunities for business owners in a more manageable way on a freestanding sign.

Staff, business owners, Flagstaff residents, and members of the Council soon realized that the sign standards were not effective as they could be, and they still presented issues by being complex in certain areas, hard to read and understand, and prone to inconsistency in interpretation.

The proposed amendments to the Sign Standards attempt to resolve these problems. Standards have been simplified, and unnecessary or duplicative standards have been removed (e.g. Building Mounted Signs). New standards to allow sign types not previously allowed in the current code have been included (e.g. Interpretative Signs). Further the standards have been reformatted so they are more logically organized, text has been simplified, tables have been consolidated, improved illustrations will be inserted, and a document that will be easier to read, interpret, and apply will result.

The amendments to the Sign Standards are, therefore, a benefit to the community as they provide for and support the needs of business owners by establishing simpler, clearer, and more understandable standards that will allow them greater opportunities for advertising and promoting their businesses. Consistent with the Flagstaff Regional Plan though, the proposed amendments will also ensure that the aesthetic beauty of the City's natural and built environment is protected.

Community Involvement:

INFORM, CONSULT, and INVOLVE In a work session on April 11, 2014, the Council directed staff to complete amendments to Division 10-50.100 (Sign Standards) of the Zoning Code as a priority over other amendments to the Zoning Code. In two subsequent work sessions (May 12th and July 8th), Council confirmed that draft amendments prepared by staff were consistent with their direction, and requested that the final amendments were to be presented for review and adoption as soon as possible. Some members of the public participated in these work sessions and provided comment to the Council when invited to do so.

Staff has invited representatives from local sign companies to be involved in the development of the proposed amendments, some of whom participated in meetings with staff at City Hall. The proposed amendments were also presented to such local organizations as Friends of Flagstaff's Future, Northern Arizona Builders Association, Northern Arizona Association of Realtors, and the Flagstaff Chamber of Commerce Economic Development Committee. Staff was also interviewed by KAFF radio on the proposed sign amendments on two occasions before and after the Planning and Zoning Commission's public meeting and public hearing, and on October 15th following the Council's last meeting.

A ¼ page display advertisement was printed in the August 8th and 10th Arizona Daily Sun in advance of an open public meeting at City Hall on August 11th as well as the August 13th Planning and Zoning Commission work session. The open public meeting at City Hall on August 11th was attended by five City residents who provided useful ideas on the proposed amendments, some of which were included in the amendments later presented to the Commission on August 27th.

At the August 13th Planning and Zoning Commission work session three citizens addressed the Commission and provided their perspective on the proposed amendments to the Flagstaff Zoning Code. The commissioners also provided their own opinions on the proposed amendments. As a result of these suggestions, further refinements were made and presented to the Commission on August 27th.

A legal notice was printed in the August 12, 2014 Arizona Daily Sun at least 15 days in advance of the Planning and Zoning Commission's August 27th public hearing as required by the Zoning Code. Three members of the public addressed the Planning and Zoning Commission at their August 27th public

hearing. Following the public comment period and some discussion, the Commission moved to recommend approval of the proposed amendments to the Sign Standards subject to three amendments as listed below:

- Section 10-50.100.020.D. (Exemptions) - Subsection 9; Also include banner signs posted at City recreation facilities.
- Section 10-50.100.060 (Permanent Signs) - Subsection(11); Reinsert the standards to allow for roof mounted signs.
- Section 10-20.60.100 (Nonconforming Signs) - Paragraph B.3 (Maintenance, Repairs, Alterations, and Removal); Change the incentive value from 50 to 75 percent as the threshold to bring an existing nonconforming sign into closer compliance with the sign standards.

In mid/late August staff was able to insert a flyer into a mailing that was delivered to over 8,000 Flagstaff business owners who report sales tax to the City. This flyer was designed to inform recipients of the proposed amendments to the sign standards, tell them about the upcoming City Council public hearing, provide contact information if they had questions or comments on the amendments, and provide a link to the proposed amendments at the Zoning Code webpage - www.flagstaff.az.gov/zoningcode.

The City Council's October 21st public hearing was advertised with a legal notice in the Arizona Daily Sun on October 3rd.

When discussing the proposed amendments to the City's sign standards with stakeholder groups or individuals, staff has been upfront and clear on the scope of the amendments, and has explained when sign height and area increases are proposed or will be reduced, and has also clearly described the proposed changes as they affect the Downtown Historic and Central Districts, and especially, temporary signs. While admittedly turnout has often been low at meetings, staff has gathered useful ideas and suggestions from meeting participants that have been included in the proposed amendments.

Expanded Options and Alternatives:

1. Adopt Resolution No. 2014-35 declaring that the document entitled "2014 Amendments to Chapter 10-50, Supplemental to Zones, Specifically Division 10-50.100, Sign Standards" to be a public record
2. Do not adopt Resolution No. 2014-35 and, therefore, do not declare the proposed amendments to be a public record
3. Adopt Ordinance No. 2014-27 to amend Flagstaff Zoning Code Division 10-50.100 (Sign Standards) with related amendments in Chapter 10-20 (Administration, Procedures, and Enforcement), Chapter 10-80 (Definitions), and Chapter 10-90 (Maps).
4. Modify and adopt Ordinance No. 2014-27 to amend Division 10-50.100 (Sign Standards) with related amendments in Chapter 10-20 (Administration, Procedures, and Enforcement), Chapter 10-80 (Definitions), and Chapter 10-90 (Maps).
5. Do not adopt Ordinance No. 2014-27 and, therefore, make no changes to the existing text in the Zoning Code regarding the sign standards.

Attachments: [Res. 2014-35](#)
 [Ord. 2014-27](#)
 [Updated Summary of Changes](#)

RESOLUTION NO. 2014-35

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA,
DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH
THE CITY CLERK AND ENTITLED “2014 AMENDMENTS TO CHAPTER 10-50,
SUPPLEMENTAL TO ZONES, SPECIFICALLY DIVISION 10-50.100, SIGN
STANDARDS”**

RECITALS:

WHEREAS, the City Council wishes to incorporate by reference amendments to Chapter 10-50, Supplemental to Zones, specifically Division 10-50.100, Sign Standards, of Title 10, Zoning Code of the Flagstaff City Code, by first declaring said amendments to be a public record; and

WHEREAS, three copies of “*2014 Amendments to Chapter 10-50, Supplemental to Zones, Specifically Division 10-50.100, Sign Standards,*” have been deposited in the office of the City Clerk and are available for public use and inspection.

ENACTMENTS:

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

The “*2014 Amendments to Chapter 10-50, Supplemental to Zones, Specifically Division 10-50.100, Sign Standards,*” attached hereto, and three complete copies of which are on file in the office of the City Clerk, is hereby declared to be a public record.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 3rd day of November, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

2014 Amendments to Chapter 10-50, Supplemental to Zones, Specifically Division 10-50.100 (Sign Standards)

Division 10-50.100: Sign Standards

Sections:

- 10-50.100.010 Purpose
- 10-50.100.020 Applicability
- 10-50.100.030 Sign Permit Requirements
- 10-50.100.040 General Restrictions for All Signs
- 10-50.100.050 General Requirements for All Signs
- 10-50.100.060 Permanent Signs
- 10-50.100.070 Comprehensive Sign Programs
- 10-50.100.080 Sign Design Performance Standards
- 10-50.100.090 Temporary Signs
- 10-50.100.100 Sign Districts of Special Designation
- 10-50.100.110 Nonconforming Signs
- 10-50.100.120 Enforcement
- 10-50.100.140 Appeals
- 10-50.100.150 Severability

Updated: October 15, 2014 (**Draft to City Council for October 21st Hearing – CLEAN.**
Revisions from October 14th in TrackChanges)

10-50.100.010 Purpose

- A. The Council finds that the natural surroundings, climate, history, and people of the City provide the Flagstaff community with its unique charm and beauty. This Division has been adopted to ensure that all signs installed in the City are compatible with the unique character and environment of the community, and in compliance with the General Plan.
- B. The purpose of this Division is to promote public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements, including the following specific purposes:
 - 1. To promote and accomplish the goals, policies, and objectives of the General Plan;
 - 2. To balance public and private objectives by allowing adequate avenues for both commercial and non-commercial messages;
 - 3. To recognize free speech rights by regulating signs in a content-neutral manner;
 - 4. To improve pedestrian and traffic safety by promoting the free flow of traffic and the protection of pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting, and/or illegible signage;

5. To protect the aesthetic beauty of the City's natural and built environment for the citizens of and visitors to the City, and to protect prominent view sheds within the community;
 6. To prevent property damage, personal injury, and litter from signs which are improperly constructed, poorly maintained, or made of flimsy materials;
 7. To protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape; and
 8. To provide consistent sign design standards that enables the fair and consistent enforcement of these sign regulations.
- C. A summary of sign types addressed within this Division are listed in Table A (Sign Types). Table A also identifies the permitted uses of each sign type and whether it may be located in a walkable urban environment (Urban) or drivable suburban environment (Suburban), or both, as further defined and explained in the Preamble to this Zoning Code.

Table 10-50.100.010.A: Sign Types						
Sign Type and Description	Urban	Sub-urban	Uses		Permit?	Zoning Code Section
Permanent Signs (See Table 10-50.100.060.A (Standards for Permanent Signs by Use))						
Awning Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(1)
			MFR	IND		
Building Identification Sign	P	--	SFR	COM	Yes	10-50.100.100.A.5.a.(3)
			MFR	IND		
Building Mounted Sign	P	P	SFR MFR	COM IND	Yes/No¹	10-50.100.060.C.4.b.(2)
Canopy Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(3)
			MFR	IND		
Changeable Copy Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(4)
			MFR	IND		
Directional Sign	--	P	SFR	COM	Yes	10-50.100.060.C.4.b.(5)
			MFR	IND		
Directory Sign	P²	P	SFR	COM	Yes	10-50.100.060.C.4.b.(6)
			MFR	IND		
Freestanding Sign	P²	P	SFR MFR	COM IND	Yes	10-50.100.060.C.4.b.(7)
Interpretative Sign	P	P	SFR MFR	COM IND	Yes	10-50.100.060.C.4.b.(8)
Landscape Wall Sign	P²	P	SFR MFR	COM IND	Yes	10-50.100.060.C.4.b.(9)

Table 10-50.100.010.A: Sign Types						
Sign Type and Description	Urban	Sub-urban	Uses¹		Permit?	Zoning Code Section
Permanent Signs (See Table 10-50.100.060.A (Standards for Permanent Signs by Use))						
Painted Wall Sign	P	P	SFR	COM	Yes	Table 10.50.100.060.C
Projecting Sign	P²	P	SFR	COM	Yes	10-50.100.060.C.4.b.(10)
			MFR	IND		
Roof Mounted Sign	--	P	SFR	COM	Yes	10.50.100.060.C.4.b.(11)
			MFR	IND		
Service Island Canopy Sign	--	P	SFR	COM	Yes	10-50.100.060.C.4.b.(12)
			MFR	IND		
Suspended Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(13)
			MFR	IND		
Window Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(14)
			MFR	IND		
Temporary Signs (See Section 10-50.100.090. (Temporary Signs))						
Sign Walker	P	P	SFR	COM	No	10.50.100.090.C.4
			MFR	IND		
Temporary A-frame Sign	P³	P	SFR	COM	Yes/No⁴	10.50.100.090.C.3.c.(1)
			MFR	IND		
Temporary Civic or Non-Profit Event Sign	P	P	SFR	COM	No	10.50.100.090.C.1
Temporary Directional Signs for Special Events, Recreation Events, and Approved Temporary Uses	P	P	SFR	COM	No	10.50.100.090.C.2
			MFR	IND		
Temporary New Development/ Construction Sign	P	P	SFR	COM	No	10-50.100.060.C.4.b.(14)
			MFR	IND		
Temporary Sign for Approved Temporary Uses	P	P	SFR	COM	No	10.50.100.090.C.3.d
Temporary Stanchion Sign	P	--	SFR	COM	No	10.50.100.100.B.5.b
			MFR	IND		
Temporary Upright Sign:	P³	P	SFR	COM	Yes/No⁴	10.50.100.090.C.3.c.(1)
			MFR	IND		
Temporary Vertical Banner	--	P	SFR	COM	Yes	10.50.100.090.C.3.c.(2)
			MFR	IND		
Temporary Wall Banner	P	P	SFR	COM	Yes	10.50.100.090.C.3.c.(3)
			MFR	IND		
Temporary Window Sign	P	P	SFR	COM	No	10.50.100.090.C.3.c.(4)
			MFR	IND		

End Notes

¹ Except detached single-family dwellings and duplexes.

² This sign type is only allowed in accordance with the provisions of Section 10-50.100.100.A (Flagstaff Central District).

³ Except, this sign type is not permitted in the Downtown Historic District (Section 10-50.100.100.B).

⁴ See Section 10.50.100.090.C.3.c.(I)

Key

XXX	Allowed	XXX	Not Allowed
P	Sign type is permitted within the area type identified in this table.		
--	Sign type is not permitted within the area type identified in this table		
SFR = Single-family Residential; MFR – Multi-family Residential; COM = Commercial; and IND = Industrial			

10-50.100.020 Applicability**A. Applicability**

1. This Division applies to all signs within the City, regardless of nature or location. Three levels of review standards are established in this Division, some or all of which may be applied to the sign depending on its proposed location within the City:
 - a. All signs within the City of Flagstaff shall be reviewed based on the standards established in this Division, with the exception of Sections 10-50.100.100.A (Flagstaff Central District) and 10-50.100.100.B (Downtown Historic District);
 - b. Signs in the Flagstaff Central District are reviewed based on the standards established in Section 10-50.100.100.A (Flagstaff Central District) in keeping with the urban character and scale of this district as well as the standards and requirements otherwise established in this Division; and
 - c. Signs in the Downtown Historic District have the highest standards of review in keeping with the historic character and urban scale of this district. The standards in Section 10-50.100.100.B (Downtown Historic District) shall be applied in addition to the standards established for the Flagstaff Central District as well as the standards and requirements otherwise established in this Division.

Figure A: Map Showing the Relationship Between the Standards applied in the Downtown Historic District, Flagstaff Central District, and the City as a Whole

2. **Applicable to Transect Zones**

Signs proposed in the transect zones shall comply with the standards established in the following Sections:

- a. Transect Zone T6: Section 10-50.100.100.A (Flagstaff Central District) and Section 10-50.100.100.B (Downtown Historic District).
- b. Transect Zone T5 and T5-O: Section 10-50.100.100.A (Flagstaff Central District) and Section 10-50.100.100.B (Downtown Historic District), where applicable.
- c. Transect Zone T4N.1 and T4N.1-O: Section 10-50.100.100.A (Flagstaff Central District).
- d. Transect Zone T3N.1: Section 10-50.100.100.A (Flagstaff Central District).

B. **Interpretations**

This Division is not intended to, and does not restrict speech on the basis of its content, viewpoint, or message. Any classification of signs in this Division that permits speech by reason of the type of sign, identity of the sign user, or otherwise, shall also be interpreted to allow non-commercial speech on the sign. No part of this Division shall be construed to favor commercial speech over non-commercial speech. To the extent any provision of this Division is

ambiguous, the term shall be interpreted not to regulate on the basis of the content of the message.

C. Summary of Incentives

A summary of the incentives applicable to the permanent signs permitted in this Division is provided in Table A (Summary of Incentives Applicable to Permanent Signs).

Table 10-50.100.020.A: Summary of Incentives Applicable to Permanent Signs		
Sign Type	Description	Section or Table
Neon signs	Neon lighting is not included within total outdoor light output limits.	10-50.100.050.C.3.a
Building mounted signs	If painted on a building wall, allowable sign area is increased by 10%.	Table 10-50.100.060.C
Building mounted signs	If 1 or more freestanding signs are not utilized, additional building mounted signage is permitted.	Table 10-50.100.060.C
Corner signs	Additional sign area is permitted if a sign is associated with a corner entrance to a building.	Table 10-50.100.060.C
Directory signs	If ≤ 16 sq. ft. in area, not included in total allowable sign area for the use.	Table 10-50.100.060.G
Freestanding signs	Name of the shopping center or development is not included in the area or height limit for the sign.	Table 10-50.100.060.H
Freestanding signs – corner location	If 1 freestanding sign is proposed where 2 signs are permitted, the allowable sign area may be increased to a max. of 35%.	Table 10-50.100.060.H
Suspended signs	If ≤ 4 sq. ft. in area, not included in total allowable sign area for the use.	Table 10-50.100.060.M
Comprehensive Sign Program and Sign Design Performance Standards	Allows for increases in sign area and height for building mounted and freestanding signs.	10-50.100.070 and -080
Nonconforming signs	Includes an incentive to replace a nonconforming sign with a new sign that is closer in conformance with applicable standards.	10-20.60.100.B.3

D. Exemptions

Unless specifically provided within this Division, the provisions of this Division do not apply to:

1. Building Identification Signs

Building identification signs not exceeding one square feet in area are

permitted for residential buildings and two square feet in area for non residential buildings.

2. Business Name and Address on an Entry Door

Name of a business, address information, and/or contact information displayed on an entry door, not to exceed two square feet in area. Sign shall not include any commercial advertising.

3. Community Bulletin Board

A maximum of one community bulletin board per property is allowed. If the community bulletin board is erected in public right-of-way or in a public space, or on private property a maximum of one community bulletin board per block is allowed. The maximum size of a community bulletin board shall be 32 square feet. Signs posted on a community bulletin board shall not exceed a dimension of 11 x 17 inches.

4. Display Board for Daily Specials

Display board such as a white board, chalk board, or black board, on which daily specials are advertised. The display board may be mounted on an easel or similar support structure, or the wall of a building, and measure up to four square feet in area, provided it is not located within a public right-of-way and is not a hazard to pedestrians.

5. Flags

Official flags of national, state, or local governments, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction. The length of the flag shall not exceed one-fourth the height of the flag pole. No more than three flags shall be displayed per lot or parcel. Flags shall be mounted on a single flagpole, or three separate flagpoles installed either on the building or adjacent to a building or use. No flag bearing an explicit commercial message shall be considered an exempt flag.

6. Governmental Signs

Signs installed by the City, County, or a Federal or State governmental agency for the protection of public health, safety, and general welfare, including, but not limited to, the following:

- a. Emergency and warning signs necessary for public safety or civil defense;
- b. Traffic signs erected and maintained by an authorized public agency;
- c. Signs required to be displayed by law;
- d. Signs showing the location of public facilities;
- e. Signs advertising events organized by for the Flagstaff Unified School District and its schools, charter schools, Northern Arizona University, Coconino Community College, Coconino County, or the City,

provided no more than one sign is displayed on any business premises. The signs shall be no larger than 24 square feet in area, mounted no more than six feet in height on a wall or similar surface (signs mounted on stakes are not permitted), installed a maximum of seven days before an event, and removed no more than one day after the event. Illuminated signs are not permitted. The location restrictions listed in Section 10-50.100.040.A below shall apply to all signs falling under this exemption, except for paragraphs 6 and 9; and

- f. Any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect the public health, safety, and general welfare.

7. Heritage Signs in Landmark Zones

Heritage signs shall be governed by the ordinance designating the Landmark Overlay and its related guidelines (Refer to Division 10-30.30 (Heritage Preservation)).

8. Historic and Architectural Features

Historical plaques erected and maintained by non-profit organizations, memorials, building cornerstones, and date-constructed stones; provided that none of these exceed four square feet in area.

9. Internal Signs and Signs within City Recreation Facilities

Signs or displays located entirely inside of a building, signs not visible beyond the boundaries of the lot or parcel upon which they are located or from any public right-of-way, and temporary signs located within City Recreation Facilities.

10. Neighborhood or District Sign

Signs used to identify a unique neighborhood or district. Such signs may be placed in a public right-of-way with approval of a Right-of-Way Encroachment Permit (See City Code Section 8-03-002-0005 (Other Permitted Encroachments)), provided such signs are not illuminated, and no larger than 20 square feet in area and eight feet in height.

11. Nonstructural Modifications and Maintenance

- a. Changes to the face or copy of changeable copy signs;
- b. Changes to the face or copy of an existing ~~conforming~~ non-illuminated signs from one business to another with no structural or lighting modifications to the sign; and
- c. The normal repair and maintenance of conforming or legal non-conforming signs, except as identified in Section 10-50.100.050.E.

12. Political Signs

Political signs are permitted in compliance with ARS § 16-1019.

13. Real Estate Signs

a. All Residential Zones.

- (1) One real estate sign per street frontage is permitted. Signs must be non-illuminated, constructed of durable materials, placed only on the property for sale, rent, or lease, be no more than six feet in height, and be no larger than eight square feet in area in single-family residential zones and no larger than 12 square feet in area in multi-family residential zones.
- (2) Open house/auction directional signs are permitted within one mile of the residence as measured along the streets used to drive to it. Such signs must be no larger than four square feet in area, a maximum of three feet in height, and only one sign is allowed for each turning movement beginning at the residence for sale. Signs may be placed in a public right way or on off-site private property for the duration of the open house only while a sales person is present, provided such signs do not constitute a hazard to pedestrians or vehicular traffic, are not placed on medians, and they are removed no later than one hour after the conclusion of the open house.

- b. **All Commercial, Industrial, and Non-residential Zones:** One real estate sign per street frontage is permitted. Signs must be non-illuminated, constructed of durable materials, placed only on the property for sale, rent, or lease, be no more than six feet in height, and be no larger than 24 square feet in area.

14. Seasonal Decorations

Temporary, non-commercial decorations or displays that are incidental to and commonly associated with national, local, or religious celebration, provided that such decorations and displays are only displayed during the appropriate time of year, are maintained in an attractive condition, and do not constitute a fire hazard.

15. Signs Required by Law

16. Street Light Banner Sign

Street light banner signs as permitted by the City on light poles in certain areas within the City.

17. Vehicle Signs

Signs indicating the name of the owner or business that are permanently painted or wrapped on the surface of a vehicle, adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or signs magnetically attached to a vehicle or rolling stock, so long as the vehicle is being regularly and consistently used in the normal daily conduct of the business, e.g., when a company vehicle is being used for transporting

and delivering goods or providing services related to the business (see also Section 10-50.100.040.A.7).

18. Vending Machine and Similar Facilities

Signs that constitute an integral part of a vending machine or similar facilities located outside of a business. Such signs are included in the total allowable building mounted sign area.

19. Yard or Garage Sale Signs

Signs advertising a yard or garage sale, provided they are not displayed more than one day prior to the yard or garage sale and removed when the sale has concluded.

10-50.100.030 Sign Permit Requirements

- A. The procedures for submittal, review and approval of Permanent and Temporary Sign Permits, including any required fees, are provided in Section 10-20.40.120 (Sign Permit - Permanent Signs) and Section 10-20.40.130 (Sign Permit - Temporary Signs), except that signs associated with and/or advertising a special event on City property shall be approved as part of the Special Event Permit from the City. All signs not approved in the Special Event Permit are prohibited.
- B. No Sign Permit shall be required for a sign on property used exclusively for a single-family residence or duplex that complies with this Division and is limited to one sign per street frontage.

10-50.100.040 General Restrictions for All Signs

A. Location Restrictions

Except where specifically authorized in this Division, signs are prohibited in the following locations:

- 1. Any sign located within a City right-of-way;
- 2. Any sign located within, on, or projecting over a property line which borders a public or private street, highway, alley, lane, avenue, road, sidewalk, or other right-of-way, except as specifically provided in this Division;
- 3. Any sign attached to any public utility pole, structure or street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, statue, memorial, or other location on public property, except those signs approved as part of a special event permit on City property. Nothing in this Section shall be construed to prohibit a person from holding a sign while located on City property so long as the person holding the sign is located on public property determined to be a traditional public forum and does not block

ingress and egress from buildings or create a safety hazard by impeding travel on sidewalks, bike and vehicle lanes, and trails;

4. Any sign, which by reason of its location, will obstruct the view of any authorized traffic sign, signal, or other traffic control device or which by reason of shape, color, or position interferes with or could be confused with any authorized traffic signal or device;
5. Any sign which is placed so as to prevent or inhibit free ingress to or egress from any door, window, or any exit way required by the Building Code currently in effect, or by Fire Department regulations;
6. Any commercial, advertising, or business sign that is not located on the premises of the business to which it refers;
7. Any sign mounted, attached, or painted on a trailer, boat, or motor vehicle when the principal use of the vehicle at the time of the display is for the display of the sign and the vehicle is parked, stored, or displayed conspicuously on public or private property for the purpose of exhibiting commercial advertising, advertising an on-site or off-site business, or supplying directional information to an off-site business or service. This provision excludes:
 - a. Signs that are permanently painted or wrapped on the surface of a vehicle, adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or signs magnetically attached to a vehicle or rolling stock, so long as the vehicle is being regularly and consistently used in the normal daily conduct of the business, e.g., when a company vehicle is being used for transporting and delivering goods or providing services related to the business. Such vehicles shall be operable, properly licensed, and when not being used to conduct daily business, parked or stored in a lawful and authorized manner on the business property so as not to be visible from the public right-of-way. Where parking limitations on the business property prevent the business owner from parking the vehicle in a manner not to be visible from the public right-of-way, the vehicle shall be parked as far from the public right-of-way as possible; and
 - b. Vehicles and equipment engaged in active construction projects, and the on-premise storage of equipment and vehicles offered to the general public for rent or lease.

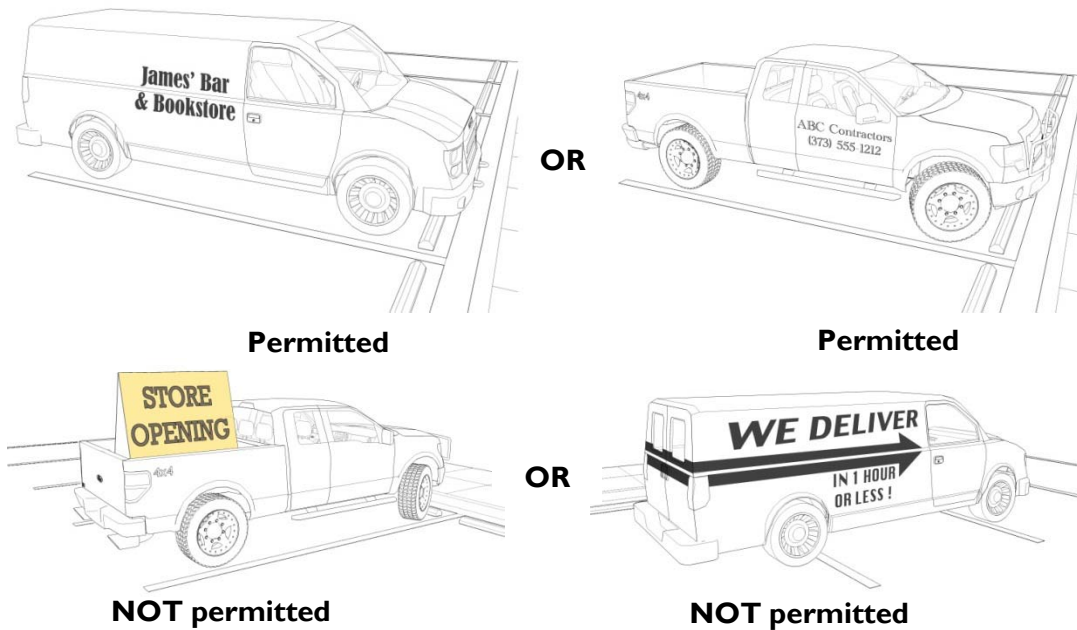


Figure A. Signs on Vehicles Used for Business Purposes

8. Any sign painted, attached or mounted on fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for a manufacturer's or installer's identification, appropriate warning signs and placards, and information required by law;
9. Any sign tacked, painted, burned, cut, pasted or otherwise affixed to the walls of any building, barn, shed, accessory structure, or other structures that are visible from a public way;
10. Any sign tacked, painted, burned, cut, pasted or otherwise affixed to trees, rocks, poles, posts, fences, ladders benches, that is visible from a public way;
11. Any sign that covers the architectural features of a building, such as dormers, insignias, pilasters, soffits, transoms, trims, or other architectural feature;
12. Billboards; and
13. Bandit signs.

B. Display Restrictions

1. Purpose

The purpose of this Subsection is to regulate the manner in which signs convey their messages by specifying prohibited display features that create distractions to the traveling public and create visual clutter that mar the natural and architectural aesthetics of the City.

2. Applicability

The following display features are prohibited:

- a. Any sign or lighting device, whether on the exterior of a building or on the inside of a window which is visible beyond the boundaries of the lot or parcel, or from any public right-of-way, with intermittent, flashing, rotating, blinking or strobe light illumination, animation, motion picture, or laser projection, or any device creating the illusion of motion;
- b. Any sign with an exposed light source, except for neon incorporated into the design of the sign;
- c. Any sign which emits sound, odor, smoke, laser or hologram lights, or other visible matter, including any sign that uses motion picture projection;
- d. Any sign animated by any means, including fixed aerial displays, balloons, spinners, strings of flags and pennants, streamers, tubes, or other devices affected by the movement of the air or other atmospheric or mechanical means. Barber poles no larger than three feet high and 10 inches in diameter, and clocks, are excepted from this restriction;
- e. Any sign in which the sign body or any portion of the sign rotates, moves up and down, or any other type of action involving a change in position of the sign body or any portion of the sign, whether by mechanical or any other means;
- f. Electronic Display signs;
- g. Any changeable copy LED or similar signs, except fixed illumination display signs used to indicate that a business is "open", display prices, or to confirm an order placed in a drive through lane; and
- h. Animated signs or costumed character (except as permitted in Section 10-50.100.090.C.6 (Sign Walkers), stuffed or inflated animals, vehicle(s) used as a sign or sign structure (except as permitted in Sections 10-50.100.020.D.17 (Vehicle Signs) and 10-50.100.040.A.7), and strings of lights arranged in the shape of a product, arrow, or any commercial message.

10-50.100.050 General Requirements for All Signs

A. Sign Message

Any permitted sign may contain, in lieu of any other message or copy, any lawful non-commercial message, so long as the sign complies with the size, height, area, location, and other requirements of this Division.

B. Sign Measurement Criteria

1. Sign Area Measurement

Sign area for all sign types is measured as follows:

- a. Sign copy mounted, affixed, or painted on a background panel or surface distinctively painted, textured, or constructed as a background for the sign copy, is measured as that area contained within the sum of the smallest rectangle(s) that will enclose both the sign copy and the background, as shown in Figure A.
- b. Sign copy mounted as individual letters or graphics against a wall, fascia, mansard, or parapet of a building or surface of another structure, that has not been painted, textured or otherwise altered to provide a distinctive background for the sign copy, is measured as a sum of the smallest rectangle(s) that will enclose each word and each graphic in the total sign, as shown in Figure B.
- c. Sign copy mounted, affixed, or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element, which contains sign copy, as shown in Figure C. Such elements may include, but are not limited to, lit canopy fascia signs, and/or interior lit awnings.
- d. Multi-face signs, as shown in Figure D, are measured as follows:
 - (1) Two face signs: If the interior angle between the two sign faces is 45 degrees or less, the sign area is of one sign face only. If the angle between the two sign faces is greater than 45 degrees, the sign area is the sum of the areas of the two sign faces.
 - (2) Three or four face signs: The sign area is 50 percent of the sum of the areas of all sign faces.
- e. Spherical, free-form, sculptural or other non-planar sign area is measured as 50 percent of the sum of the areas using only the four vertical sides of the smallest four-sided polyhedron that will encompass the sign structure, as shown in Figure D. Signs with greater than four polyhedron faces are prohibited.

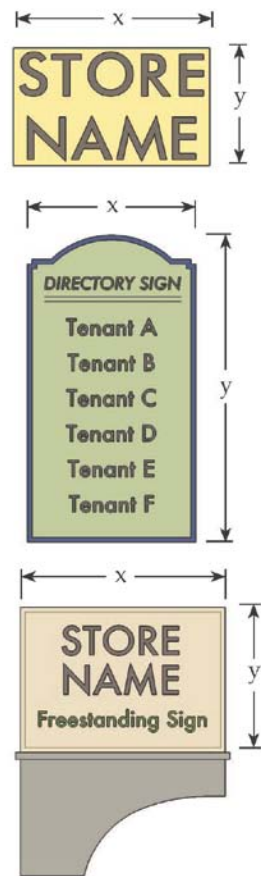


Figure A. Sign Area for Signs on Background Panel



Figure B. Sign Area for Signs with Individual Letters

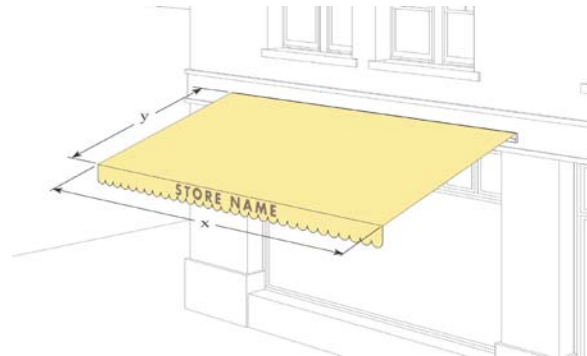
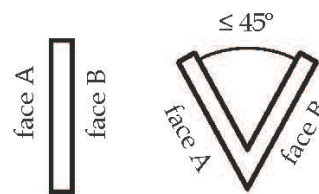
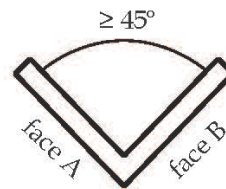


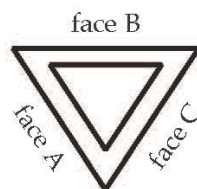
Figure C. Sign Area for Signs with Illuminated Surfaces



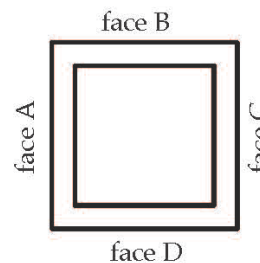
Total Sign Area =
A or B



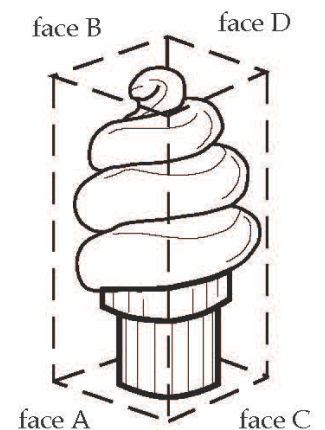
Total Sign Area =
A + B



Total Sign Area =
(A + B + C) ÷ 2



Total Sign Area =
(A + B + C + D) ÷ 2



Total Sign Area =
(A + B + C + D) ÷ 2

Figure D. Sign Area for Multi-face Signs or Free Form Signs

2. Sign Height Measurement.

Sign height is measured as follows:

a. Freestanding Signs

Sign height is measured as the vertical distance from the average elevation of the finished grade within an eight-foot radius from all sides of the sign at the base of a sign to the top of the sign, exclusive of any filling, berming, mounding or landscaping solely for the purpose of locating the sign, excluding decorative embellishments as permitted in Table 10-50.100.060.H (Standards for Freestanding Signs).

- (1) If natural grade at the base of a sign is higher than the grade of the adjacent road, sign height shall be measured from the base of the sign, as shown in Figure E.
- (2) If natural grade at the base of a sign is lower than the grade of an adjacent road, the height of the sign shall be measured from the top of curb elevation, as shown in Figure F.

b. Building Mounted Signs

The height of wall, fascia, mansard, parapet, or other building mounted signs is the vertical distance measured from the base of the wall on which the sign is located to the top of the sign or sign structure, as shown in Figure G.

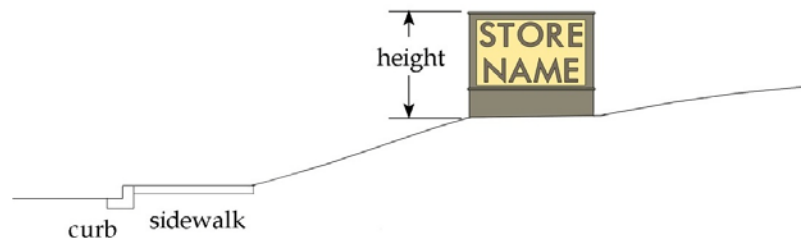


Figure E. Freestanding Sign Height – Signs Higher than the Grade of an Adjacent Road

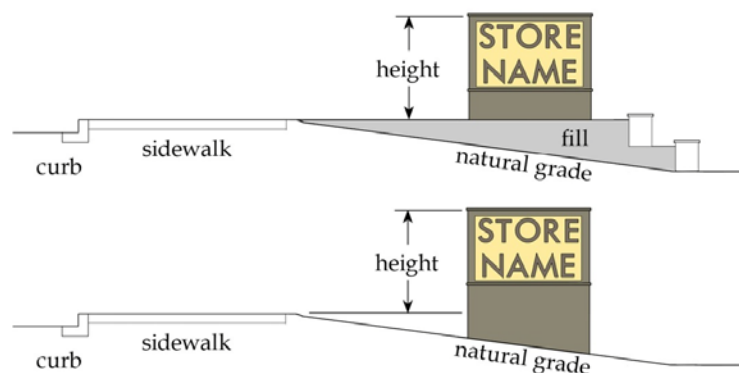


Figure F. Freestanding Sign Height – Signs Lower than the Grade of an Adjacent Road

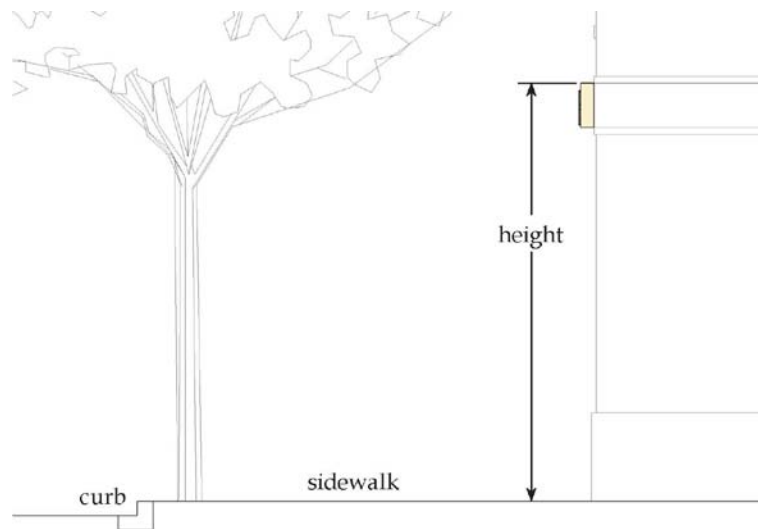


Figure G. Building Mounted Sign Height

C. Sign Illumination

Allowed permanent signs may be non-illuminated, illuminated by internal light fixtures, halo illuminated, or illuminated by external indirect illumination, unless otherwise specified. All illuminated signs shall comply with the time limitations of Section 10-50.70.050.H. All permanent signs for single-family residences or duplexes and all temporary signs shall be non-illuminated.

1. Externally Illuminated Sign Standards

- a. Lighting Class: External illumination for signs shall comply with all provisions of this Division, and shall be treated as Class 1 lighting, as defined in Section 10-50.70.050.B. All external sign lighting is included within the total outdoor light output limits of Section 10-50.70.050.C, and shall comply with applicable lamp source and shielding restrictions.
- b. Except as provided in Subsection c, externally illuminated signs shall be illuminated only with steady, stationary, fully shielded light sources directed solely onto the sign without causing glare.
- c. A light fixture mounted above the sign face may be installed with its bottom opening tilted toward the sign face provided:
 - (1) The bottom opening of the light fixture is flat (i.e., it could be covered by a flat board allowing no light to escape); and,
 - (2) The uppermost portion of the fixture's opening is located no higher than the top of the sign face, as shown in Figure H. Light fixtures aimed and installed in this fashion shall be considered

fully shielded for purposes of calculating the total outdoor light output limits of Section 10-50.70.050.C.

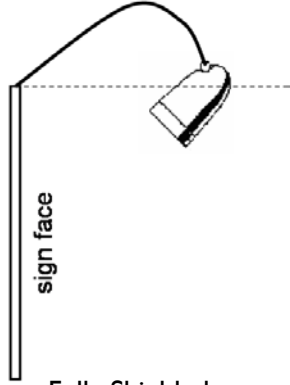
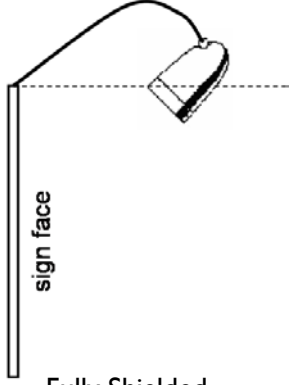
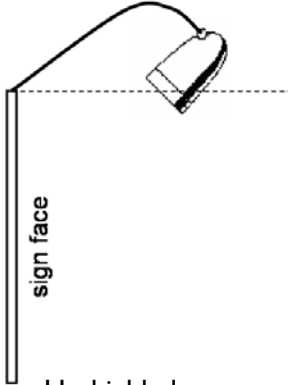
Permitted and Prohibited External Sign Lighting Configurations		
Allowed	Allowed	Not Allowed
 <p>sign face</p> <p>Fully Shielded</p>	 <p>sign face</p> <p>Fully Shielded</p>	 <p>sign face</p> <p>Unshielded</p>

Figure H. External Sign Lighting Configurations

2. Internally Illuminated Sign Standards

- a. Internally illuminated signs shall either be constructed with an opaque background and translucent text and symbols, or with a colored (not white, off-white, light gray, or cream) background and generally lighter text and symbols (Figure I). Lamps used for internal illumination of internally illuminated signs shall not be counted toward the total outdoor light output limits of Section 10-50.70.050.C.

(1) Lighting Zone 1

The sign face(s) shall be composed of illuminated text and symbols against an opaque (non-illuminated) background. The colors of these elements are not restricted.

(2) Lighting Zones 2 and 3

The sign face(s) shall be either composed of illuminated text and symbols against an opaque background (as in Subsection (1) above), or with generally lighter text and symbols against a colored (not white, off-white, light gray, ~~or~~ cream, or yellow) background. Text and symbols may be white, off-white, light gray, or cream (See Figure I).

Light Background Not Allowed	Colored Background Allowed	Opaque Background Allowed
RESTAURANT CAFE	GAS STATION	HOTEL

Figure I. Internally Illuminated Signs

- b. Other internally illuminated panels or decorations not considered to be signage according to this Division (such as illuminated canopy margins, building faces, or architectural outlining), shall be considered Class 3 lighting, as defined in Section 10-50.70.050.B, and shall be subject to the standards applicable for such lighting, including but not limited to the lamp source, shielding standards, and total outdoor light output limits established in Section 10-50.70.050.C.

3. Neon Sign Standards

- a. Exposed neon sign lighting is only permitted in non-residential zones and shall be treated as Class 3 (decorative) lighting. Allowed neon signs shall not be included within the total outdoor light output limits of Section 10-50.70.050.C.



Figure J. Neon Sign

- b. Neon lighting extending beyond the area considered to be the sign area (as defined in this Division) shall comply with all provisions of Division 10-50.70 (Outdoor Lighting Standards).

4. **Single-Color LED Sign Standards**

Single-color LED signs permitted under Section 10-50.100.040.B.2.g. shall be considered internally illuminated signs, and shall not have their lumen output counted toward the total outdoor light output limits of Section 10-50.70.050.C. Any lighting extending beyond the area considered to be the sign area (as defined in this Division) shall be treated as Class 3 lighting and shall comply with the lumen limits of Section 10-50.70.050.C.

5. **Time Limitations**

All signs shall be turned off by 9:00 p.m. if located in Lighting Zone 1 and 11:00 p.m. if located in Lighting Zones 2 or 3, or when the business closes, whichever is later. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers. See Division 10-90.50 (Lighting Zone Map) for lighting zones.

D. **Structure and Installation**

1. **Raceway Cabinets**

Raceway cabinets shall only be used in building mounted signs when access to the wall behind the sign is not feasible, shall not extend in width and height beyond the area of the sign, and shall match the color of the building to which it is attached. Where a raceway cabinet provides a contrast background to sign copy, the colored area is counted in the total allowable sign area permitted for the site or business. Examples of raceway cabinets are shown in Figure K.



Figure K. Raceway Cabinets

2. **Support Elements**

Any angle iron, bracing, guy wires, or similar features used to support a sign shall not be visible to the extent technically feasible.

3. **Electrical Service**

When electrical service is provided to freestanding signs or landscape

wall signs, all such electrical service is required to be underground and concealed. Electrical service to building mounted signs, including conduit, housings, and wire, shall be concealed or, when necessary, painted to match the surface of the structure upon which they are mounted. A Building Permit (electrical) shall be issued prior to installation of any new signs requiring electrical service.

4. Limitation on Attachments and Secondary Uses

All permitted sign structures and their associated landscape areas shall be kept free of supplemental attachments or secondary uses including, but not limited to, supplemental advertising signs not part of a permitted sign, light fixture, newspaper distribution rack, or trash container. The use of sign structures and associated landscape areas as bicycle racks or support structures for outdoor product display is prohibited.

5. Durable Materials

All permanent signs permitted by this Division shall be constructed of durable materials capable of withstanding continuous exposure to the elements and the conditions of an urban environment.

E. Sign Maintenance

It shall be unlawful for any owner of record, lessor, lessee, manager, agent, or other person having lawful possession or control over a building, structure, or parcel of land to fail to maintain the property and all signs in compliance with the Zoning Code. Failure to maintain a sign constitutes a violation of this Division, and shall be subject to enforcement action in compliance with the provisions of Division 10-20.110 (Enforcement).

1. Maintenance

All signs, whether or not in existence prior to adoption of this Division, shall be maintained. Maintenance of a sign shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked, or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the sign permit issued for its installation and provisions of this Division.

2. Landscape Maintenance

Required landscaped areas contained by a fixed border, curbed area, or other perimeter structure shall receive regular repair and maintenance. Plant materials that do not survive after installation in required landscape areas are required to be replaced within six months of the plant's demise or within the next planting season, whichever event comes first.

3. Removal of Unused Sign Support Structures

Any vacant and/or unused sign support structures, angle irons, sign poles, or other remnants of old signs which are not currently in use or proposed for immediate reuse evidenced by a Sign Permit application for

a permitted sign, shall be removed. When a building mounted sign is removed, the wall shall be repaired and restored to its original condition.

4. Obsolete Signs

Sign structures permitted as on-premises business signs may remain in place after the business vacates the premises, provided the sign is left non-illuminated and sign copy is removed within 30 days after the business vacates the premises. If an on-site use for the sign is not commenced within six months of the termination of the previous on-site use, the sign shall be deemed abandoned and subject to the provisions of Section 10-50.100.110 (Nonconforming Signs).

5. Removal of Unsafe Sign Structures

In addition to the remedies provided in Division 10-20.110 (Enforcement), the Director shall have the authority to order the repair, maintenance, or removal of any sign or sign structure that has become dilapidated or represents a hazard to safety, health, or public welfare. If such a condition is determined by the Director to exist, the Director shall give notice by certified mail to the sign owner at the address shown on the Sign Permit, unless more recent information is available. If compliance has not been achieved within 30 days from service of notice, the Director may cause the sign to be removed or repaired, and the cost of such removal or repair will be charged to the sign owner and/or the property owner.

F. Sign Placement at Intersection

Applicable requirements for the placement of signs at intersections are provided in the *Engineering Standards*, Section 13-10-006-0002 (Intersection Sight Triangles, Clear View Zones).

10-50.100.060 Permanent Signs

- A. Permanent signs shall comply with the sign area, height, number, type, and other requirements of this Section and Table A (Standards for Permanent Signs by Use), except as otherwise provided in Subsections B. and C. Unless specifically indicated, Sign Permits are required for all permanent signs in accordance with Section 10-20.40.120 (Sign Permit - Permanent Signs).

Table 10-50.100.060.A: Standards for Permanent Signs by Use				
Land Use	Allowed Sign Types	Number of Signs ¹	Max. Ht. (in ft.)	Max. Area (sq. ft.)
Single-family Residential or Duplex (includes Home Occupations and Bed and Breakfasts)				
	Building Mounted	1 ²	6	6
	Freestanding	1 ²	3	6
Single-family Subdivision, Multi-family Developments, Manufactured Home Parks				
	Building Mounted	1	6	4
	Freestanding	1 ³	6	24
	Landscape Wall	1 ³	4	24
Master Planned Communities				
	Building Mounted ⁴	N/A	N/A	N/A
	Freestanding	1 ³ per major vehicular entrance	8	36
	Landscape Wall	1 ³ per major vehicular entrance	8	36
Institutional Use in all Zones				
	Building Mounted ⁴	1	8	24
	Freestanding	1 ³	6	32
	Landscape Wall	1 ³	4	32
Non-Residential Use in Commercial or Industrial Zone – Live/Work, Single Tenant Building, Multi-Tenant Buildings, Development Sites, Shopping Centers, and Detached Buildings within a Multi-Tenant Development or Shopping Center⁵				
	Building Mounted – Single Frontage ⁴	Limited by max. sign area	25	1 sq. ft. to 1 linear ft. of primary building frontage – 100 sq. ft. max.
	Building Mounted – Multiple Frontages ⁴⁶	Limited by max. sign area	25	1 sq. ft. to 1 linear foot of primary building frontage – 100 sq. ft. max. 1 sq. ft. to 0.5 linear foot of auxiliary building frontage – 80 sq. ft. max.
	Freestanding Type A	Limited by frontage length	10	40
	Freestanding Type B	Limited by frontage length	8	32

End Notes¹ Number of signs per development site or parcel.² Either 1 building mounted or 1 freestanding sign permitted.³ Either 1 freestanding or 1 landscape wall sign permitted.

⁴ The area of signs painted onto the wall of a building may be increased by 10% (See Table 10-50.100.060.C).

⁵ Signs for single- and multi-tenant buildings or developments that contain elements exceeding the otherwise applicable area or height standards may only be approved in accordance with Sections 10-50.100.070 (Comprehensive Sign Programs) and 10-50.100.080 (Sign Design Performance Standards).

⁶ Multiple frontages include corner buildings or buildings with two or more frontages.

B. Signs for Residential Uses in All Zones

1. Building mounted and freestanding signs for detached single-family residences and duplexes are allowed without a Sign Permit. The standards in Table 10-50.100.060.A (Standards for Permanent Signs by Use) shall apply.
2. Building mounted, freestanding, and landscape wall signs for single-family subdivisions, multi-family developments and Manufactured Home Parks are allowed with a Sign Permit subject to the standards established in Table 10-50.100.060.A (Standards for Permanent Signs by Use).

C. Signs for All Non-residential Uses in All Zones

1. Building mounted, freestanding, and landscape wall signs for institutional uses in all Zones are allowed with a Sign Permit subject to the standards established in Table 10-50.100.060.A (Standards for Permanent Signs by Use).
2. Building mounted and freestanding signs for all other non-residential uses in all Zones, including single tenant buildings, live/work units, detached buildings within a multi-tenant development or shopping center, and multi-tenant buildings, development sites, or shopping centers are allowed with a Sign Permit subject to the standards established in Table 10-50.100.060.A (Standards for Permanent Signs by Use).
3. **Hotel and Motel Room Rate Signs**
Signs for hotels and motels that post room rates on an outdoor advertising sign shall comply with the requirements of City Code Chapter 3-04 (Motels and Hotels).
4. **Standards for Specific Sign Types**
 - a. All signs shall comply with the following standards. Each sign type listed in this Section shall be included in the calculation of the total sign area allowed on a parcel or development site by this Section, except as explicitly provided otherwise in this Subsection. Each sign shall also comply with the sign area, height, and other requirements of Section 10-50.100.050 (General Requirements for All

Signs), and all other applicable provisions of this Division. Any non-commercial message may be substituted for the sign copy on any commercial sign allowed by this Division.

- b. The following sign types are permitted, subject to the criteria listed under each sign type.

(1) **Awning Sign**

- (a) Awning Signs are not permitted in residential zones.

- (b) The standards provided in Table B (Standards for Awning Signs) shall apply.

Table 10-50.100.060.B: Standards for Awning Signs

Standard	Other Requirements
Sign Area – (Copy, including logo)	1 sq. ft. of sign area per lineal foot of awning width. Included in the total allowable sign area for building mounted signs.
Mounting Height	Max. 25 feet for ground floor awnings. Min. of 8 feet from the bottom of the awning to the nearest grade or sidewalk.
Sign Placement	Only above the doors and windows of the ground floor of a building. An awning shall not project above, below or beyond the edges of the face of the building wall or architectural element on which it is located. Displayed only on the vertical surface of an awning. Sign width shall not be greater than 60% of the width of the awning face or valance on which it is displayed ¹ .
Valance Height	Max. 6 inches
Setback from Back of Curb	Min. 18 inches
Illumination	Not permitted.
Permitting	Sign Permit is required.

End Notes

¹If an awning is placed on multiple store fronts, each business is permitted signage no greater than 60 percent of the store width or tenant space.

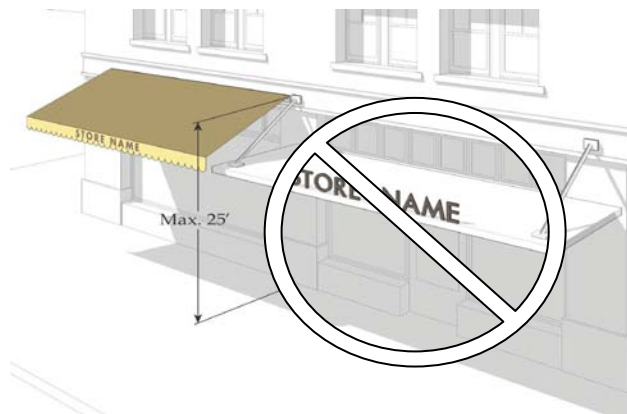


Figure A. Awning Sign

(2) Building Mounted Sign

- (a) The standards provided in Table C. (Standards for Building Mounted Signs) shall apply to building mounted signs in all zones where allowed by Table 10-50.100.060.A. (Standards for Permanent Signs by Use).

Table 10-50.100.060.C: Standards for Building Mounted Signs

	Standard
Sign Area	See this Section and Table A (Standards for Permanent Signs by Use).
Mounting Height	See Table A (Standards for Permanent Signs by Use).
Sign Placement	<p>The total sign area for signs on single-tenant or multi-tenant buildings may be placed on any building elevation, except:</p> <ol style="list-style-type: none"> (1) At least 1 sign shall be associated with the building entry zone¹ (may be wall mounted, projecting, awning, etc.). (2) No sign shall face an adjoining residential zone. (3) Signs shall be placed the lesser of 12 inches or 20% of the width and height of the building element on which they are mounted. <p>The width of the sign shall not be greater than 60% of the width of the building element on which it is displayed.</p> <p>Individual tenants in multi-tenant buildings are permitted building mounted signs only on the primary entrance elevation of the space occupied by the business.</p> <p>If vertically placed on a mansard roof, structural supports shall be minimized, and secondary supports (angle irons, guy wires, braces) shall be enclosed/ hidden from view.</p>
Total Allowable Sign Area	Max. sign area for businesses with multiple frontages, and all building elevations on a single stand-alone business is 200 sq. ft., subject to the provisions of this Section, including Sections 10-50.100.070 and 10-50.100.080.

Table 10-50.100.060.C: Standards for Building Mounted Signs	
	Standard
2 or more Businesses Served by a Single Common Building Entrance	Considered 1 business for sign computation purposes; max. of 1.5 sq. ft. for each linear foot of building frontage of the entrance.
Sign for Non-Customer Service Entry	Max. 1 non-illuminated building mounted sign; max. 6 sq. ft. in area; must be located adjacent to the entry.
Illumination	Permitted - See Section 10-50.100.050.C; except for single-family residences and duplexes.
Permitting	Sign Permit is required, except for single-family residences and duplexes.
Special Provisions	
Single Business with 1 Frontage – Increased Sign Area	Additional sign area is permitted if the owner forgoes display of a freestanding sign permitted for the site, to a max. of 1.5 sq. ft. per linear foot of building frontage, to a max. sign area of 100 sq. ft. ^{2,3}
Corner Sign Area Incentive	Additional sign area is permitted for a sign mounted on the corner of a building and associated with a corner entrance; determined by adding 50% of the allowed sign area for the primary building frontage and 50% of the allowed sign area for the auxiliary building frontage (included in the total allowable sign area for building mounted signs).
Single Business with 2 or more Frontages - Increased Sign Area	Additional sign area is permitted for one or both building mounted signs if the owner forgoes display of one or both freestanding signs permitted for the site, to a max. of 1.5 sq. ft. per linear foot of building frontage along each street where no freestanding sign will be displayed, up to a max. sign area of 100 sq. ft. per building frontage. ^{2,3}
Additional Increases in Sign Area (Section 10-50.100.080 (Sign Design Performance Standards))	Additional sign area may be sought under Section 10-50.100.080 (Sign Design Performance Standards), but is limited to a max. sign area of 100 sq. ft.
Painted Wall Signs	<p>Painted wall signs are permitted on any exterior building wall of an individual tenant space or building.</p> <p>Painted wall signs shall be included in the total allowable area for building mounted signs.</p> <p>The allowable area for a painted wall sign shall be increased by 10%. Shall be professionally painted.</p> <p>Non-illuminated or externally illuminated with down directed, fully shielded fixtures only.</p>

End Notes

¹ Building entries in this context do not include service entries or separate doors for lodging rooms.

² Requests to use this provision are reviewed under the normal Sign Permit application procedure, in accordance with Section 10-20.40.120 (Sign Permit - Permanent Signs).

³ A release of rights to a freestanding sign for the duration of use of a larger building mounted sign is required with a Sign Permit, evidenced by a recordable form of acceptance signed by the property owner.



Figure B. Standards for Building Mounted Signs

(3) Canopy Sign

- (a) Canopy Signs are not permitted in residential zones.
- (b) The standards provided in Table D (Standards for Canopy Signs) shall apply.

Table 10-50.100.060.D: Standards for Canopy Signs

	Standard	Other Requirements
Sign Area – (Copy, including logo)	1 sq. ft. of sign area per lineal foot of canopy width.	Included in the total allowable sign area for building mounted signs.
Mounting Height	Max. 25 feet on ground floor canopies. Min. of 8 feet from the bottom of the awning to the nearest grade or sidewalk.	
Sign Placement	Only above the doors and windows of the ground floor of a building. A canopy shall not project beyond the edges of the face of the building wall or architectural element on which it is located. Shall not extend horizontally a distance greater than 60% of the width of the canopy on which it is displayed ¹ .	
Setback from Back of Curb	Min. 18 inches	

Table 10-50.100.060.D: Standards for Canopy Signs	
Standard	
Illumination	Internal illumination only for the letters or logos mounted on a canopy. May also be non-illuminated.
Permitting	Sign Permit is required.

End Notes

¹If a canopy is placed on multiple store fronts, each business is permitted signage no greater than 60 percent of the store width or tenant space.

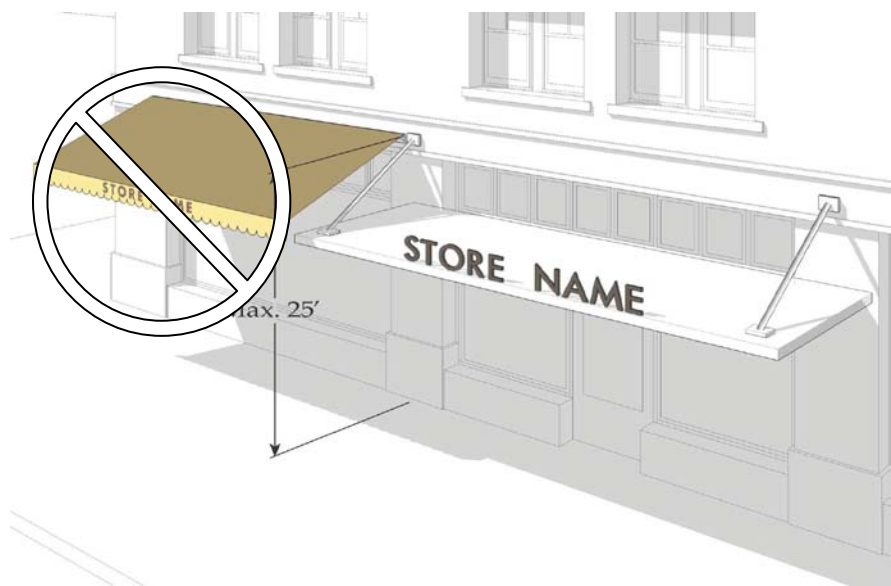


Figure C. Canopy Sign

(4) Changeable Copy Sign

The standards provided in Table E (Standards for Changeable Copy Signs) shall apply.

Table 10-50.100.060.E: Standards for Changeable Copy Signs

Standard	
Sign Area	Max. of 20% of the permitted sign face area (does not apply to signs required by law). Changeable copy sign area is included in the total allowable sign area.
Sign Placement	Permitted only as an integral part of a building mounted sign or a freestanding sign.
Background Color and Illumination	Illumination permitted - See Section 10-50.100.050.C (Sign Illumination), except that a white, off-white, or cream background is permitted.
Permitting	Sign Permit is required.



Figure D. Changeable Copy Sign

(5) Directional Sign

- (a) Directional signs are only permitted as part of a Comprehensive Sign Program, and are exempted from the total allowable sign area permitted for each use.
- (b) The standards provided in Table F (Standards for Directional Signs) shall apply.

Table 10-50.100.060F: Standards for Directional Signs

	Standard	Other Requirements
Sign Area	3 sq. ft. per face.	May be double-sided. Included in the total allowable sign area for building mounted signs.
Mounting Height – Building Mounted Sign	Max. 8 feet.	Flat against a wall of the building.
Mounting Height – Freestanding Sign	Max. 3 feet from grade.	
Number of Signs	Max. 1 at each driveway or drive through.	
Illumination	Internal illumination only.	May also be non-illuminated.
Permitting	Sign Permit is required.	



Figure E. Directional Sign

(6) Directory Sign

The standards provided in Table G (Standards for Directory Signs) shall apply.

Table 10-50.100.060.G: Standards for Directory Signs

	Standard	Other Requirements
Sign Area	Signs ≤ 16 sq. ft. and not visible from the public right-of-way are not included in the total allowable sign area.	Signs > 16 sq. ft. in area or visible from the public right-of-way are counted in the total allowable sign area.
Mounting Height	Max. 12 feet.	
Freestanding Sign Height	Max. 6 feet.	
Sign Placement	Building mounted preferred; may be mounted on a low profile freestanding sign structure.	Shall be associated with the building entry zone of the businesses within a multi-tenant development, and/or within pedestrian-oriented open spaces.
Illumination	Non-illuminated, internally illuminated, or indirectly illuminated. See Section 10-50.100.050.C.	
Permitting	Sign Permit is required.	

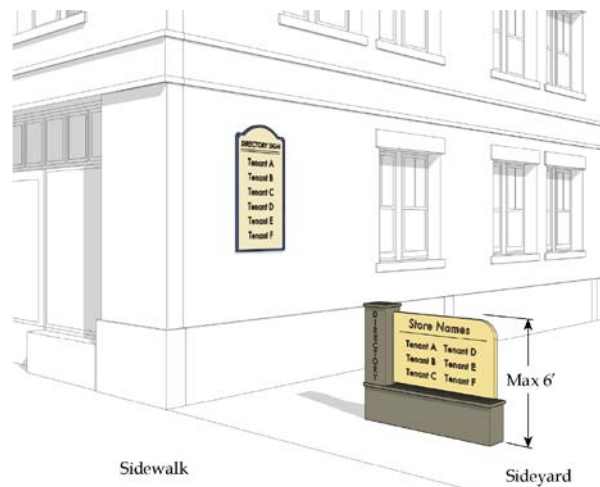


Figure F. Directory Sign

(7) Freestanding Sign

- (a) The number and type of freestanding signs allowed for single and multiple tenant uses are derived from the use, zone, location, and length of development site frontage as outlined in this Section and Table A (Standards for Permanent Signs by Use).

- (b) Sign types are classified as "Type A" and "Type B" based on street designations established and mapped in the General Plan (See Appendix 8 (List of Major Arterial Streets)). These classifications are used to determine the number of signs allowed on a development site and their permitted size and height. Type A signs are allowed on street frontages longer than 100 feet on major arterials, while Type B signs are allowed on street frontages less than 100 feet on minor arterials or smaller street types.
- (c) A freestanding sign may consist of more than one sign panel provided all such sign panels are consolidated into one common integrated sign structure. In the event a sign is installed that does not utilize the maximum sign area permitted, any supplemental additions shall comply with, and be compatible with, the existing sign structure.
- (d) The standards provided in Table H (Standards for Freestanding Signs) shall apply.

Table 10-50.100.060.H: Standards for Freestanding Signs		
Non-Residential Use in Commercial or Industrial Zone – Live/Work, Single Tenant Building, Multi-Tenant Buildings, Development Sites, Shopping Centers, and Detached Buildings within a Multi-Tenant Development or Shopping Center		
Standard		
Sign Area	See this Section and Table A (Standards for Permanent Signs by Use).	
Sign Height	See this Section and Table A (Standards for Permanent Signs by Use). Elements to enhance the design of a sign structure may extend above the sign to a max. of 20% of the sign’s allowed height.	
Number and Type of Signs	Determined by the length of the development site frontage. ^{1 3}	
Street Type	Major arterials.	Minor arterials or other streets.
Frontage of ≤100 ft.	Max. 1 Type B Sign.	Max. 1 Type B Sign.
Frontage >100 ft. but <400 ft.	Max. 1 Type A Sign.	Max 1 Type B Sign.
Frontage ≥400 ft.	Max. 1 Type A Sign and Max. 1 Type B Sign, but the combined area of the Type A and Type B signs shall not exceed the maximum area permitted in Table 10-50.100.060.A. ³ Must be separated by min. 150 feet measured on the street frontage.	
Special Provisions		
Standard		
Sign Width	The sign base shall have a min. aggregate width of 60% of the width of the sign cabinet or face.	
Sign Placement	Freestanding signs may only be placed on the street frontage on which the sign is authorized in accordance with this Section and	

Table 10-50.100.060.H: Standards for Freestanding Signs

	<p>Table A (Standards for Permanent Signs by Use), and not interstate highways.</p> <p>On a development site where more than 1 freestanding sign is permitted, signs are not transferable in whole or in part, from 1 street frontage to another.</p> <p>Flag lot sites with frontage on a public street are permitted 1 sign on the frontage providing primary access to the site.</p>
Name of Shopping Center or Development Site	The name of a shopping center or development site is exempt from the area and height limits for freestanding signs; it may have a max. height of 2 feet and be no wider than the width of the sign.
Setbacks	<p>Min. of 5 feet from the street side property line.</p> <p>Min. of 15 feet from any interior side lot line.</p> <p>Min. of 30 feet from any residential zone.</p>
Single or Multi Tenant Development Site with Corner Location ² – Increased Sign Area	<p>When only 1 freestanding sign is proposed where 2 are permitted, the allowable sign face area may be increased to a max. of 35% over the largest freestanding sign permitted in Table A (Standards for Permanent Signs by Use).¹</p> <p>A sign located at a corner is permitted in compliance with <i>Engineering Standards</i>, Section 13-10-006-0002 (Intersection Sight Triangles, Clear View Zones).</p>
Additional Increases in Sign area	Increases in allowable sign area granted under Section 10-50.100.080 (Sign Design Performance Standards) shall not be greater than 50% of the largest area permitted for freestanding signs in Table A (Standards for Permanent Signs by Use).
Landscaping	<p>A landscaped area consisting of shrubs, and/or perennial ground cover plants with a max. spacing of 3 feet on center is required around the base of all freestanding signs. The landscape area must be a min. of 2 ½ sq. ft. for each 1 sq. ft. of sign area.</p> <p>Where appropriate, trees required under Division 10-50.60 (Landscaping Standards) shall be planted in a manner to frame or accent the sign.</p>
Illumination	Permitted - See Section 10-50.100.050.C.; except for single-family residences and duplexes.
Permitting	Sign Permit is required, except for single-family residences and duplexes.

End Notes

¹ For development sites with frontage on more than 1 street, the signage for each street shall be determined by the length of each individual frontage of the site.

² A Sign Permit issued under this provision requires a release of rights to additional freestanding signs for the duration of use of the single larger sign, evidenced by a recordable form of acceptance signed by the property owner.

³ Refer to Section 10-20.60.110 (Nonconforming Signs) if an existing nonconforming sign(s) exists on the property.

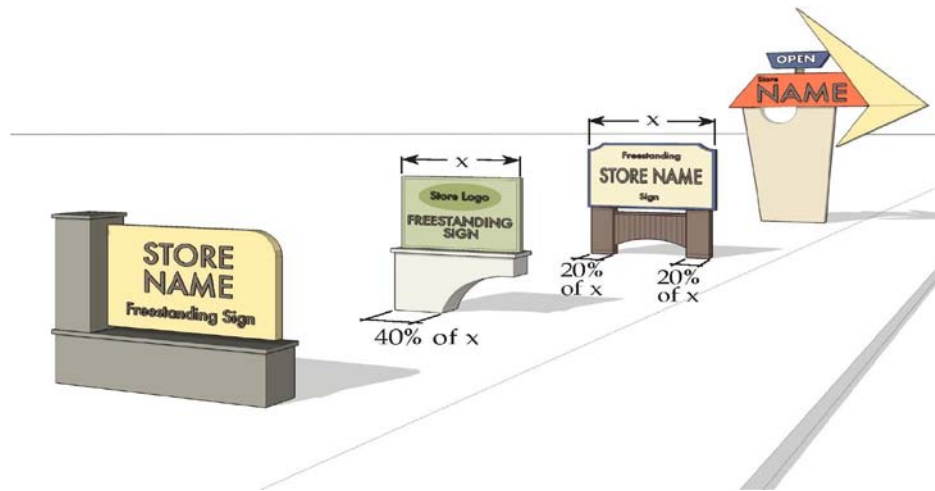


Figure G. Freestanding Sign

(8) Interpretative Sign

The standards provided in Table I (Standards for Interpretative Signs) shall apply.

Table 10-50.100.060.I: Standards for Interpretive Signs

Standard		Other Requirements
Sign Area		Not included in the total allowable sign area for freestanding signs. Max. of 3 high-profile signs may be combined as 1 sign panel.
Low-profile sign	Max. 6 sq. ft.	
High-profile sign	Max. 12 sq. ft.	
Height		
Low-profile sign	Max. 3 feet from grade.	
High-profile sign	Max. 7 feet from grade.	
Sign characteristics	Pedestrian scaled and oriented. Context sensitive design. Shall not include advertising for any facility of organization. Shall not direct a reader to another site, event, or subject.	
Number of Signs	No limit.	
Illumination	Not permitted.	
Permitting	Sign Permit is required. ¹	

End Notes

¹ Interpretive signs for environmental purposes shall be submitted for content review by the Open Spaces Commission and interpretive signs for heritage, cultural, or historic purposes shall be submitted for content review by the Heritage Preservation Commission prior to staff review.



Figure H. High-profile and Low-profile Interpretative Sign

(9) Landscape Wall Sign

The standards provided in Table J (Standards for Landscape Wall Signs) shall apply.

Table 10-50.100.060.J: Standards for Landscape Wall Signs

Standard		
Sign Area	Non-Residential Use in Commercial or Industrial Zone	Max. 24 sq. ft.
	Single-family Subdivision, Multi-family Developments, or Manufactured Home Parks	Max. 24 sq. ft.
	Master Planned Communities	Max. 36 sq. ft.
	Institutional Uses in All Zones	Max. 32 sq. ft.
	Landscape Wall Signs are included in the total allowable sign area for building mounted signs. May also be considered a freestanding sign, e.g. when used as a subdivision entry sign.	
Height of Landscape Wall	Max. 5 feet. from grade.	
Mounting Height	The sign copy shall be a min. of 6 inches below the top of the wall and 12 inches above ground level. Signs shall not project above or beyond the top or sides of the landscape wall.	
Number of Signs	Multiple signs are permitted to a maximum of 24 sq. ft., and sign(s) shall not cover more than 40% of the landscape wall's background area.	
Sign Placement	Perimeter/screen walls and all signs located at a corner shall comply with <i>Engineering Standards</i> , Section 10-06-020 (Intersection Sight Triangles, Clear View Zones), unless the wall on which the sign is located is less than 30 inches in height.	
Illumination	Permitted - See Section 10-50.100.050.C.	
Permitting	Sign Permit is required.	



Figure I. Landscape Wall Sign

(10) **Projecting Sign**

The standards provided in Table K (Standards for Projecting Signs) shall apply.

Table 10-50.100.060.K: Standards for Projecting Signs

	Standard
Sign Area	Max. 16 sq. ft. (included in the total allowable sign area for building mounted sign area).
Mounting Height	Min. of 8 feet from the bottom of the sign to the nearest grade or sidewalk.
Number of Signs	Max. 1 per business.
Maximum Projection	Shall extend a max. of 4 feet from the building.
Illumination	Non-illuminated or externally illuminated with down directed, fully shielded fixtures only.
Permitting	Sign Permit is required.



Figure J. Projecting Sign

(11) Roof Mounted Sign

The standards provided in Table L (Standards for Roof Mounted Signs) shall apply.

Table 10-50.100.060.L: Standards for Roof Mounted Signs		
	Standard	Other Requirements
Sign Area	See Table A (Standards for Permanent Signs by Use).	Such signs are included in the total allowable sign area for building mounted signs.
Mounting Height	Max. 25 feet from grade.	
Number of Signs	See Table A (Standards for Permanent Signs by Use).	
Sign Placement	Permitted on sloped roof buildings only where no walls exist to accommodate a building mounted sign. Only on the lowest 1/3 of the slope of the roof, such that the sign does not project above the roof peak or break the silhouette of the building as viewed from the front of the sign face.	
Installation	Roof mounted signs shall be installed so that the structural supports of the sign are minimized. Angle irons, guy wires, braces or other secondary supports shall appear to be an integral part of the roof or roof sign.	
Illumination	Permitted – See Section 10-50.100.050.C.	
Permitting	Sign Permit is required.	

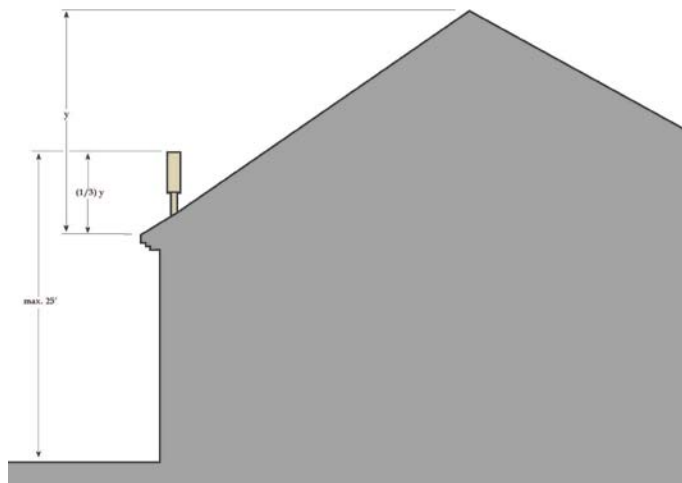


Figure J. Roof Mounted Sign

(12) Service Island Canopy Sign

The standards provided in Table M (Standards for Service Island Signs) shall apply.

Table 10-50.100.060.M: Standards for Service Island Canopy Signs

Standard	
Sign Area	Included in the total allowable building mounted sign area.
Illumination	Permitted - See Section 10-50.100.050.C.
Permitting	Sign Permit is required.

Figure K. Service Island Canopy Sign

ADD DRAWING

(13) Suspended Sign

The standards provided in Table N (Standards for Suspended Signs) shall apply.

Table 10-50.100.060.N: Standards for Suspended Signs

	Standard	Other Requirements
Sign Area	Signs \leq 4 sq. ft. are not included in the total allowable sign area for building mounted sign area.	Signs $>$ 4 sq. ft. in area are included in the total allowable building mounted sign area.
Sign Placement	On or immediately adjacent to the business the sign identifies.	Min. of 8 feet from the bottom of the sign to nearest grade/sidewalk. Sign shall not extend beyond the edge of the building façade or overhang on which it is placed.
Number of Signs	Max. 1.	
Illumination	Permitted - See Section 10-50.100.050.C.	
Permitting	Sign Permit is required.	



Figure L. Suspended Sign

(14) Window Sign

The standards provided in Table O (Standards for Permanent Window Signs) shall apply.

Table 10-50.100.060.O: Standards for Permanent Window Signs

	Standard	Other Requirements
Sign Area	Area of temporary and permanent window signs combined shall not exceed 25% of the area of the window on or within which they are displayed.	Combined window coverage shall not exceed 25% of the area of any 1 window. Signs constructed of perforated vinyl or painted on the window shall be included as part of the 25% area calculation. Permanent window signs are included in the total allowable sign area for building mounted signs.
Sign Placement	No higher than 1 st story windows.	Inside mounting preferred.
Illumination	Neon illumination only.	
Permitting	Sign Permit is required.	



Figure M. Window Sign

(14) **Other Sign Types**

The standards provided in Table P (Standards for Other Sign Types) shall apply.

Table 10-50.100.060.P: Standards for Other Sign Types

Standard	Other Requirements
Drive Through Menu Board and Confirmation Signs	
Sign Area	Menu Board = Max. 40 sq. ft. Order Confirmation Board = Max. 2 sq. ft. If the sign area for both signs combined is greater than 42 sq. ft., the sign area is included in the total allowable building mounted sign area.
Sign Placement	One each per drive through lane
Illumination	Internally illuminated only.
Permitting	No Sign Permit required.
Fuel Pump Signs	
Sign Dimensions	Max. 1.5 ft. high and ≤ the width of the fuel pump. Sign area is excluded from the total allowable building sign area.
Sign Placement	Max one fuel pump sign per fuel pump. 1 fuel pump topper sign, max. 2 sq. ft., per fuel pump also permitted.
Illumination	Internally illuminated only.
Permitting	No Sign Permit required.

Table 10-50.100.060.P: Standards for Other Sign Types

	Standard	Other Requirements
Menu Display Box		
Sign Area	4 sq. ft.	If > 4 sq. ft., area is included in the total allowable building mounted sign area.
Sign Placement	On a wall or within a window of the bar or restaurant it serves.	Designed to be architecturally compatible with the building.
Illumination	Non-illuminated or externally illuminated with down directed, fully shielded fixtures only.	
Permitting	No Sign Permit required for menu display box ≤ 4 sq. ft.	Sign Permit required for menu display box > 4 sq. ft.
Open Sign		
Sign Area	Max. 2 sq. ft.	Not included in the total allowable building mounted sign area.
Sign Placement	Max. 1 sign per business.	
Illumination and Display	Fixed copy or display only – no flashing, scrolling, blinking, or moving text or images.	
Permitting	No Sign Permit required.	
Vending Machine and Similar Facilities		
Sign Area	When placed outside of a business, signs that are an integral part of such machines shall be included in total allowable building mounted sign area.	

10-50.100.070 Comprehensive Sign Programs

A. Purpose

1. The purpose of this Section is to provide a process to respond to special signage needs for proposed or existing multi-family residential and non-residential uses, as well as to provide sign design incentives that promote superior sign design, materials, and methods of installation.
2. A Comprehensive Sign Program provides non-residential and multi-family residential uses with flexibility to develop innovative, creative and effective signage and to improve the aesthetics of the City. This program also provides an alternative to minimum standard signage subject to sign design performance standards.

B. Applicability

Comprehensive Sign Programs apply to proposed or existing non-residential and multi-family residential uses as follows:

1. A Comprehensive Sign Program is required for:

- a. All proposed non-residential single-tenant, multi-tenant, or multi-story developments, and residential master planned communities; and
- b. Existing non-residential multi-tenant uses, when:
 - (1) A building addition and/or an increase of use is proposed in terms of gross floor area, seating capacity, or other units of measurement indicating an intensification of use of 25 percent or more; or
 - (2) An exterior structural remodeling of the building facade is proposed which affects signage.
2. A Comprehensive Sign Program may voluntarily be developed and maintained by the owner, applicant, or representative of any new or existing non-residential and multi-family residential use, when the owner, applicant or representative seeks allowed adjustments under Section 10-50.100.080 (Sign Design Performance Standards). Any adjustments authorized under a Comprehensive Sign Program using the Sign Design Performance Standards apply to all building mounted signs and freestanding signs within the boundaries of the subject site.

C. Review

1. Applications for a Comprehensive Sign Program, including a Comprehensive Sign Program that utilizes the sign design performance standards provided in Section 10-50.100.080 (Sign Design Performance Standards), shall be reviewed by the Director.
2. All Comprehensive Sign Program submittals shall be reviewed for compliance with the requirements of this Division, and the Director shall either approve, conditionally approve, or deny the proposed Comprehensive Sign Program. Following approval by the Director, a copy of the approved Comprehensive Sign Program will be made available to the applicant. Individual signs for multi-tenant developments included within the approved Comprehensive Sign Program are subject to the issuance of separate Sign Permits in compliance with this Division. A Comprehensive Sign Program for a single-tenant development requires only one sign permit.
3. The Planning Commission shall review all Comprehensive Sign Programs that request an increase in allowable sign height and area beyond the limits established in Section 10-50.100.080 (Sign Design Performance Standards) for freestanding signs for multi-tenant buildings or shopping centers.

D. Supplemental Provisions

1. Modifications to an approved Comprehensive Sign Program may be requested in compliance with the procedures set forth in this Section.
2. No sign identified in this Section may be placed upon real property without the consent of the real property owner(s), who shall either sign and submit the application for a Comprehensive Sign Program or designate in writing an authorized representative.
3. A Comprehensive Sign Program may be implemented in phases.

E. Submittal Requirements

A complete application for Comprehensive Sign Program review and approval is required following, or in conjunction with, the approval of the required site plan for the development, and prior to issuance of a building permit. The application shall be signed by the property owner(s), and/or their authorized agent(s), if appropriate, of the property covered by the Comprehensive Sign Program, and shall include the following:

1. An accurate site plan of the overall development, including all parcels included within the multi-tenant development or master planned community, at a scale determined by the Director;
2. The location and sizes of existing and proposed buildings, parking lots, driveways, streets and landscaped areas of the development;
3. The size, location, height, color, lighting source, and orientation of all proposed signs for the development, with a computation of sign area for each sign type;
4. A complete set of sign standards, including but not limited to, style, colors, type(s), placement, letter size, and number of signs and sign material(s);
5. A narrative description of the development to demonstrate that the sign program meets the required findings and/or sign design standards;
6. A non-refundable sign permit fee as provided in Appendix 2 (Planning Fee Schedule); and
7. Any other information deemed necessary to meet the findings noted above.

F. Individual Signs Authorized by an Approved Comprehensive Sign Program

Sign Permits, which must be obtained in compliance with Section 10-20.40.120 (Sign Permit - Permanent Signs), are required for individual signs authorized by an approved Comprehensive Sign Program, provided:

1. The signs comply with all applicable conditions of the approved Comprehensive Sign Program;
2. Sign Permit applications are submitted within a time period specified as part of the conditions of the content or review of the Comprehensive Sign Program, where applicable; and
3. Sign Permit applications are submitted prior to any subsequent amendment to this Division which is more restrictive than provisions existing when the Comprehensive Sign Program was approved.

10-50.100.080 Sign Design Performance Standards**A. Sign Design Elements**

Increases in the allowable area and/or height of certain types of signs may be approved to encourage permanent signs with design features that are preferred by the City and the community at large.

The preferred design features detailed below shall apply to both freestanding and building mounted signs subject to the limitations in Subsection B. These preferred design features are in addition to the base maximum area and height limitations described in Table 10-50.100.060.A (Standards for Permanent Signs by Use). In addition, all signs located in multi-tenant centers are required to comply with the center's comprehensive sign program, if such a plan has been approved by the City.

1. Raised Letter Signs

This standard encourages the use of individual lettered business and logo design, or where appropriate, signs containing copy, logo and/or decorative embellishments in relief on the face of the sign. Such improved sign design enhances the readability of sign copy and projects a positive image of the business or use. A sign area and/or height increase as established in Table A (Percentage Increases for Design Features Used) may be approved for sign designs that display either:

- a. Pan channel letters without raceways, or internal/indirect halo illuminated channel letters on an unlit or otherwise indistinguishable background on a freestanding sign or building wall; or,



Figure A: Raised Letter Sign

- b. Where appropriate, carved signs with a three-dimensional textured surface that is integral to its design, such as extensively carved, routed and/or sandblasted signs containing the business name and/or logo.



Figure B. Carved Sign

2. Simplified Letter and/or Logo Copy

The purpose of this standard is to encourage easily recognizable business identification while simplifying the appearance of the city streetscape. A sign area and/or height increase, as established in Table A (Percentage

Increases for Design Features Used), may be approved for the signs utilizing this design standard.

3. **Sign Structure Materials**

This standard encourages the use of native or natural materials in the construction of sign structures, resulting in improved and innovative sign design and an improved image of the business or development to which it refers. A sign area and/or height increase as established in Table A (Percentage Increases for Design Features Used) may be approved for the sign designs in which a minimum of 75 percent of the sign structure and face are constructed of native or natural materials, including malpais rock, flagstone, river rock, redwood, cedar, treated pine, used brick, and/or unpainted or unfinished non-reflective metals.



Figure C. Sign Structure Materials

4. **Sign Structure which Blends with the Development Site**

This standard encourages the incorporation of a sign and sign structure into a major element of a building façade or significant landscape feature, resulting in the creation of a unique image for the development or premises on which it is located. A sign area and/or height increase as established in Table A (Percentage Increases for Design Features Used) may be approved for the sign designs that integrate major architectural elements or details of the development site into the building façade for a building mounted sign, or the support structure for a freestanding sign.



Figure D. Sign Structure which Blends with Development Site

5. Freestanding Signs of Reduced Height

This standard encourages the reduction of the overall height of freestanding signs the limitations of which are established in Table 10-50.100.060.H (Standards for Freestanding Signs), while maintaining sign and site compatibility and improving the image of the business or development. See Table A (Percentage Increases for Design Features Used) for percentage increases allowed.

Table 10-50.100.080.A: Percentage Increases for Design Features Used

Single Tenant Use	Freestanding Sign		Building Mounted Sign	
	Area Increase	Height Increase	Area Increase	Height Increase
1. Raised Letter	15%	10%	10%	5%
2. Simplified Letter and/or Logo Copy	15%	10%	10% ¹	5%
3. Sign Structure Materials	15%	15%	10%	5%
4. Sign Structure which blends with Development Site	15%	15%	10%	5%
5. Freestanding Signs of Reduced Height	15% area increase for each 1-foot in height reduction		N/A	
Multi-Tenant Use				
1. Raised Letter	15%	10%	10%	5%
2. Simplified Letter and/or Logo Copy ²	15%	20%	N/A	
3. Sign Structure Materials	15%	15%	10%	5%
4. Sign Structure which blends with Development Site	15%	15%	10%	5%
5. Freestanding Signs of Reduced Height	15% area increase for each 1-foot in height reduction		N/A	

Table 10-50.100.080.A: Percentage Increases for Design Features Used**End Notes**

¹Also applies to an individual occupancy within a multi-tenant building, development, or shopping center.

²Applies to multi-tenant building, development, or shopping center.

B. Cumulative Adjustments

Where more than one feature listed in Subsection A is proposed, the adjustment allowed for each individual feature is cumulative. Such sign area and/or height adjustment is measured and based upon the permitted sign area and height for the applicable site as determined in Section 10-50.100.060 (Permanent Signs) of this Division. Cumulative adjustments for sign area and sign height for freestanding and building mounted signs are provided in Table B (Cumulative Adjustments).

Table 10-50.100.080.B: Cumulative Adjustments

# of Features Used	Freestanding Signs		Building Mounted Sign	
	Area	Height	Area	Height
2	30%	20-30% ¹	20%	10%
3	45%	35-40% ¹	30%	15%
4	60%	50%	40%	20%
Standard #5 w/ Standards 1-4	Not to exceed 75% of original max. permitted sign area		N/A	N/A
Cumulative Maximum Sign Area Increase Allowed	75%	50%	50%	20%

End Notes

¹ This percentage varies depending on which design features listed in Table A are utilized.

10-50.100.090 Temporary Signs**A. Purpose**

The Council finds that the proliferation of temporary signs is a distraction to the traveling public and creates aesthetic blight and litter that threatens the public's health, safety, and welfare. The purpose of these regulations is to ensure that temporary signs are not used to continuously advertise goods, services, or other events, and to limit the distractions to the traveling public by eliminating the aesthetic blight and litter caused by temporary signs by allowing them only in the time, place, and manner specified in this Section.

B. General to All

1. Temporary signs are allowed only in compliance with the provisions of this Section;

2. Unless specifically indicated, a Temporary Sign Permit is required for all temporary signs in accordance with Section 10-20.40.130 (Temporary Sign Permits). The applicable fee for a Temporary Sign Permit is established in Appendix 2 (Planning Fee Schedule).
 3. Temporary signs shall not be illuminated;
 4. Temporary signs associated with events restricted to a City park or other City-owned or operated public property, including streets, vacant land, and parking lots, shall be reviewed and approved by the Recreation Services Section in compliance with the Special Event Permit Policy;
 5. The following elements shall be prohibited on temporary signs:
 - a. Any form of illumination, including flashing, blinking, or rotating lights;
 - b. Animation;
 - c. Reflective materials; and
 - d. Attachments, including, but not limited to, balloons, ribbons, loud speakers, etc.
 6. Temporary signs are not allowed on any City property except as specifically authorized and permitted by the City. This prohibition does not apply to temporary signs held by individuals and not affixed to or placed on City property, so long as the individual holding the sign is on property determined to be a traditional public forum and the individual is not blocking ingress or egress from buildings or creating a safety hazard by impeding travel on sidewalks, bicycle and vehicle lanes, or trails;
 7. Temporary signs shall not be placed in clear view zones at street intersections or driveways (Refer to Section 10-50.100.050.F (Sign Placement at Intersection)) and are not allowed within the public right-of-way, including, but not limited to, travel lanes, bicycle lanes, street shoulders, parkway strips, medians, curbs, sidewalks, and trails; and
 8. The Director may remove or cause to be removed any temporary or portable sign erected or displayed upon, or projecting into public property.
- C. Specific to Commercial and Industrial Zones, Transect Zones T5 and T6, and Multi-family Residential Zones**
- A summary of permitted temporary sign types permitted in this Section are listed in Table A (Summary of Permitted Temporary Sign Types) below. Table A also identifies whether temporary directional off-premise signs, temporary off-premise signs, or temporary on-premise signs are permitted.

Table 10-50.100.090.A: Summary of Permitted Temporary Sign Types

Temporary Sign Type	Off-premise Directional Sign	Off-premise Sign	On-site Sign	Section 10-50.100.090
Approved Temporary Uses	P	P ¹	P	C.1
Civic or Non-Profit Events	P	P ¹	P	C.2
City Special Event or Recreation Event	P	P ¹	P ²	C.3
On-Premises Business Signs	--	--	P	C.4
Temporary Development/ Construction Signs	--	--	P	C.5
Sign Walkers	--	P ³	P	C.6

End Notes

¹ Permitted only on the City's approved sign support structures.

² Such signs are permitted subject to the standards applicable to City Special Events.

³ Only allowed on private property or on a public sidewalk immediately adjacent to the business or use being advertised.

Key

P Permitted Sign

-- Sign Not Allowed

Temporary signs on the exterior of a structure or on private property are allowed on property zoned commercial, industrial, or transect zones T5 and T6 in compliance with the following standards:

1. Signs for Approved Temporary Uses

Signs displayed in connection with an approved temporary use as established in Section 10-20.40.150 (Temporary Use Permits) shall comply with the standards provided in Table B (Standards for Approved Temporary Uses at the Location of the Event).

Table 10-50.100.090.B: Standards for Approved Temporary Uses at the Location of the Event

	Standard	Other Requirements
Sign Area	Max. 24 sq. ft.	
Placement	Only on the site for which the temporary use is authorized. Securely attached to a stationary structure, canopy, fence or vehicle associated with the temporary use.	Not in public right-of-way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B.

Table 10-50.100.090.B: Standards for Approved Temporary Uses at the Location of the Event

	Standard	Other Requirements
Period of Use	Max. 7 days before an event.	
Removal	Within 1 day after event.	
Number of Signs	Max. 1 per street frontage for the approved temporary use. If the temporary use has multiple vendors, each vendor may have 1 sign, max. 12 sq. ft., and it must be located at the vendor's booth.	
Directional Signs	See Table 10-50.100.090.E	
Material	Rigid materials only.	Banners, balloons and pennants prohibited.
Illumination	Not permitted.	
Permitting	No Sign Permit required. Reviewed as a part of the Temporary Use Permit for the use.	

2. Civic and Non-Profit Event Signs

- a. All signs advertising events organized and implemented by civic and non-profit organizations, or events for which a Special Event Permit has been approved by the Recreation Services Section, shall comply with the standards provided in Table C (Standards for Temporary Civic or Non-Profit Event Signs at the Location of the Event) and Table D (Standards for Temporary Off-Premise Signs on City Approved Sign Support Structures for City Special and Recreation Events, and Civic or Non-Profit Events).

Table 10-50.100.090.C: Standards for Temporary Civic or Non-Profit Event Signs at the Location of the Event

	Standard
Period of Use	Max. 7 days before an event.
Removal	Shall be removed within 1 day after an event.
Sign Placement	Only on the property where the event will be held. Not in public right-of-way, street medians, or FUTS trails. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B.
Mounting Height	Max. 6 feet.
Sign Area	Max. 24 sq. ft.
Number of Signs	Max. 1 per frontage.
Illumination	Not permitted.
Permitting	No permits required.

Table 10-50.100.090.D: Standards for Temporary Off-Premise Signs on City-Approved Sign Support Structures for City Special or Recreation Events, and Civic and Non-Profit Events

Number of Events	No more than 3 events per organization per year may be advertised on City-approved sign support structures.
Period of Use	Max. 7 days before an event.
Sign Placement	Only at approved locations (See b. below).
Mounting Height	Max. 6 ft.
Sign Size and Area	Max. 3' by 8'; Max. 24 sq. ft.
Banner Details	<p>Grommets shall be placed at each of the corners of the banner for secure attachment to the support structure.</p> <p>Banners shall not have brand identification, such as "Sponsored by XYZ Corporation" or a product brand across the face of the banner as a background.</p> <p>Logos for sponsors of the event or the banner shall be limited to max. 20% of the area of the banner.</p>
Number of Signs	1 sign for each event per support structure, to a max. of 3 sign support structures.
Removal	Within 1 day after an event.
Illumination	Not permitted.
Permitting	No permit required.

- b. An application may be submitted to the Director for the placement of up to three banners on City-approved sign support structures (illustrated in Figure A) for the purpose of promoting a forthcoming civic or non-profit event, a City Recreation Services event, or an event for which a Special Event Permit has been approved by the Recreation Services Section. Placement on these structures is reserved on a first come, first serve basis up to three-months in advance of the event. The locations of the City's approved sign support structures are available on a map on file with the Planning Section.



Figure A. Civic or Non-Profit Event Sign Structure

3. Temporary Directional Signs for City Special Events, Parks and Recreation Events, and Approved Temporary Uses

The standards provided in Table E (Standards for Temporary Directional Signs for City Special Events, Recreation Events, Civic and Non-Profit Events, and Approved Temporary Uses) shall apply.

Table 10-50.100.090.E: Standards for Temporary Directional Signs for City Special Events, Recreation Events, Civic and Non-Profit Events, and Approved Temporary Uses

	Standard	Other Requirements
Area	Max. 6 sq. ft.	
Height	Max. 4 feet.	
Placement	Private property only. Only allowed 1 day prior to an event.	Not in public right-of-way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B.
Removal	Within 1 day after an event.	
Number of Signs	No limit.	
Illumination	Not permitted.	
Permitting	No Sign Permit required - reviewed as part of Special Event Permit.	

4. Temporary On-Premises Business Signs

Temporary signs related to an on-premises business use shall be allowed, subject to the following requirements and limitations:

a. Applicability

Temporary business signs shall not be used to continually advertise goods, services, or events on a site. Temporary signs shall only be used for short term advertising of promotional or seasonal sales events, and for a new occupancy or use, grand opening, going-out-of-business, or a temporary event such as a farmers market or flea market.

b. Standards for Specific Temporary Business Signs

Standards for specific types of temporary business signs are established in Table F (Standards for Specific Temporary Business Signs). Only one of the following temporary business signs may be displayed per 150 linear feet of property frontage or part thereof at any one time, and for no longer than the maximum time allowed for temporary business signs.

Table 10-50.100.090.F: Standards for Specific Temporary Business Signs

	Maximum Duration	Other Requirements
New Occupancy or Use Sign	45 consecutive days within the first 6 months of establishment of a new occupancy or use.	Max. 1 sign per business. May not be combined with a grand opening sign. Sign to be removed when permanent sign is installed.
Grand Opening Sign	30 consecutive days.	Max. 1 sign per business. May not be displayed at the same time as a new occupancy or use sign.
Promotional or Seasonal Sales Sign ¹	Max. of 1 sign for no more than 10 consecutive days, max. 6 times per calendar year.	Only 1 permit is required per calendar year.
Going-Out-of-Business Sign	30 consecutive days.	Max. 1 sign per business. Sign to be removed when business finally closes.

End Notes

¹ Includes Temporary Wall Banners, Temporary Vertical Banners, and Temporary Window Signs.

c. **Types of Temporary Signs**

Wall banners are preferred as the best option for business owners desiring to place temporary business signs. Where the placement of a wall banner is not practical due to limited visibility from a public right-of-way or other constraints a vertical banner may be permitted as an alternative to the wall banner.

(1) **Temporary A-Frame or Upright Signs**

Temporary A-frame signs including upright signs shall comply with the standards provided in Table G (Standards for Temporary A-Frame or Upright Signs).



Figure B. A-Frame Sign



Figure C. Upright Sign

Table 10-50.100.090.G: Standards for Temporary A-Frame or Upright Signs		
	Standard	Other Requirements
Placement to advertise promotional or seasonal sales	Private property only at the business location.	Not in public right-of-way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B.
Duration of use	See Table 10-50.100.090.F.	
Placement as secondary signage	Private property only at the business location.	Only on the walkway directly in front of the store. Shall not interfere with pedestrian travel or encroach upon a required accessible path. Not in public right-of-way, sidewalks, parking areas, driveways, or landscape areas.
Duration of use	No limitation on the number of days they may be used.	
Hours of use	Business hours only.	Removal at the close of business required.
Height	Max. 4 feet.	
Width	Max. 3 feet.	
Number of Signs	Max. 1 per business.	May either advertise a promotional/seasonal sale or be used for secondary signage.
Illumination	Not permitted.	
Permitting	Sign Permit required.	
Design and construction	Shall be: <ol style="list-style-type: none"> (1) Constructed of min. ¾-inch, high density exterior grade compressed wood or molded plastic; (2) Constructed with a protective, water resistant coating that is impervious to weather conditions; (3) Constructed with cut vinyl graphics and may contain zip tracks for changing of cut vinyl graphics; (4) Of sufficient weight and durability to withstand wind gusts, storms, etc.; and (5) Maintained in a professional manner free of chipping paint, cracks, gouges, and loss of letters, etc. 	

(2) **Temporary Vertical Banners**

Temporary vertical banners shall comply with the standards provided in Table H (Standards for Temporary Vertical Banners).



Figure D. Temporary Vertical Banner

Table 10-50.100.090.H: Standards for Temporary Vertical Banners

	Standard	Other Requirements
Placement	Private property only at the business location. Securely fastened to the ground.	Not in public right-of-way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B.
Mounting	Secure attachment to mounting pole required.	
Hours of use	Business hours only.	Removal at the close of business required.
Duration of use	See Table 10-50.100.090.F.	
Height	Max. 10 feet.	Measured from grade to the top of the vertical banner.
Width	Max. 2 feet.	
Number of Signs	Max. 1 per business.	
Illumination	Not permitted.	
Permitting	Temporary Sign Permit required.	
Design and construction	Professionally crafted.	

(3) Temporary Wall Banners

Temporary wall banners are permitted in all commercial and industrial zones in compliance with the standards provided in Table I (Standards for Temporary Wall Banners).

Table 10-50.100.090.I: Standards for Temporary Wall Banners		
	Standard	Other Requirements
Placement	Private property only.	Not in public right-of-way. Not attached to a vehicle.
Mounting	Attached to a primary structure only, and not to any part of a roof or the supports for the roof.	Secure attachment to building required.
Mounting Height	Max. 25 feet to top of sign.	
Area	Max. 24 sq. ft.	
Number of Signs	Max. 1 per business.	
Illumination	Not permitted.	
Duration of use	See Table 10-50.100.090.F.	
Permitting	Temporary Sign Permit required.	Wall banners shall not be used as permanent signs.
Design and construction	Professionally crafted.	



Figure E. Temporary Wall Banner

(4) Window Signs

Temporary window signs shall comply with the standards provided in Table J (Standards for Temporary Window Signs).

Table 10-50.100.090.J: Standards for Temporary Window Signs

	Standard	Other Requirements
Sign Area	Area of temporary and permanent window signs combined (including signs constructed of perforated vinyl or painted on the window) shall not exceed 25% of the area of the window on or within which they are displayed.	Not included in the total allowable sign area.
Sign Placement	No higher than 1 st story windows.	Inside mounting preferred.
Illumination	Not permitted.	
Permitting	No Sign Permit required.	

5. Temporary New Development/Construction Signs

Temporary signs announcing new development or construction shall comply with the standards provided in Table K (Standards for Temporary New Development/Construction Signs).

Table 10-50.100.090.K: Standards for Temporary New Development/Construction Signs

Sign Area	Max. 32 sq. ft.	
Sign Placement	Max. 1 sign per street frontage. Only on the site where the new development is proposed.	Only after Site Plan Approval has been granted.
Sign Removal	Prior to issuance of a Certificate of Occupancy.	
Illumination	Not permitted.	
Permitting	No Sign Permit required.	

6. Sign Walkers

Sign walkers are allowed, subject to the following standards:

- a. Sign walkers shall only be allowed in commercial and industrial zones, and Transect Zones T5 and T6;
- b. Sign walkers shall only be located on private property with the property owner's or property manager's written approval, or on a public sidewalk or walkway immediately adjacent to the property for

which the use, activity, business, sale, or advertising is being conducted;

- c. Sign walkers shall be located a minimum of 30 feet from a street or driveway intersection measured from the back of the curb or edge of pavement if no curb exists, and shall not be located in any of the following locations:
 - (1) On any public property or within any public right-of-way except as specified in paragraph b.;
 - (2) In parking aisles or stalls;
 - (3) In driving lanes;
 - (4) On fences, walls, boulders, planters, other signs, vehicles, utility facilities or any other structure;
 - (5) Within 30 feet from any other sign walker; or,
 - (6) In a manner that results in sign walkers physically interacting with motorists, pedestrians, or bicyclists;
- d. Sign walkers shall be limited to the hours of operation of the business they are advertising;
- e. Sign walker signs shall not exceed eight square feet in area, shall not exceed eight feet in height when held or in place, and shall be professionally crafted;
- f. Sign walker signs that include any of the following are prohibited:
 - (1) Any form of illumination, including flashing, blinking or rotating lights;
 - (2) Animation on the sign itself; or
 - (3) Spinning, waving, throwing the sign in the air or any other such erratic movement intended to attract attention.
- g. No Sign Permit is required for sign walkers.

10-50.100.100 Sign Districts of Special Designation

A. Flagstaff Central District

1. Purpose

The additional sign regulations provided in this Section for the Flagstaff Central District Area of Special Designation are intended to recognize,

preserve and promote the inherent and unique qualities of Flagstaff's historic downtown area of the City which is an integral part of the City's economic stability and growth. The area designated as the Flagstaff Central District encompasses those areas of the City characterized by narrow streets, smaller lots, and lot frontages, and buildings representative of the early development of Flagstaff.

2. Applicability

- a. The Flagstaff Central District is bounded by Columbus Avenue/Switzer Canyon Drive to the north, Butler Avenue to the south, Park Street to the west, and Elden Street to the east. The Flagstaff Central District is mapped on Map 10-90.40.040 (Flagstaff Central District) in Division 10-90.40 (Overlay Maps).
- b. The standards provided in this Section shall be applied in addition to the standards and requirements otherwise established in this Division.

3. Permits

All applications for Sign Permits for signs to be located in the Flagstaff Central District shall follow the sign permitting requirements and procedures established in Section 10-20.40.120 (Sign Permit - Permanent Signs), except that signs to be located in the Flagstaff Central District shall also be reviewed for approval by the Historic Preservation Officer.

4. Findings for Signs Proposed in the Central District

Signs proposed in the Flagstaff Central District shall be reviewed and approved based on application of the following findings to ensure that signs are:

- a. Representative of the character of the surrounding district and adjacent architecture, as well as of the building on which they appear, when considered in terms of scale, color, materials, lighting levels, and adjoining uses;
- b. In proper scale to and expressive of the business or activity for which they are displayed;
- c. Innovative in the use of three dimensional form (i.e. letters, logos, or other sign elements shall have a minimum relief of the lesser of 1 percent of the longest sign dimension or 1.5 inches), profile, and iconographic representation;
- d. Employed with exceptional lighting design;
- e. Employed with exceptional graphic design, including the outstanding use of color, pattern, typography, and materials; and

- f. Made of high quality and durable materials appropriate for an urban setting.



Figure A. Local Examples of Signs
Appropriately Designed for the Flagstaff
Central District

5. Standards

Signs within the Flagstaff Central District shall comply with the standards and requirements otherwise established in this Division as well as the following standards:

a. **Building Mounted Signs**

Building mounted signs provide simple business identification. The standards provided in Table A (Standards for Building Mounted Signs in Flagstaff Central District) shall apply.

Table 10-50.100.100.A: Standards for Building Mounted Signs in Flagstaff Central District

Standard	
Total Sign Area for the Building	The greater of: (1) The number of building entries ¹ + 1 sign X 30 sq. ft. (e.g. if a building has 6 entries the Total Sign Area = 6 + 1 X 30 = 210 sq. ft.); or (2) 100 sq. ft. max.
Individual Sign Area for Each Business	The lesser of: (1) 1 sq. ft. to 1 linear ft. of the width of the business space served by an entrance ² ; or (2) 100 sq. ft. max.; or (3) The total sign area for the building.
Number of Signs	<u>Number of building entries + 1</u> per business.
Sign Placement	No higher than the lesser of either: (1) The 2 nd story sill level; or (2) On or above the expression line of any building; or (3) Not above any visible roofing material on the building element; or (4) Max. 25 feet. At least 1 sign shall be associated with the building entry zone ¹ (may be wall mounted, projecting, awning, etc.). Sign copy on awnings is only permitted on 1 st story windows. Where multiple businesses use a common entrance, a common sign shall be placed adjacent to the sidewalk level building entry ³ .
Painted Building Mounted Signs	Shall comply with Table 10-50.100.060.C. The requirement for three dimensional form required in the Findings for Signs Proposed in the Central District shall not apply.
Illumination	See Section 10-50.100.050.C.
Permitting	Sign Permit is required.

End Notes

¹ Building entries in this context do not include service entries or separate doors for lodging rooms.

² Where a building has multiple frontages (i.e. a corner building), the shortest frontage shall apply.

³ Two or more businesses served by a common entrance are considered 1 business for sign computation purposes.

Figure B. Total Sign Area for the Building and Individual Sign Area for Each Business

- (1) Signs painted directly on the building when the wall surface already has been painted in a uniform manner are permitted. Signs proposed for previously unpainted rock or brick are not permitted. Heritage signs shall not be defaced or obscured.
- (2) **Awning and Canopy Signs**
Awning signs used to enhance a storefront or canopy signs used to accent building entries may be used in lieu of projecting signs, and may be used in coordination with flush building mounted signs. Such signs are subject to the provisions in Section 10-50.100.060.C.4.b.(1) and (3).



Figure C. Awning and Canopy Signs

- (3) **Building Identification Sign**
The standards provided in Table B (Standards for Building Identification Signs) shall apply.

Table 10-50.100.100.B: Standards for Building Identification Signs in the Flagstaff Central District

	Standard	Other Requirements
Sign Area	Signs ≤ 12 sq. ft. are not included in the total allowable sign area.	Signs > 12 sq. ft. are included in the total allowable area for building mounted signs.
Mounting Height	No limitation - shall not project above the roof peak or break the silhouette of the building.	
Sign Placement	Shall be placed above, or in relation to, the primary entrance to the building.	
Illumination	Not permitted.	
Permitting	Sign Permit is required.	



Figure D. Building Identification Sign

(4) Projecting Signs

The standards provided in Table C (Standards for Projecting Signs in the Flagstaff Central District) shall apply.

Table 10-50.100.100.C: Standards for Projecting Signs in the Flagstaff Central District

	Standard
Sign Area	Max. 16 sq. ft. (included in the total allowable sign area for building mounted signs)
Mounting Height	Min. of 8 feet from the bottom of the sign to the sidewalk, and mounted perpendicular to the building face or corner of the building.
Number of Signs	Max. 1 per business.
Sign Placement	Shall extend a max. of 4 feet from the building.
Illumination	Non-illuminated or externally illuminated. Down directed, fully shielded fixtures only.
Permitting	Sign Permit is required

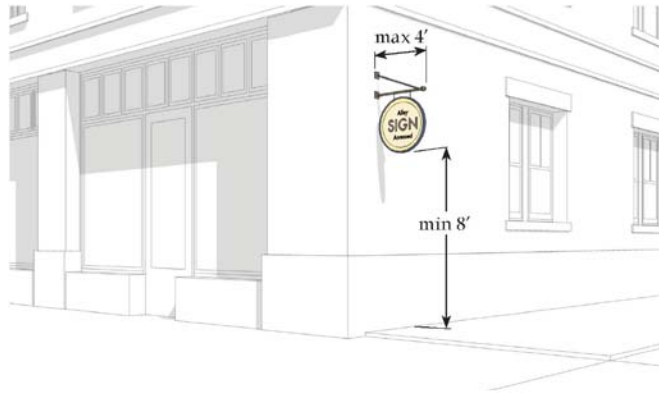


Figure E. Projecting Sign

b. Freestanding Signs

Two styles of freestanding signs are permitted within the Flagstaff Central District: either a low profile freestanding sign, or a freestanding suspended sign. The standards provided in Table D (Standards for Freestanding Signs in Flagstaff Central District) shall apply.

Table 10-50.100.100.D: Standards for Freestanding Signs in Flagstaff Central District			
	Standard		Other Requirements
	Area	Height	
Low Profile Freestanding Sign – Single Tenant Use	24 sq. ft.	6 feet	Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base.
Low Profile Freestanding Sign – Multiple Tenant Use	32 sq. ft.	8 feet	Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base.
Freestanding Suspended Sign	18 sq. ft.	10 feet to top of sign pole	Sign structure shall consist of a vertical pole and horizontal decorative sign support, and shall be constructed of wood or metal.
Number of Signs	1 sign permitted per business.		
Illumination	See Section 10-50.100.050.C.		Externally illuminated with down-directed and shielded fixtures only.
Permitting	Sign Permit is required.		

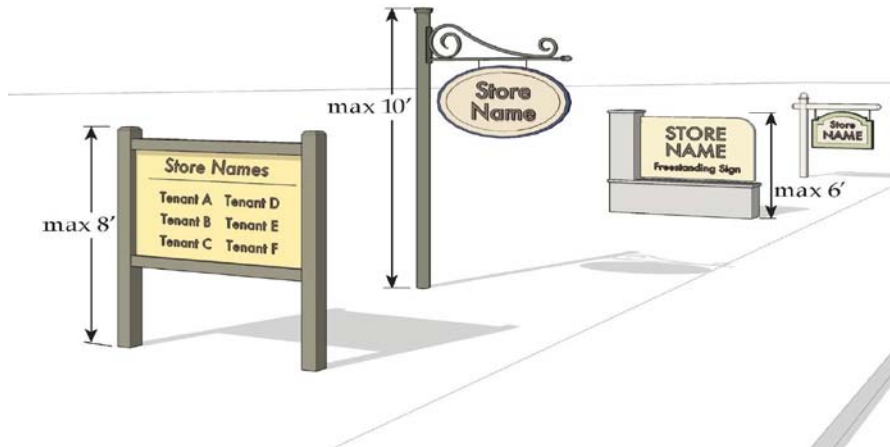


Figure F. Freestanding Sign

c. **Temporary Signs**

Temporary signs proposed within the Flagstaff Central District shall comply with the standards established in Section 10-50.100.090 (Temporary Signs).

B. **Downtown Historic District**

1. **Purpose**

This Section establishes additional sign regulations for the Downtown Historic District. Refer to Division 10-30.30 (Heritage Preservation).

2. **Applicability**

- a. The Downtown Historic District applies to all properties located within the T6 Transect Zone (Refer to Section 10-10.40.100, T6 Downtown (T6) Standards) and the area bounded by the east side of Humphreys Street to the west side of Verde Street, and by the north side of Route 66 to the south side of Cherry Avenue, including portions of Flagstaff Townsite and Railroad Addition Subdivisions. The Downtown Historic District is mapped on Map 10-90.40.030 (Downtown Historic Design Review), in Division 10-90.40 (Overlay Maps).
- b. The standards provided in this Section for the Downtown Historic District shall be applied in addition to the standards and requirements otherwise established in this Division.

3. **Permits**

All applications for Sign Permits for signs to be located in the Downtown Historic District shall follow the sign permitting requirements and procedures established in Section 10-20.40.120 (Sign Permit - Permanent Signs), except that the Heritage Preservation Commission or Heritage

Preservation Officer shall also review the Sign Permit application following the procedures established in Division 10-30.30 (Heritage Preservation).

4. Design Standards

Signs within the Downtown Historic District shall comply with the standards and requirements otherwise established in this Division as well as with the findings and standards established in Subsection A.4 and A.5 applicable to the Flagstaff Central District and the Development Design Standards and Guidelines for this district established in the *Design Handbook for Downtown Flagstaff (1997)*.

5. Temporary Signs

Temporary signs proposed within the Downtown Historic District shall comply with the standards established in Section 10-50.100.090 (Temporary Signs), except as provided below:

- a. No A-frame, upright signs, or vertical banners shall be permitted in the Downtown Historic District.
- b. Temporary stanchion signs shall comply with the standards provided in Table 10.50.100.100.E (Standards for Temporary Stanchion Signs).

Table 10-50.100.100.E: Standards for Temporary Stanchion Signs		
	Standard	Other Requirements
Placement	Only within the Downtown Historic District.	Only within the amenity zone on the sidewalk directly in front of the store.
Hours of use	Business hours only.	Removal at the close of business required.
Height	Max. 4 feet.	
Width	Max. 12 inches.	
Number of Signs	Max. 1 per business.	
Illumination	Not permitted.	
Permitting	No Sign Permit required.	
Design and construction	Professionally crafted. Shall be compatible with the architectural character of the Downtown District.	

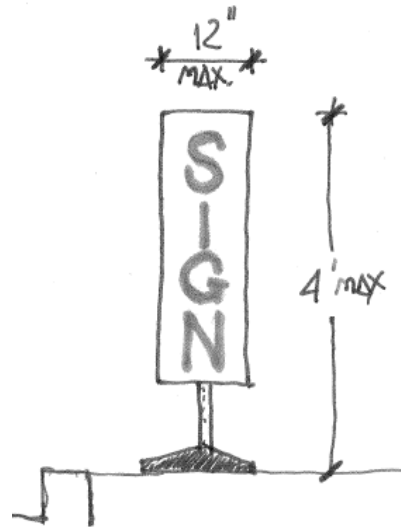


Figure G. Stanchion Sign

C. Reserved for Future Use

D. Flagstaff Auto Park District

1. Purpose

The purpose of the Flagstaff Auto Park District Area of Special Designation is to recognize that the interior parcels of a large commercial center should be entitled to install the same kind of business signage as the perimeter parcels, and to promote the economic vitality and commercial viability of those businesses that do not have highway frontage.

2. Applicability

- a. The Flagstaff Auto Park District includes lots 1 through 13, a portion of Historic Route 66 between North Test Drive and US Highway 89, and City owned property on the southeast corner of the intersection of Historic Route 66 and US Highway 89 as illustrated in Figure H. The Flagstaff Auto Park District Area of Special Designation is not to be confused with any other district which may be designated for special consideration within the City of Flagstaff.
- b. The special regulations for the Flagstaff Auto Park District apply only to an off-premise Auto Park identification sign located on the southeast corner of the intersection of Historic Route 66 and North Highway 89 and an Auto Park entrance sign to be located on Lot 8 at the northeast corner of the intersection of Test Drive and Historic Route 66. All other signs proposed on all lots and parcels within the Flagstaff Auto Park District shall comply with the applicable provisions of this Division.

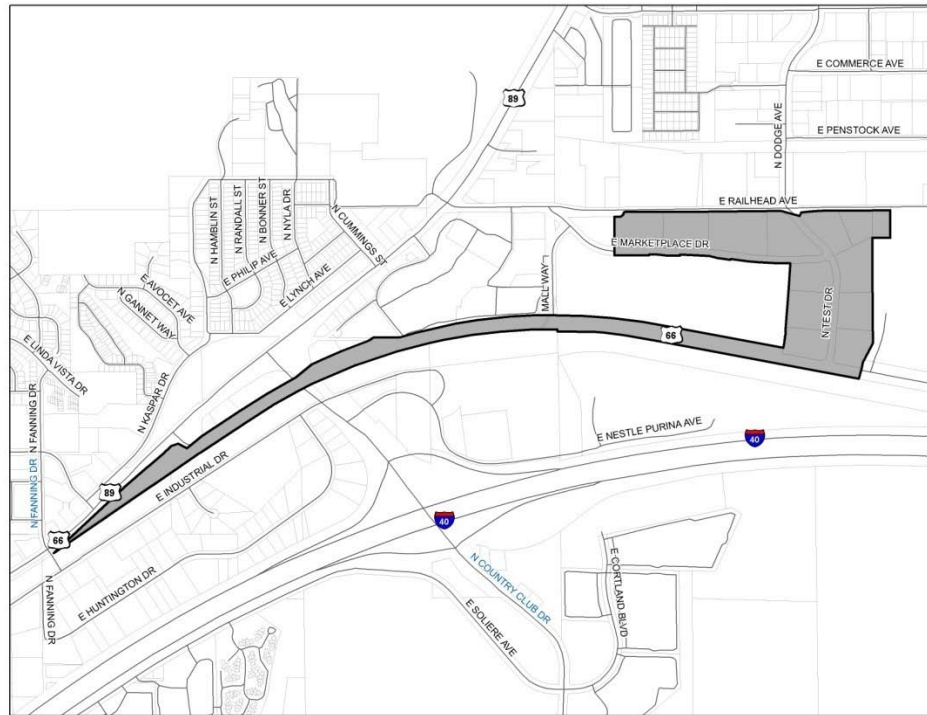


Figure H. Flagstaff Auto Park District

3. Permits

- a. Permits for signs in the Flagstaff Auto Park District Area of Special Designation may only be issued after a completed sign permit application (Refer to Section 10-20.40.120 (Sign Permit - Permanent Signs) and Section 10-20.40.130 (Sign Permit - Temporary Signs)) has been reviewed by the Planning Director.
- b. The Planning Director may approve, conditionally approve or deny a sign proposal for the off-premise Auto Park identification sign or an Auto Park entrance sign in the Flagstaff Auto Park District, and shall only approve an application that complies with the Design Standards established in Subsection 4.

4. Design Standards

- a. **Primary Flagstaff Auto Park District Identification Sign**
The primary Flagstaff Auto Park District identification sign shall comply with the following standards. Refer also to Figure I.

(1) Overall Sign Dimensions

(a) Height

The maximum overall height of the sign shall be 22 feet and three inches measured from the highest finish grade at the base of the sign to the top of the sign. The maximum height of

the sign body and base measured from the highest finish grade to the top of the sign body shall be nine feet.

(b) **Diameter**

The maximum diameter of the sign body (i.e. where the auto dealer logos will be placed) shall be 15 feet.

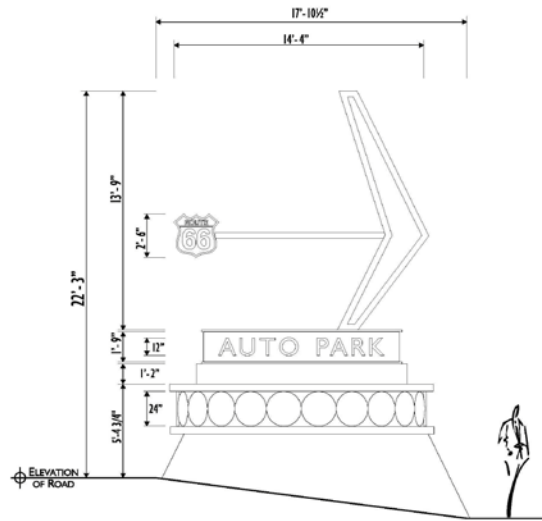


Figure I. Primary Flagstaff Auto Park District Identification Sign

(2) **Sign Materials and Standards**

- (a) The sign base below where the auto dealer logos will be placed shall be constructed with natural stone or an authentic simulation of natural stone.
- (b) The sign copy identifying this sign for the Flagstaff Auto Park District shall be mounted without raceways.
- (c) Signs for individual auto dealers shall only be mounted on the sign body, and shall only include logos for those businesses, and not text.
- (d) The Flagstaff Auto Park District sign shall include a landscaped area located around the base of the sign equal to two and one-half square feet for each square foot of sign area and containing trees, shrubs and ground cover plants. Shrubs and ground covers shall have a spacing of not greater than three feet on center.

b. **Secondary Flagstaff Auto Park District Identification Sign**

The secondary Flagstaff Auto Park District identification sign shall comply with the following standards. Refer also to Figure J.

(1) Overall Sign Dimensions

(a) Height

The maximum overall height of the sign (i.e. the sign body and base only) shall be nine feet measured from the highest finish grade at the base of the sign to the top of the sign.

(b) Diameter

The maximum diameter of the sign body (i.e. where the auto dealer logos will be placed) shall be 15 feet.

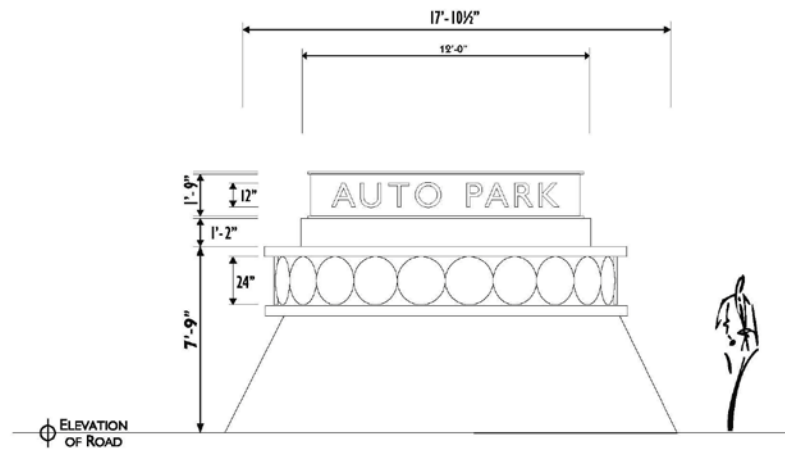


Figure J. Secondary Flagstaff Auto Park District Identification Sign

(2) Sign Materials and Standards

- (a) The sign base below where the auto dealer logos will be placed shall be constructed with natural stone or an authentic simulation of natural stone.
- (b) The sign copy identifying this sign for the Flagstaff Auto Park District shall be mounted without raceways.
- (c) Signs for individual auto dealers shall only be mounted on the sign body, and shall only include logos for those businesses, and not text.
- (d) The sign shall include a landscaped area located around the base of the sign equal to two and one-half square feet for each square foot of sign area and containing trees, shrubs and ground cover plants placed throughout the required landscape area. Shrubs and ground covers shall have a spacing of not greater than three feet on center.

5. Sign Maintenance

Signs shall be maintained in accordance with the provisions of Section 10-50.100.050.E.

E. Flagstaff Mall and Marketplace District

1. Purpose

This Section establishes additional sign regulations for the Flagstaff Mall and Marketplace District.

2. Applicability

- a. The Flagstaff Mall and Marketplace District includes those lots developed as the Flagstaff Mall and Marketplace, a portion of Historic Route 66 between North Test Drive and North Country Club Drive, a portion of North Country Club Drive from Historic Route 66 to East Nestle Purina Avenue, and City owned property on the northeast corner of the intersection of North Country Club Drive and East Nestle Purina Avenue as illustrated in Figure K. The Flagstaff Mall and Marketplace District is not to be confused with any other district which may be designated for special consideration within the City of Flagstaff.
- b. The special regulations for the Flagstaff Mall and Marketplace District apply only to an off-premise Flagstaff Mall and Marketplace identification sign located within an easement area defined in Easement Agreement (Monument Sign) between the City of Flagstaff and Flagstaff Mall SPE LLC on City owned property on the northeast corner of the intersection of North Country Club Drive and East Nestle Purina Avenue. All other signs proposed on all lots and parcels within the Flagstaff Mall and Marketplace District shall comply with the applicable provisions of this Division. Any real property located within both the Flagstaff Marketplace District and Flagstaff Auto Park District shall be considered as belonging to one or the other of these districts. No combination of districts is intended by the overlapping of the Flagstaff Mall and Marketplace District and the Flagstaff Auto Park District. The Flagstaff Mall and Marketplace identification sign referenced above may also include the name "Auto Park" within the sign name portion of the sign above the future tenant panels.

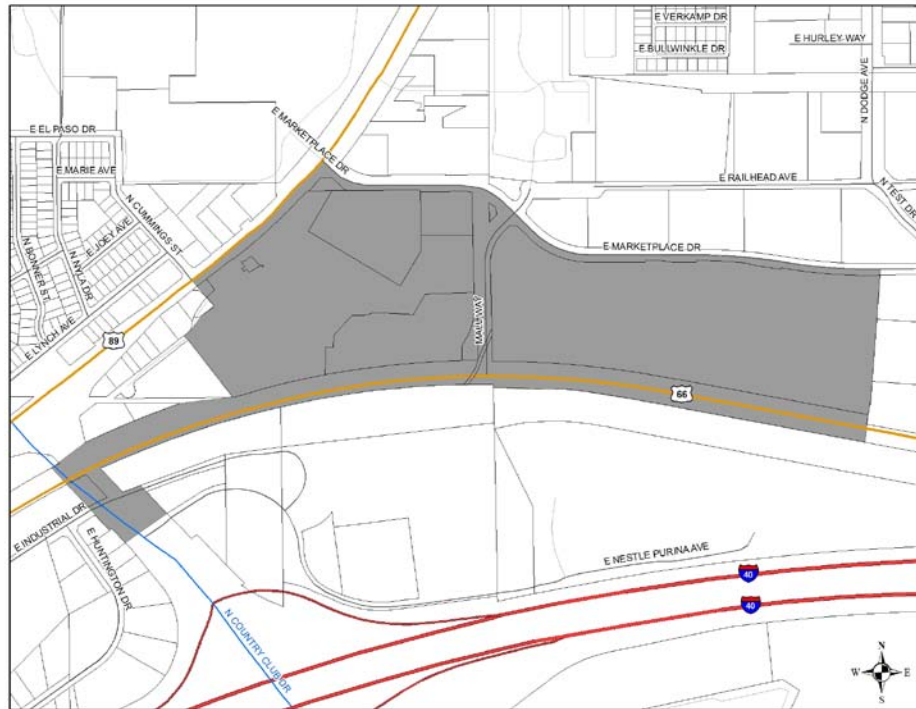


Figure K. Flagstaff Mall and Marketplace District

3. Permits

- a. Permits for signs in the Flagstaff Mall and Marketplace District may only be issued after a completed sign permit application (Refer to Section 10-20.40.120 (Sign Permit - Permanent Signs) and Section 10-20.40.130 (Sign Permit - Temporary Signs)) has been reviewed by the Planning Director.
- b. The Planning Director may approve, conditionally approve or deny a sign proposal for the off-premise Flagstaff Mall and Marketplace identification sign, and shall only approve an application that complies with the Design Standards established in Subsection 4.

4. Design Standards

The Flagstaff Auto Park and Marketplace District identification sign shall be designed and constructed in accordance with the approved Comprehensive Sign Plan dated January 10, 2006 for the Flagstaff Mall and Marketplace, and shall comply with the following standards. Refer also to Figure L.

a. Overall Sign Dimensions

(1) Height

The maximum overall height of the sign shall be 22 feet and six inches measured from the highest finish grade at the base of the sign to the top of the sign. The maximum height of the sign body

(i.e. future tenant panels signage area) and sign base measured from the highest finish grade to the base of the sign shall be 20 feet.

(2) **Length**

The maximum length of the sign base shall be 17 feet.

(3) **Width**

The maximum width of the sign base shall be four feet.

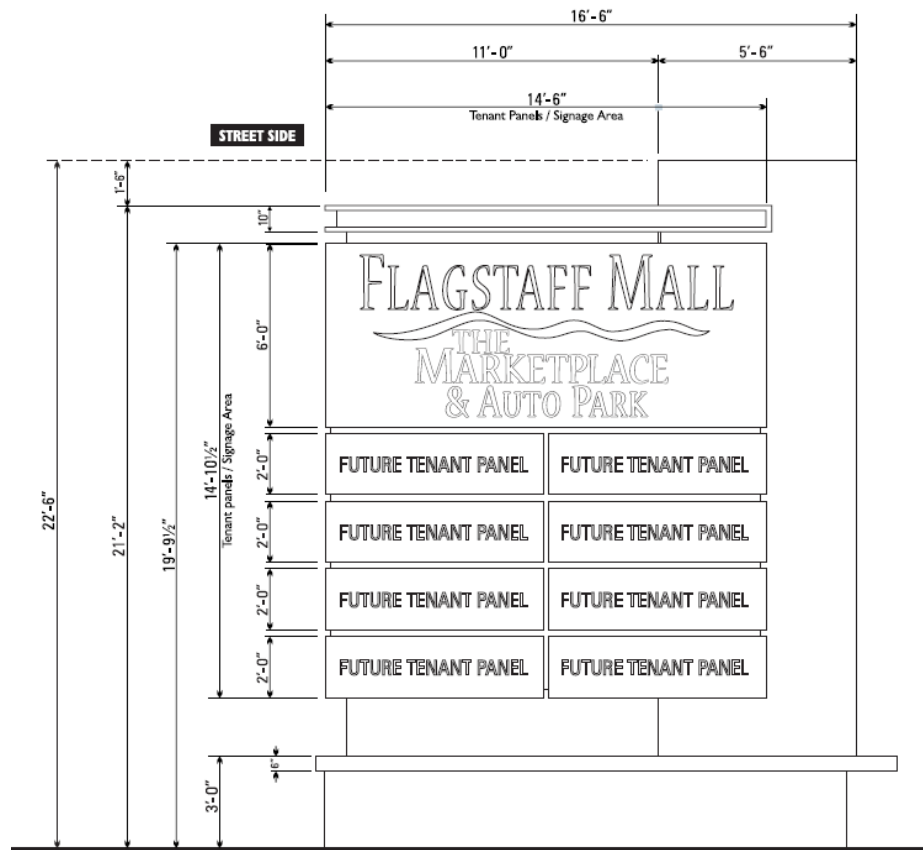


Figure L. Flagstaff Mall and Marketplace District Identification Sign

(4) **Sign Name**

The maximum height of the portion of the sign where the letters "Flagstaff Mall & Marketplace Auto Park" will be located shall be six feet, and its maximum width shall be 14 feet and six inches.

b. **Sign Materials and Standards**

- (1) The sign base shall be constructed with natural stone or an authentic simulation of natural stone and capped with a concrete cap no more than six inches thick.

- (2) The sign cabinet exterior shall be aluminum painted with no more than two complimentary colors with a satin finish.
- (3) Eight removable aluminum routed faces mounted in two columns of four sign faces each shall be provided for future tenants of the Flagstaff Mall and Marketplace District.
- (4) A white acrylic internally illuminated accent feature may be incorporated into the top of the sign cabinet.
- (5) The name used to identify this sign shall be "Flagstaff Mall & Marketplace Auto Park" may be incorporated into the top of the sign cabinet.
- (6) **Sign Area**
 - (a) The overall sign area shall not exceed 216 sq. ft. on each side of the sign.
 - (b) The area for each of the future tenant panels shall not exceed two feet in height and a total width for both columns of panels of 14 feet and 6 inches.
 - (c) Each future tenant panel shall be separated from the sign face above or below it by no more than three inches.
 - (d) The total height of the signage area shall not exceed 14 feet and 8 inches.

c. **Sign Illumination:**

- (1) The sign shall be internally illuminated only, and no external indirect illumination of the sign structure by any means is permitted.
- (2) Internally illuminated sign panels shall be constructed with an opaque background and translucent letters and symbols, or with a colored background and lighter letters and symbols. Where white or other night bright colors are part of a logo, such colors are permitted in the logo only, provided that the logo represents not more than 50 percent of the total sign area permitted.

5. **Sign Maintenance**

Signs shall be maintained in accordance with the provisions of Section 10-50.100.050.E.

10-50.100.110 Nonconforming Signs

Section 10-20.60.110 (Nonconforming Signs) provides the standards and regulations for Nonconforming Signs.

10-50.100.120 Enforcement

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, display, maintain or use a sign within the City contrary to, or in violation of, any provision of this Division. The requirements of this Division shall be enforced in compliance with the enforcement provisions of Division 10-20.110 (Enforcement).

10-50.100.140 Appeals

Any person, firm or corporation aggrieved by a decision of the Director in interpreting, applying, or enforcing this Section may file an appeal in compliance with the appeal provisions established in Section 10-20.80.020 (Appeals of Interpretations by Zoning Code Administrator or Director).

10-50.100.150 Severability

- A. If any Section, sentence, clause, phrase, word, portion, or provision of the Division is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect, impair, or invalidate any other Section, sentence, clause, phrase, word, portion, or provision of this Division which can be given effect without the invalid provision.
- B. The invalidation of the application of any Section, sentence, clause, phrase, word, portion, or provision of this Division to a particular property or structure, or any particular properties or structures, by any court of competent jurisdiction shall not affect the application of such Section, sentence, clause, phrase, word, portion or provision to any other property or structure not specifically included in said invalidation.

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Chapter 10-80 Definitions of Terms ...

10-80.20.190 Definitions, "S."

Sidewalk: The portion of a street that is paved between the curb lines or the lateral lines of a roadway and the adjacent property lines and that is intended for the use of pedestrians.

Sign: A structure, device, figure, display, message placard or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended or used to advertise, ~~or to~~ provide information in the nature of advertising, [provide historical, cultural, archeological, or social information](#), or direct or attract attention to an object, person, institution, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images.

Sign, Abandoned: A sign that identifies a business, lessor, owner, product, service, or activity that is no longer on the premises where the sign is displayed.

Sign, Animated: A sign, or any portion of a sign, made or equipped to move or give the appearance of moving, either by the movement of any light used in conjunction with a sign, such as blinking traveling, flashing or changing degree of intensity, or by mechanical means or movement of the air.

Sign Area: The entire face of a sign including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

Sign, Awning/~~Canopy~~: A sign that is printed, painted, or affixed to an awning~~or canopy~~.

Sign, Bandit: Any advertising sign that is placed on public property or on private property without the consent of the property owner or as [authorized in Division 10.50.100 \(Sign Standards\)](#) ~~sign permit~~.

Sign, Banner: A temporary sign which is painted or displayed upon a sheet composed of fabric, pliable plastic, paper, or other non-rigid material, fastened to the exterior of a building or exterior structure, other than a flag pole. This definition does not include a flag.

Sign, Billboard: A permanent structure for the display of off-premises advertising.

~~**Sign Board:** A sign located on sign boards that are permanently mounted on the canopy support poles.~~

Sign, Building Identification: A sign consisting of letters applied to a building wall, engraved into the building material, or consisting of a sculptural relief which contains the name of the building or describes its function, but which does not advertise any individual tenant of the building or any products or services offered.

Sign, Building Mounted: Any sign that is fastened, attached, connected, or supported in whole or in part by a building or architectural feature.

Sign, Building Mounted-Wall: A sign attached to, painted on, connected to, or erected against the wall, parapet, or fascia, ~~or mansard roof, or~~ a building or structure with the exposed face of the sign in a plane parallel to the vertical face of the building or structure.

Sign, Cabinet: A sign with its text and/or logo symbols and artwork on a translucent face panel that is mounted within a metal frame or cabinet that contains the lighting fixtures which illuminate the sign face from behind.

Sign Canopy: A sign that is printed, painted, or affixed to a canopy, typically used to accent building entries.

Sign, Service Island Canopy-Fascia: A sign mounted flush against the fascia vertical plane of a gas station the service canopy island canopy fascia.

Sign, Changeable Copy: A sign that is designed so that characters, letters, numbers or illustrations can be manually ~~or mechanically~~ changed or rearranged without altering the face or surface of the sign.

Sign, Civic or Non-Profit Event: A sign used to announce and advertise the activities conducted at an event organized and implemented by a civic or non-profit organization.

Sign Copy: Any graphic, word, numeral, symbol, insignia, text, sample, model, device, or combination thereof that is primarily intended to advertise, identify or notify.

Sign, Directional: A sign that is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic within a development, which is normally located adjacent to a public right-of-way or near various points of passage on or within private property.

Sign, Directory: A single sign, or a set of similarly designed individual signs placed or displayed in sequence and which may provide information in a list, roster, or directory format.

Sign, District: See "Sign, Neighborhood or District."

Sign, Electronic Message Display: A sign or portion of a sign that is capable of changing its characters, letters, numbers, illustrations, display, color, and/or light intensity by electronic or automatic means. ~~A type of changeable copy sign that uses changing lights to form a sign message or messages, and wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Any electronic or electronically controlled message board, where scrolling or moving copy changes are shown on~~

~~the same message board or any sign which changes the text of its copy electronically or by electronic control.~~

~~**Sign Embellishment:** Structural or decorative elements of a sign.~~

Sign, Externally Illuminated: Any sign, the facing of which reflects light from an external light source intentionally directed upon it.

Sign, Fixed Illumination Display: A sign whose copy or display is formed by illuminated lamps, including light emitting diodes (LEDs), with a fixed copy or display that is not changeable or programmable.

Sign, Freestanding: A sign that is erected or mounted on its own self-supporting permanent structure or base detached from any supporting elements of a building.

Sign, Freestanding Suspended: A freestanding sign type featuring a double or single sided sign face, hung at a perpendicular angle from a sign pole structure fitted with a projecting sign mount.

Sign, Fuel Pump: A sign mounted above, and integrated into the structure of, an operable fuel dispensing pump used to advertise the brand name of the fuel dispensed from the pump.

Sign, Fuel Pump Topper: A sign affixed to the top of an operable fuel-dispensing pump used to advertise goods offered for sale on the same parcel on which the fuel pump is located.

Sign Height: The vertical distance measured from the lowest adjacent grade to the highest point of the sign or sign structure.

Sign, Heritage: An individual sign of historic or cultural significance worthy of special recognition and consideration because it may be unusual, significant, or meaningful to Flagstaff's streetscape or history.

Sign Individual Letter: A cut-out or etched letter or logo which is individually mounted on a landscape screen wall, building wall, or freestanding sign.

Sign, Internally Illuminated: Any sign in which the source of light is entirely enclosed within the sign and not directly visible.

Sign, Interpretative: A sign used to inform and educate the public of a site's heritage, cultural, or environmental significance. Interpretative signs serve as wayside exhibits at points of interest by providing explanation of the events, subjects, or sites that they highlight, and can answer questions or direct attention to features or relationships of a site.

Sign, Landscape Wall: A sign consisting of individual letters mounted on a screen or perimeter wall which may be attached or detached from a building, but which is architecturally integrated with the overall development.

Sign, LED: A sign consisting of light emitting diodes (electronic components that let electricity pass in only one direction) that emit visible light when electricity is applied.

Sign, Logo: A stylized group of letters, words, symbols or combination thereof used to represent and distinguish a business or product from the competition.

Sign, Menu Display Board: A sign advertising the menu for a restaurant, bar, or lounge.

~~**Sign, Multicolor Changeable Copy LED:** A sign composed of LEDs of more than one color and programmable to allow changing displays.~~

~~**Sign, Multicolor Fixed Copy LED:** A sign composed of LEDs of more than one color with a fixed (not changeable or programmable) copy or display.~~

Sign, Multi-Tenant: An identification sign for a commercial site with multiple tenants, displaying the names of each tenant on the site.

Sign, Neighborhood or District: A sign erected to identify a neighborhood based on, but not limited to, its historic, architectural, social, or cultural characteristics.

Sign, Neon: A sign ~~consisting of~~ including luminous tubes formed into text, symbols or decorative elements ~~that is and~~ directly visible from outside the sign cabinet.

Sign, Nonconforming: Any sign that was legally installed or erected prior to the effective date of this Zoning Code, but which does not conform to the provisions of Division 10-50.100 (Sign Standards) or other applicable regulations of the Zoning Code.

Sign, Obsolete: A sign that no longer directs, advertises, or identifies a legal use, product, or activity on the premises where such sign is displayed.

Sign, Off-Premise: Any sign that directs attention to a business, commodity, service, entertainment, product, structure, use or property different from a structure or use existing on the property where the sign is located, and/or any sign on which space is rented, donated or sold by the owner of said sign or property for the purpose of conveying a message.

Sign, On-Premise: Any sign that directs attention to an active use of the premises on which it is displayed, and/or any business, commodity, service, entertainment, product, structure or use conducted therein.

Sign, On-Site Advertising: A sign used primarily to advertise goods or services offered on the same parcel on which the sign is located. Such a sign may include incidental non-advertising information (time and temperature, for example). Does not include publicly owned signs providing general interest information exclusively (such as road names or highway conditions).

Sign, Open: A single-color or multi-colored fixed-copy LED or neon sign used to indicate that a business is open.

Sign Orientation: To orient or position a single faced sign in a parallel position, or a double faced sign in a perpendicular placement toward a street frontage.

Sign, Painted Wall: A sign painted directly onto the exterior wall of a building and having no sign structure.

Sign, Pan Channel: A letter or shape constructed with side walls and a face making the shape a solid integral unit with a pan shaped cross section.

Sign, Pennant: A temporary sign made of flexible materials longer than it is wide, often triangular in shape, and frequently displayed with other pennants on a string.

Sign Permit: The structure and location permit required for the placement and installation of either a temporary or permanent sign.

Sign, Permanent: A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

Sign, Political: A sign that attempts to influence the outcome of an election.

Sign, Portable: Any sign not permanently attached to the ground, a building, or other immovable object. Such sign shall include any sign attached to, or displayed on, a vehicle that is used for the expressed purpose of advertising a business establishment, product, service or entertainment, when that vehicle is parked adjacent to the public right-of-way and/or in a manner as to attract attention of motoring or pedestrian traffic.

Sign, Projecting: A sign attached to, and extending from, a building or other structure.

Sign, Real Estate: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located.

Sign, Real Estate Directional: A temporary sign used to direct traffic to a real estate sale such as an open house or auction.

~~**Sign, Roof Mounted:** A building mounted sign extending above the plate line of a building or structure, but not above the roofline.~~

Sign, Sandwich: See "Sign, Temporary A-frame."

Sign, Service Canopy Island: A sign mounted ~~permanently on or~~ under ~~or otherwise mounted on~~ a service island canopy, ~~and may include~~ ing canopy fascia signs, ~~sign boards and spanner boards.~~

Sign, Simplified Letter: A sign type consisting of individual letters mounted directly on a building wall so that the wall itself becomes the background/backdrop.

Sign, Single-Color LED: A sign composed of single-color LEDs, including signs with fixed and changeable copy.

~~**Sign, Spanner Board:** A sign mounted flush against the vertical plane of a service island canopy and a structural member extending between two vertical support poles of the service island canopy and permanently mounted to the pole.~~

Sign, Stanchion: A temporary narrow upright sign that is easily moved used for advertising purposes.

Sign, Suspended: A sign attached to the underside of a lintel, arch or other overhead spanning member of a porch or walkway, and which is hung either perpendicular or parallel to a vertical wall surface.

Sign, Temporary: Any sign advertising an event, special promotion, or sale for a limited period of time or that is constructed of paper, cloth, canvas, light fabric, ~~cardboard~~, wallboard, light plastic, or other light, non-rigid, ~~or~~ flimsy material.

Sign, Temporary A-Frame: A temporary portable "sandwich board" sign used ~~for as an~~ advertising purposes ~~or business ground sign~~, constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top.

Sign, Temporary Directional: A temporary sign which is designed and erected to serve as a public convenience in directing pedestrian and vehicular traffic to approved temporary uses, City Special Events, or City Recreation Events, and not used for the purpose of advertising goods, uses, and activities on site.

Sign, Temporary Events: A sign associated with a temporary use authorized by a Temporary Use Permit.

~~**Sign, Temporary Projecting:** A temporary sign type that may be used in lieu of an A-frame sign or vertical banner in the downtown and other areas of the City where buildings are located on the edge of the right-of-way and there is no private frontage area.~~

Sign, Temporary New Development/Construction: A temporary sign used to identify a future development that is, or will be, under construction.

~~**Sign, Temporary Events:** A temporary sign type consisting of a banner for individuals and both non-profit and for-profit organizations.~~

Sign, Temporary Upright: A temporary sign that may be used in lieu of an A-frame sign for advertising purposes, constructed to be taller than it is wide, and mounted on a weighted base.

Sign, Temporary Vertical Banner: A temporary sign type typically constructed of cloth, bunting, plastic, paper or similar non-rigid material, used for advertising purposes, and attached to a vertically mounted pole that is securely fastened to the ground.

Sign, Temporary Wall Banner: A temporary sign type constructed of cloth, bunting, plastic, paper or similar non-rigid material, used for advertising purposes, and securely attached to the primary structure for which it is advertising, not including official flags of the United States, the state of Arizona, and other states of the nation, counties, municipalities and official flags of foreign nations.

Sign, Time and Temperature: A sign whose only function is to ~~be~~ display ~~of~~ information about the current time and/or temperature in an electronic or digital manner.

Sign, Type A: Freestanding signs that are associated with larger frontage sites located on major arterials.

Sign, Type B: Freestanding signs that are generally smaller and shorter, and are associated with smaller sites and/or with frontages on minor arterials or smaller street type.

Sign Walker: A person who wears, holds, or balances a sign in order to convey a commercial message.

~~**Sign, Wall Mounted:** See "Sign, Building Mounted Wall."~~

Sign, Window: A sign posted, painted, placed or affixed in or on a window, or otherwise exposed to public view through a window.

10.80.20.010 Definitions, "A."

Awning: An architectural feature used to enhance a store front that:

1. Provides protection from the elements to pedestrians below, or to occupants within the building; and
2. Is temporary in that, whether stationary or retractable, it can be removed from the building without altering the building structure.

10.80.20.020 Definitions, "B."

~~**Billboard:** A sign designated for use with changing copy which may include but is not limited to goods produced or services rendered or sold at locations other than the premises on which the sign is located.~~

Building, Corner: A building located at the intersection of two streets or alleys, or a street and an alley.

Building Element: Any uninterrupted flat surface finished with a single material to which a sign may be mounted, excluding the background to a sign.

Building Entry Zone: The most direct pedestrian route between the primary entrance to a building and a sidewalk in a public right-of-way. When there is no other option, the route may be between the primary entrance and a walkway to the associated parking area.

Building Frontage: The maximum lineal dimension of an exterior wall, excluding canopies and projections, measured on the façade that faces a public right of way ~~straight line parallel to the site's~~ ontage.

Building Frontage, Primary: The exterior wall of a building containing the principle entrance to a business.

Building Frontage, Auxiliary: The exterior walls of a building which are not the primary building frontage.

10.80.20.030 Definitions, "C."

Civic Organization: An organization that embodies the ideas of citizens of the community cooperating to promote the common good and to accomplish community ends, operated exclusively for the promotion of social welfare, and not organized for profit.

10.80.20.040 Definitions, "D."

Driveable Suburban: An environment in which a person is mostly dependent on an automobile to travel to work or other destinations, and to accomplish most shopping and recreation needs. Driveable suburban environments may include areas where it is possible to walk or ride a bike for recreational purposes, but due to the separation of different land uses and a resultant lack of connectivity or nearby amenities, are not favorable for walking or biking as a primary mode of transportation on a day-to-day basis.

10.80.20.060 Definitions, "F."

Frontage: The areas between a façade and the vehicular lanes, inclusive of ~~the its~~ built and planted components of private property and the right-of-way. Frontage is divided into private frontage and public frontage. It includes all the property fronting on one side of a street between the two nearest intersecting streets, excluding alleys ~~and interstate freeways~~, measured along the line of the street or, if dead-ended, then all of the property abutting on one side between an intersecting street and the dead-end of the street.

Furnishing Zone: The portion of the sidewalk nearest to the curb used for street trees, transit stops, street lights, benches, trash containers, bike racks, or other street furnishings or equipment.

10-80.20.080 Definitions, "H."

Halo Illumination: A form of sign illumination in which neon tubing, LED, or similar lights are mounted within the letter to illuminate the mounting surface causing a halo of light around the letter.

10.80.20.130 Definitions, "M."

Mural: A picture or decoration that is applied directly to a wall and does not contain~~ing text or a commercial message, usually a very large one, applied directly to a wall or roof.~~

10.80.20.140 Definitions, "N."

Non-Profit Organization: An organization, commonly referred to as a charitable organization and tax-exempt under section 501(c)(3) of the Internal Revenue Code, that is not organized or operated for the benefit of private interests, and no part of its net earnings inure to the benefit of any private shareholder or individual.

10.80.20.160 Definitions, "P."

Primary Entrance~~**Frontage:**~~ A section of building elevation ~~which is visible from the street frontage and/or faces into a multi-tenant complex, and/or~~ which contains the street level principal ~~main~~ entrance of the business ~~establishment, including businesses on upper floors or in a basement.~~

10-80.20.180 Definitions, "R."

Right-of-Way (ROW): The strip of land dedicated to public use for pedestrian and vehicular movement, which may also accommodate public utilities, that is either publicly owned or subject to an easement for right-of-way purposes benefiting the general public. Right-of-way typically includes streets, alleys, sidewalks, landscape areas, and drainage facilities.

Roofline: The point on a building or structure where the roof meets an exterior wall.

10-80.20.200 Definitions, "W."

Walkable Urban: An environment primarily developed prior to the 1940's in the heart of Flagstaff in which a person can walk, bike, or ride transit to work, and fulfill most shopping and recreation needs. Walkable urban environments allow for the use of automobiles but do not require the use of a vehicle to accommodate most daily needs.

Other Code Sections Requiring Amendment:

Division 10-20.40: Permits and Approvals

10-20.40.120 Sign Permits – Permanent Signs ~~Structures~~

A. Purpose

This Section establishes the permitting requirements for permanent signs and sign structures as described in Section 10-50.100.030 (Sign Permit Requirements) to ensure compliance with the applicable provisions of this Zoning Code.

B. Sign Permit Requirement

Where a Sign Permit is required by Section 10-50.100.030 (Sign Permit Requirements), except as provided in Section 10-50.100.020 (Applicability), it shall be unlawful for any person to erect, place, display, alter, repair or relocate a permanent sign structure without first obtaining approval for a Permanent Sign Permit from the Director.

C. Inadequate Application Material

Permits authorizing the use, construction, reconstruction or alteration of any sign structure may be withheld when inadequate information is submitted to determine if the proposed sign is in compliance with the provisions of Division 10-50.100 (Sign Standards). The Director will contact an applicant whose Sign Permit application is deficient. A Sign Permit for any sign structure shall not be issued, if the use, construction, reconstruction or alteration is found to be in conflict with the provisions of Division 10-50.100 (Sign Standards) and any other applicable City codes.

D. Review and Approval

1. Review

The Director shall review the Sign Permit application and supporting documentation for compliance with the standards of Division 10-50.100 (Sign Standards).

2. Determination

The Director shall determine whether the Sign Permit may be issued or if additional information is required from the applicant to complete the permit application in compliance with the Review Schedule on file with the Planning Section. If the Sign Permit application is denied, the reason shall be stated in writing.

3. Substitution

At any time after a Sign Permit is issued, a new owner, tenant or lessee of record, may be substituted for the original applicant, if a record of the new interest is made with the City and the new interest assumes all obligations he or she would have had in compliance with the original permit. The change of interest shall not imply that any fees paid for the permit will be returned to either the interest which has been replaced or the substitute.

4. Expiration

A Sign Permit shall expire and become null and void, if the work authorized in compliance with the permit is not commenced within 180 days from the date of issuance of such permit, or if work is suspended or abandoned for a period 90 days or more at any time after the work has commenced. If a Sign Permit has not been obtained within 180 days after the approval of permit plans and issuance of the permit, the Director shall consider the application withdrawn and may destroy any application and plans pertaining to the application.

E. Construction Requirements

All permanent signs shall be designed, constructed, and installed in compliance with applicable Building Code requirements as determined by the Building Official, and shall be installed in accordance with the Registrar of Contractor's license requirements for the state of Arizona.

~~E.~~F. Inspections

1. All signs for which a Sign Permit is required are subject to inspection to establish compliance with the provisions of Division 10-50.100 (Sign Standards), as well as the following additional inspections, unless waived in writing by the Building Official:
 - a. Footing inspections on all freestanding signs, including the addition of additional sign area to existing signs;
 - b. Electrical inspections for all illuminated signs ~~structure(s)~~ prior to placement;
 - ~~b.~~c. Inspection of braces, anchors, supports, and connections; and,
 - ~~e.~~d. Final inspection to establish compliance with provisions of this Zoning Code and other applicable City codes.

2. A re-inspection fee (See Appendix 2 (Planning Fee Schedule)) shall be charged if more than one inspection is made to determine compliance after issuance of a correction notice for an improperly installed sign structure, or after issuance of any notice of violation. No fees shall be charged for an inspection establishing that a violation exists, or for the first inspection following the issuance of a notice of violation. The re-inspection charge shall be imposed if any subsequent inspection is required to determine compliance.

F.G. Violations

1. Any work commenced without a Sign Permit, or any work beyond the authorized scope of a Sign Permit constitutes a violation of this Division and is grounds for the Director to issue a correction notice and/or to stop all work on the sign until appropriate permits are obtained.
2. Permits issued for work commenced without a Sign Permit, or any work beyond the authorized scope of a Sign Permit shall be assessed double the required permit fees for the sign(s) otherwise as set forth in Appendix 2 (Planning Fee Schedule). Payment of a double permit fee shall not exempt any person from compliance with all other provisions of Division 10-50.100 (Sign Standards), nor from any penalty prescribed by law.

10-20.40.130 Sign Permits – Temporary Signs

A. Purpose

~~Where a Sign Permit is required by Section 10-50.100.030 (Sign Permit Requirements),~~ This Section establishes the permitting requirements for temporary signs as described in Section 10-50.100.0970 (Temporary Signs) to ensure compliance with the applicable provisions of this Zoning Code.

B. Sign Permit Requirement

1. ~~Where a Sign Permit is required by Section 10-50.100.030 (Sign Permit Requirements),~~ Except as provided in Section 10-50.100.020 (Applicability), it shall be unlawful for any person to erect, place, display, alter, repair, maintain, or relocate a temporary sign without first obtaining approval for a Temporary Sign Permit from the Director.

~~B.2. A Temporary Sign Permit is not required to place a civic or non-profit event sign on the City's approved civic or non-profit event support structures as described in Section 10-50.100.090.C.1. However, a reservation for the use of these support structures may be submitted to the Director up to three-months in advance of an event, approval of which shall be granted on a first come, first served basis.~~

C. Duration of Sign Permit

The Temporary Sign Permit ~~shall~~ will be valid for the use for which it has been issued and for the duration established for each temporary sign type in Table 10-50.100.090.C (Standards for Specific Temporary Business Signs) ~~permitted temporary sign use for the subject business for a total of 60 days, to be used within a one-year period,~~ beginning with the date of issuance.

D. Review and Approval**1. Application**

- a. An application for a Temporary Sign Permit for a business located in a multi-tenant development or shopping center shall be made by the property manager or property owner as the applicant on behalf of a business(s) requesting a Temporary Sign Permit for a seasonal or promotional sales event. A business owner who is also the property owner (e.g. in a single-tenant building) is considered the applicant for the purposes of this Section, and may submit an application for a Temporary Sign Permit for the business.
- b. No more than one temporary sign per 150 linear feet of property frontage or part thereof shall be permitted at any one time. The property manager or property owner shall be responsible for determining which of the tenants in a multi-tenant development or shopping center would be entitled to a temporary sign in accordance with this Section.

1.2. Review

The Director shall review the Temporary Sign Permit application and supporting documentation for compliance with the standards of Section 10-50.100.090 (Temporary Signs).

2.3. Determination

The Director shall determine whether the Temporary Sign Permit may be issued or if additional information is required from the applicant to complete the permit application in compliance with the Review Schedule on file with the Planning Section. If the Temporary Sign Permit application is denied, the reason shall be stated in writing.

3.4. Authorization

Issuance of a Temporary Sign Permit authorizes the holder to install a temporary sign(s) in compliance with the terms of the permit. At any time after a Temporary Sign Permit is issued, a new owner, tenant or lessee of record, may be substituted for the original applicant, if a record of the new interest is made with the City and the new interest assumes all obligations he or she would have had in compliance with the original permit. The change of interest shall not imply that any fees paid for the permit will be returned to either the interest which has been replaced or the substitute.

E. Inspections

1. All signs for which a Temporary Sign Permit is required are subject to inspection to establish compliance with the provisions of Section 10-50.100.090 (Temporary Signs), and any other applicable City codes.
2. A re-inspection fee (See Appendix 2 (Planning Fee Schedule)) shall be charged if more than one inspection is made to determine compliance after issuance of a correction notice for an improperly displayed temporary sign, or after issuance of any notice of violation. No fees shall be charged for an inspection establishing that a violation exists, or for the first inspection following the issuance of a notice of violation. The reinspection charge shall be imposed if any subsequent inspection is required to determine compliance.

F. Violations

Any temporary signs installed or displayed without a Temporary Sign Permit are in violation of this Division and is grounds for the Director to issue a correction notice and/or to cause removal of the temporary sign until appropriate permits are obtained.

10-20.40.150 Temporary Use Permits**A. Purpose**

The purpose of this Section is to allow for short-term activities that are compatible with adjacent and surrounding uses when conducted in compliance with this Zoning Code. Temporary uses are not intended to be permanent uses but are transitional in nature, generally allowing for emergency situations, construction activity, or the cultivation and establishment of small, low-overhead businesses and their eventual relocation into a permanent structure. Except as listed in Subsection D, no temporary use shall be established or maintained unless the Director has approved a Temporary Use Permit in compliance with the requirements of this Section and other applicable divisions of this Zoning Code.

B. Time Limits

1. Unless otherwise provided for in Subsection C. below, a Temporary Use Permit shall be valid for up to 180 days.
2. The same temporary use may only be established at a maximum of three different locations, each for a maximum of 180 days (i.e. a total of 18 months maximum).

C. Allowed Temporary Uses

A Temporary Use Permit shall be required for the following temporary activities. Other temporary or short-term activities that do not fall within the categories defined below shall comply with the planning permit requirements and development standards that otherwise apply to the property.

1. **Concerts, Carnivals, Farmers Markets, Flea Markets, Vehicle Sales and other Special Events**
 - a. The event organizer shall provide written authorization from the private property owner(s) or property management company(s) representing the property owner(s) to utilize the property on which they intend to conduct the event.
 - b. The use shall be limited to the approved dates, days and hours of operation. The event organizer or an assigned individual shall be present on-site at all times while the event is in operation.
 - c. The location of the event, equipment, structures and display(s) shall be a minimum of 10 feet inside the property line and shall conform to an approved site drawing.
 - d. There shall be no disruption of vehicle access, traffic-flow, pedestrian access ways, or sidewalks, or use of landscaped areas.
 - e. All signage associated with these events shall be ~~non-illuminated and placed in compliance with the provisions of Section 10-50.100.090 (Temporary Signs) located on-site of the event. No off-site signage shall be permitted, nor shall signage be located in the public right of way.~~
 - f. The use of any outdoor lighting shall be fully shielded in compliance with the provisions of Division 10-50.70 (Outdoor Lighting Standards) and shall be extinguished outside of the approved hours of operation.
 - g. The event organizer shall adhere to all City sales tax requirements and all applicable Coconino County Health Codes for food preparation, handling, and sales.
 - h. These temporary uses permitted in this Subsection shall be limited to no more than 10 consecutive days per event and no more than six events on the same parcel within a calendar year, except that farmers markets and flea markets shall be limited as follows:
 - (1) Flea markets: no more than three consecutive days per event and no more than 24 events on the same parcel within a calendar year.
 - (2) Farmers markets: no more than three days per week and for no more than 24 weeks on the same parcel within a calendar year.
 - i. These temporary uses may be conducted in all zones provided the event organizer can demonstrate that the site is adequate to support the intended event, anticipated attendance, anticipated vehicle access, and parking, and will not create public health and safety hazards to persons attending the event and the surrounding uses to the proposed event. The Director may require the event organizer to notify and/or obtain written approval from property owners within 300 feet of the proposed event location if it is determined that the event may impact nearby property owners.

2. Construction Yards - Off-site

Off-site contractors' construction yards for an approved construction project require a Temporary Use Permit. Written authorization from the private property owner(s) or property management company(s) representing the property owner(s) shall be provided prior to the establishment of the off-site construction yard. The construction yard shall be removed immediately upon completion of the construction project or the expiration of the building permit authorizing the construction project, whichever occurs first.

3. Food Vendors

- a. The food vendor shall provide written authorization from the private property owner(s) or property management company(s) representing the property owner(s) to utilize the property on which they intend to locate. No food vendor shall be permitted to operate on more than three properties within a calendar year.
- b. The use shall be limited to the approved dates, days and hours of operation. The vendor's operation shall be occupied by the vendor or an employee working for the vendor during the approved hours of operation.
- c. The location of the vendor's equipment, structures and display(s) shall be a minimum of 10 feet inside the private property line and shall conform to an approved site drawing.
- d. There shall be no disruption of vehicle access, traffic-flow, pedestrian access ways, or sidewalks or use of landscaped areas.
- e. All signs associated with food vendors shall be placed in compliance with the provisions of Section 10-50.100.090 (Temporary Signs)~~No more than two non-illuminated temporary signs shall be permitted with a total maximum sign area of 16 square feet and shall be constructed of rigid material and securely attached to a stationary structure, canopy, fence or vehicle associated with the temporary use. Temporary signs shall not be located in the public right of way, or attached to City property or utility poles, or placed within landscaped areas.~~
- f. The use of any outdoor lighting shall be fully shielded in compliance with the provisions of Division 10-50.70 (Outdoor Lighting Standards) and shall be extinguished outside of the approved hours of operation.
- g. The vendor shall adhere to all City sales tax requirements and all applicable Coconino County Health Codes for food preparation, handling and sales.
- h. Temporary food vendors that operate within the City for a total of 60 days or less per calendar year at a single or multiple locations may continue to use the same location(s) for subsequent calendar years.

- i. Temporary food vendors whose business is seasonal (i.e. limited to a maximum of nine months per calendar year) that operate within the City for more than 61 days per calendar year at a single or multiple locations shall be limited to two consecutive years at the same location(s). A one-time extension of the Temporary Use Permit may be granted for a maximum of one additional year. When issuing a renewal of a Temporary Use Permit, the Director shall ensure that the following conditions are satisfied:
 - (1) All conditions of approval of the original Temporary Use Permit continue to be satisfied;
 - (2) Any complaints received relative to conduct and locations of the temporary use have been resolved to the satisfaction of the Director;
 - (3) Adequate facilities for trash disposal are located near the temporary use; and
 - (4) Any temporary or permanent signs are in compliance with the applicable standards of Division 10-50.100 (Sign Standards).
- j. A food vendor who intends to establish a recurring seasonal temporary use where the temporary use is established on a property on an annual basis or other regular time frame, or who seeks to establish the temporary use for more than three years as permitted in Subsection i, above, may apply for a Conditional Use Permit for such use following the procedures established in Section 10-20.40.050 (Conditional Use Permit).
- k. These temporary food vendor uses shall be limited to any Commercial Zone, the RD, LI, and LI-O Industrial Zones, and the T5 and T6 Transect Zones.

4. Merchandise and Service Vendors

- a. Vendors shall provide written authorization from the private property owner(s) or property management company(s) representing the property owner(s) to utilize the property on which they intend to locate. No vendor shall be permitted to operate on more than three properties within a calendar year.
- b. The use shall be limited to the approved dates, days, and hours of operation. The vendor's operation shall be occupied by the vendor or an employee working for the vendor during the approved hours of operation.
- c. The location of the vendor's equipment, structures, and display(s) shall be a minimum of 10 feet inside the private property line and shall conform to an approved site drawing.

- d. There shall be no disruption of vehicle access, traffic-flow, pedestrian access ways, or sidewalks or use of landscaped areas.
- e. All signs associated with merchandise and service vendors shall be placed in compliance with the provisions of Section 10-50.100.090 (Temporary Signs).~~No more than two non illuminated temporary signs shall be permitted with a total maximum sign area of 16 square feet and shall be constructed of rigid material and securely attached to a stationary structure, canopy, fence or vehicle associated with the temporary use. Temporary signs shall not be located in the public right of way or in landscaped areas.~~
- f. The use of any outdoor lighting shall be fully shielded in compliance with the provisions of Division 10-50.70 (Outdoor Lighting Standards) and shall be extinguished outside of the approved hours of operation.
- g. The vendor shall adhere to all City sales tax requirements.
- h. Temporary vendors that operate within the City for a total of 60 days or less per calendar year at a single or multiple locations may continue to use the same location(s) for subsequent calendar years.
- i. Temporary vendors that operate within the City for more than 61 days to a maximum of 180 days per calendar year at a single or multiple locations shall be limited to two consecutive years at the same location(s). A one-time extension of the Temporary Use Permit may be granted for a maximum of one additional year. When issuing a renewal of a Temporary Use Permit, the Director shall ensure that the following conditions are satisfied:
 - (1) All conditions of approval of the original Temporary Use Permit continue to be satisfied;
 - (2) Any complaints received relative to conduct and locations of the temporary use have been resolved to the satisfaction of the Director;
 - (3) Adequate facilities for trash disposal are located near the temporary use; and
 - (4) Any temporary or permanent signs are in compliance with the applicable standards of Division 10-50.100 (Sign Standards).
- j. A vendor who intends to establish a recurring temporary use where the temporary use is established on a property on an annual basis or other regular time frame, or who seeks to establish the temporary use for more than three years as permitted in Subsection i, above, may apply for a Conditional Use Permit for such use following the procedures established in Section 10-20.40.050 (Conditional Use Permit).

- k. These temporary uses shall be limited to any Commercial Zone, the RD, LI, and LI-O Industrial Zones, and the T5 and T6 Transect Zones.

5. Indoor Special Public Events

The Director may approve a Temporary Use Permit for an indoor special event in any zone for no more than 10 days within any 12-month period. A Temporary Use Permit is not required when the event:

- a. Is in a completely enclosed building in a commercial or residential zone;
- b. Is in a building designed and approved for public assembly;
- c. Must end by 9:00 p.m.; and
- d. The Director may require the applicant to notify adjoining residential property owners if the indoor special public event may have an impact on surrounding property owners due to increased traffic or other concerns. A non-profit organization shall not be required to pay a fee for the Temporary Use Permit, provided that the organization requests no more than one permit per year.

6. Mobile Home or Trailer for Night Watchman

A mobile home or travel trailer located at an existing business may be used as a temporary residence for a night watchman. (See also Residence for Owner, Caretaker or Manager as allowed in commercial and industrial zones).

7. Model Homes

A model home or model home complex may be authorized prior to the completion of sales in a residential subdivision for a maximum of two years from date of approval.

8. Promotional Sale Associated with Permanent On-site Use

A promotional sale is permitted for 30 days when the permanent use first opens and for 10 days per year thereafter.

9. Temporary Concrete Batch Plants and Asphalt Reprocessing Plants

Temporary concrete batch and asphalt reprocessing plants (including materials processing and handling) require a Temporary Use Permit unless the plant and associated materials are used only for on-site construction.

- a. Permitted in the RR, LI, and HI Zones.
- b. The applicant shall submit a routing plan for egress and ingress to the proposed plant. Such facilities shall only be allowed access via arterial or collector roads. Access via local or arterial roads serving residential areas shall be prohibited.
- c. Tree removal is not allowed. The applicant shall submit a plan to restore the site after the plant ceases operations.

- d. Such facilities shall be located at least 1,000 feet from any occupied building or residential use, except for an associated office on the same site.
- e. Such facilities shall be shown on a site plan and only be permitted in conjunction with private or public road or public works improvements, newly platted subdivisions, or sites of five acres or more.
- f. Such facilities shall not interfere with natural resources as defined in Division 10-50.90 (Resource Protection Standards).
- g. Dust, fumes, vapors, mists, or gas nuisances from operations shall be maintained in accordance with City, State and federal air pollution standards.
- h. The applicant shall provide a financial assurance in an amount approved by the City Engineer to cover potential damage to roads during plant operations and restoration of the site according to the plan submitted in Subsection c.
- i. The City Engineer shall review and make recommendations on Temporary Use Permits for these uses.
- j. Temporary Use Permits for these facilities may be approved for the period of the road or highway work up to a maximum of eight months.

10. Temporary Real Estate Sales Offices

A temporary real estate sales office may be established within the area of an approved development, solely for the first sale of lots or homes. An application for a Temporary Use Permit for a temporary real estate office may be approved for a maximum of two years from the date of approval, with the option of one two-year extension subject to the approval of an additional Temporary Use Permit.

11. Temporary Storage of Buildings

The temporary storage of buildings to be relocated to a permanent site shall be subject to a Temporary Use Permit. (See Section 10-20.40.040.D).

12. Temporary Structures

A temporary classroom, office or similar structure, including a manufactured or mobile unit, may be approved for a maximum of one year from the date of approval, as an accessory use or as the first phase of a development. An extension of one year may be granted by the Director. A temporary structure proposed for a longer time period shall comply with all provisions of this Zoning Code applicable to a permanent structure on the same site.

13. Similar Temporary Activities

The Director may authorize other temporary activities that are similar to other activities listed in this Subsection and that are compatible with the applicable zone and surrounding land uses.

D. Exempt Temporary Activities

The following temporary activities are allowed without a Temporary Use Permit.

1. Construction yards - On-site

On-site contractors' construction yards for an approved construction project are authorized so long as the construction yard is removed immediately upon completion of the construction project, or the expiration of the building permit authorizing the construction project, whichever occurs first.

2. Emergency Facilities

Emergency public health and safety facilities and activities, including disaster preparedness shelters established in a facility that provides temporary shelter from extremely cold weather or other unusual emergency situations (such as churches or other places of worship) are authorized for the duration of the emergency.

3. Garage Sales

Any parcel or lot is authorized to have no more than 12 weekend sales per year, and no individual sale may exceed two consecutive days.

4. Special Event on Public Property

Activities conducted on City-owned property may be authorized by the City and permitted with a Special Event Permit issued by the City Recreation Division.

5. Seasonal Sales

Seasonal sales (e.g., Christmas trees, pumpkins) are permitted for up to 45 days in commercial zones.

6. Temporary Work Trailers

A trailer or mobile home may be used as a construction office or a temporary work site for employees provided that:

a. The use is authorized by a building permit for the trailer and the building permit for the permanent structure; and,

b. The use is appropriate because:

(1) The trailer or mobile home will be in place during the construction of a subdivision, or the construction or remodeling of a permanent commercial or manufacturing structure, for a maximum of one year, or upon expiration of the building permit for the permanent structure, whichever occurs first;

(2) The applicant has demonstrated that the temporary work site is a short-term necessity for a maximum of one year, while a permanent work site is being obtained; and,

(3) The trailer will be removed prior to final building inspection or the issuance of a Certificate of Occupancy for the permanent structure.

Division 10-20.60: Nonconforming Provisions

10-20.60.110 Nonconforming Signs

A. General

If at the effective date of this Zoning Code, or of any extension resulting from annexation to the City, any sign which is being used in a manner or for a purpose which is otherwise lawful, but does not comply with the provisions of Division 10-50.100 (Sign Standards), shall be deemed legal but nonconforming.

B. Maintenance, Repairs, Alterations, and Removal

1. Nonconforming signs are required to be maintained in good condition in compliance with Section 10-50.100.110 (Nonconforming Signs). Maintenance of legal nonconforming signs shall be consistent with applicable Arizona law. Nothing in this Zoning Code shall affect existing property or the right to its continued use for the purpose used at the time this Zoning Code takes effect, nor to make any reasonable repairs or alterations. A legal nonconforming sign that has been damaged to the extent of more than 50 percent of the cost of reconstruction of the sign structure or is temporarily or permanently removed by any means, including "an act of God," shall be removed or rebuilt, repaired or replaced only in compliance with the provisions of this Division 10-50.100 (Sign Standards).
2. Removal of a nonconforming sign, or replacement of a nonconforming sign with a conforming sign, is required when the use of the sign and/or the property on which the sign is located has been abandoned, ceased operations, become vacant, or been unoccupied for a period of 180 consecutive days or more as long as the period of non-use is attributable at least in part to the property owner, tenant, or other person or entity in control of the use. For purposes of this Section, rental payments or lease payments and taxes shall not be considered as a continued use. In the event this should occur, such conditions will be considered as evidence of abandonment, requiring removal of such sign by the owner of the property, his/her agent, or person having the beneficial use of the property, building or structure upon which such sign or sign structure is erected within 30 days after written notification from the Director. If, within the 30 day period, such sign(s) is (are) not removed, enforcement action consistent with A.R.S. § 9.462.02 shall be pursued.
3. As an incentive for the replacement of a nonconforming freestanding sign with a new sign that is in closer conformance with the area and height standards of Section 10-50.100.060 (Permanent Signs), a new freestanding sign may be approved and erected that is reduced in height and area by 25 percent of the existing nonconforming sign, or the area and height

standard established in Section 10-50.100.060 (Permanent Signs), whichever is larger. For example, an existing nonconforming Type A freestanding sign has an area of 120 sq. ft. and a height of 22 feet. The Zoning Code only allows a Type A freestanding sign to have an area of 40 sq. ft. and a height of 10 feet. The new sign, therefore, may be $120 \times 25\% = 30$ sq. ft.; $120 - 30 = 90$ sq. ft. in area. The height of the new sign would be determined as $22 \times 25\% = 5.5$ feet; $22 - 5.5 = 16.5$ feet high. The new replacement sign shall only be located in the same place as the former nonconforming sign. Any nonconforming sign modified in accordance with the provisions of this Subsection shall still be considered a nonconforming sign until full compliance with the area and height standards of Section 10-50.100.060 (Permanent Signs) has been achieved.

~~3.~~

4. When an existing nonconforming Type A freestanding sign exists on a property with a street frontage that is 400 linear feet or more in length, a property owner may continue to use such sign subject to the provisions of this Section. To encourage the removal of the existing nonconforming sign, a Type B freestanding sign may be permitted that is designed and constructed to the full extent of the area and height standards established in Table 10-50.100.060.A (Standards for Permanent Signs by Use), provided the existing nonconforming Type A sign is either removed or redesigned in compliance with the standards for a Type A sign.

~~4.~~5. Sign faces may be replaced on nonconforming signs.

~~5.~~6. Illegal signs shall not be considered to be nonconforming signs.

Chapter 10-90 Maps

Content:

Division 10-90.40: Overlay Maps		90.40-1
10-90.40.010	Airport Avigation Area Map	90.40-3
10-90.40.020	Airport Overlay Zone Map	90.40-5
10-90.40.030	Downtown Historic District Overlay Zone Map	90.40-7
10-90.40.040	Flagstaff Central District Map	90.40-9
10-90.40.050	Resource Protection Overlay (RPO) Map	90.40-11
10-90.40.060	Townsite Overlay Zone Map	90.40-13

Maps:

- 10-90.40.010 Airport Avigation Area Map
- 10-90.40.020 Airport Overlay Map
- 10-90.40.030 Downtown Historic [District](#) Map
- 10-90.40.040 Flagstaff Central District Map
- 10-90.40.050 Resource Protection Overlay (RPO) Map
- 10-90.40.060 Townsite Historic District Map

Appendix 8: List of Major Arterial Streets

Sections:

8.010 Purpose

8.010 Purpose

This List of Major Arterial Streets in the City of Flagstaff has been compiled from maps in the Flagstaff Regional Map. The list may be used to identify major arterial streets, and therefore, where Type A freestanding signs as established in Section 10-50.100.060.C.b.4.(7) may be located. Type B freestanding signs are permitted on all other street classifications within the City.

A List of Major Arterials Streets in the City of Flagstaff

Major Arterial Name	Description
Business 40 (Commonly referred to as Route 66 or Santa Fe Avenue)	From the intersection with Milton Road at City Hall to the E. Route 66 intersection.
U.S. Highway 89	From the intersection with Country Club Drive north to the City limits.
U.S. Highway 89A	From the southern City limits to the intersection of South Park Road and John Wesley Powell Boulevard. Milton Road from Interstate 40 to the East Route 66 intersection at City Hall.
U.S. Highway 180	North Humphreys Street and Fort Valley Road to the northern City limits.
South Country Club Drive between Interstate 40 and East Route 66	

Insert Map

ORDINANCE NO. 2014-27

AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, ADOPTING THAT CERTAIN DOCUMENT ENTITLED *"2014 AMENDMENTS TO CHAPTER 10-50, SUPPLEMENTAL TO ZONES, SPECIFICALLY, DIVISION 10-50.100, SIGN STANDARDS,"* BY REFERENCE

RECITALS:

WHEREAS, the City Council has determined that amendments to Chapter 10-50, Supplemental to Zones, Specifically Division 10-50.100, Sign Standards of Title 10, Zoning Code of the Flagstaff City Code are necessary in order to ensure, among other things, ease of use through simplified standards and greater predictability in the application of the sign standards; and

WHEREAS, the Mayor and Council have, by resolution, previously declared the *"2014 Amendments to Chapter 10-50, Supplemental to Zones, Specifically Division 10-50.100, Sign Standards"* ("Proposed Amendments") to be a public record; and

WHEREAS, special work sessions were held on April 11, 2014, May 12, 2014 and July 8, 2014, at which the City Council considered public comment, discussed various options and alternatives, and, after deliberation, directed staff to return with those changes that now comprise the Proposed Amendments; and

WHEREAS, the City Council finds that the City has complied with the notice requirements of Arizona Revised Statutes § 9-462.04.

ENACTMENTS:

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

SECTION 1. That the document entitled *"2014 Amendments to Chapter 10-50, Supplemental to Zones, Specifically Division 10-50.100, Sign Standards,"* three copies of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona and previously declared by Resolution No. 2014-35 to be a public record, is hereby adopted and made a part hereof as if fully set out in this ordinance and its provisions declared to be inserted into the Zoning Code and to replace and supersede the existing relevant provisions of the Zoning Code.

SECTION 2: 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.

SECTION 3: Whenever the Flagstaff Zoning Code prohibits an act or makes or declares an act to be unlawful or an offense, or whenever in the Code the doing of any act is required, or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefore, the violation of any such provision shall be punished as follows:

Civil Penalty: Any person found responsible for violating the Flagstaff Zoning Code shall be sentenced to a fine of not less than \$100. Any person found responsible of a second violation committed within 36 months of a prior violation shall be subject to a fine of not less than \$250. Any person found responsible of a third or subsequent violation within 36 months of a prior violation shall be subject to a fine of not less than \$500.

Criminal Penalty: Any person found responsible by the Flagstaff Municipal Court for three or more civil violations of the Flagstaff Zoning Code within a 24-month period shall be deemed a habitual offender. A habitual offender who subsequently violates the Flagstaff Zoning Code 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/or confinement in jail for not more than six months.

SECTION 4: That, if any section, subsection, sentence, clause, phrase or portion of this ordinance or any of the amendments adopted in this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable by a decision of any court of competent jurisdiction, such decision shall not affect any of the remaining portions thereof.

SECTION 5: This ordinance shall be effective (60) sixty days after adoption.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 3rd day of November, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Summary of Changes to Division 10-50.100 (Sign Standards) of the Flagstaff Zoning Code

August 25, 2014: Updated September 8, 2014 for Council

Revised: October 15, 2014

This table summarizes whether amendments proposed to Division 10-50.100 (Sign Standards) are more restrictive than the current code, less restrictive, or if a standard is proposed for deletion. The majority of proposed amendments are intended to simplify the standards and remove duplication and redundancy, with the intention of making the standards easier to read, understand, and interpret. Thus, many amendments are not substantive but are important to improve the readability of the Division. Such amendments are not listed in this table as they are fully described in the October 21, 2014 staff report to the City Council. The column to the far right in this table describes the intention behind the proposed amendment and its source, i.e. Council or staff.

Standard	Change is more restrictive	Change is less restrictive	Proposed for deletion	Council Direction and Intention
10-50.100.020 Applicability				
D. Exemptions		Includes a more comprehensive list of signs for which permits are not required, including for the City and the County, FUSD, NAU, and other exempt organizations.		Council – Provides standards for signs not currently included in the Sign Standards and exempts them from permit requirements, e.g. business name on an entry door, or display boards for daily specials, <u>or a neighborhood or district sign</u> .
		Exempts face changes from a sign permit on <u>any existing</u> non-illuminated conforming signs		Staff – no sign permit needed if a face change on an existing non-illuminated sign is needed. Helpful to small businesses.
10-50.100.040 General Restrictions for All Signs				
A. Location Restrictions	Includes <u>updated</u> new standards to prevent intentional vehicle parking as signs. <u>Requires the vehicle when not used to conduct daily business to be parked as far from the public right-of-way as possible.</u>	Prohibition of building mounted signs facing interstates removed		Staff – provide clearer and more enforceable regulations for vehicles intentionally parked as signs. Council – it is appropriate to allow building mounted signs to face the interstates (included in total building mounted sign area)
D. Display Restrictions		Minor amendment to exempt barber poles and clocks		Staff – suggested exemption. Based on tradition, barber poles are typically exempted even though they rotate.
10-50.100.050 General Requirements for All Signs				
C. Sign Illumination	<u>Internally Illuminated Signs – include yellow as a prohibited background color consistent with the LDC.</u>	<u>Exempts exposed neon on signs from the lumen calculations for the site consistent with the LDC.</u>		<u>Staff – exposed neon on signs is not an issue to staff at the Naval Observatory. Standard should have been included consistent with the LDC.</u>
D. Structure and Installation	Restricts the use of raceways to applications when access behind a wall is not possible			Staff – recommend limiting the use of raceways to provide better looking signs.

Standard	Change is more restrictive	Change is less restrictive	Proposed for deletion	Council Direction and Intention
	Requires repair and painting of a wall when a building mounted sign is removed			Staff – This standard is typical in some city's codes requiring a wall to be repaired and repainted after a sign is removed.
10-50.100.060 Permanent Signs				
Table A: Standards for Permanent Signs by Use				
Multi-family Dev., etc.		Incr. building mounted sign area from 2 to 4 sq. ft.		Council – increase the area of building mounted signs for multi-family developments – better identification of the project with limited visual impact to the community .
		Incr. freestanding sign height from 4 to 6 ft.		Council – increase the height of freestanding signs for multi-family developments – better identification of the project with limited visual impact to the community . Will be helpful to some apartment managers who have been denied signs in the past.
Institutional Use		Incr. building mounted sign area from 6 to 8 sq. ft.		Staff – consistent with Council's direction on multi-family residential projects, increase building and freestanding sign area and height for institutional uses – better identification of the project with limited visual impact to the community .
		Incr. freestanding sign height from 4 to 6 ft.		
Commercial and Industrial Signs – all building types	See the comment in this row in the column "Proposed for Deletion".	Incr. Type A freestanding sign height from 8 to 10 ft.	1.5 sq. ft. to 1 linear foot of frontage for building mounted signs for multi-tenant centers	Council – the height and area of freestanding signs has been modestly increased to provide greater opportunities for signage on freestanding signs. This should enable business owners to have better permanent signage rather than relying on semi-permanent temporary signs, as many do today with resultant sign clutter and frequent complaints to staff . In addition, sign area has been redefined to exclude the name of a shopping center. Staff – the increased sign area previously permitted for multi-tenant shopping centers is no longer relevant as the Zoning Code's site planning standards require a building to be placed close to a street with parking behind.
		Incr. Type A freestanding sign area from 36 to 40 sq. ft.		
		Incr. Type B freestanding sign height from 6 to 8 ft.		
		Incr. Type B freestanding sign area from 24 to 32 sq. ft.		

Standard	Change is more restrictive	Change is less restrictive	Proposed for deletion	Council Direction and Intention
				This means a reduction in sign area for these centers.
Table C: Standards for Building Mounted Signs				
		Business owner may decide where to place signs on a building – some signage must be associated with the building entry zone. No sign area increase is proposed.	Roof mounted signs (On August 27, 2014 the P&Z Commission moved to reinsert this section with no changes)	Council – the precise standards for sign placement in the current code have been removed and business/property owners will decide where signs may be placed. Some signage must still be associated with the building entry zone. P&Z – keep the roof mounted sign standards in the event that no other option is available.
	Improved standard to ensure signs do not extend above or beyond a building element	Includes an incentive for increased sign area for a corner mounted sign above a door on a building corner	2 ft. sign depth standard	Staff – these are ideas for simplifying and making the code easier to use (sign placement on a building element) and to incentivize sign placement at the corner of a building. The 2-foot sign depth standard is unnecessary.
		Includes an incentive for painted wall signs		Staff – provides an affordable alternative for a sign with a small incentive for its use.
Table H: Standards for Freestanding Signs				
	Sign base width increased to 60% of sign width from 40%	Threshold for an additional Type B sign reduced from 500 ft. to 400 ft. Separated by 150 ft.		Staff – provides for more proportional signs. Council – allow greater opportunities for freestanding signs as an alternative to temporary signs used to ‘permanently’ advertise a business.
	Existing nonconforming signs now referred to in this table – may not exceed the max. area for freestanding signs in Table A.	Shopping center name excluded from freestanding sign height and area calculations		Staff – the reference to non-conforming signs has been added for clarification. Staff – consistent with Council direction to allow for larger freestanding signs, this amendment provides greater opportunities for business owners to advertise their businesses on permanent signs.
		The exclusion for embellishments changed from 1 ft. to 20% of freestanding sign height		Staff – allows for more proportional embellishments to a freestanding sign.
Table I: Standards for Interpretative Signs				
	New standards included			Staff – new sign type to allow for these signs.

Standard	Change is more restrictive	Change is less restrictive	Proposed for deletion	Council Direction and Intention
Table K: Standards for Projecting Signs				
		Area incr. from 12 to 16 sq. ft. consistent with Flagstaff Central District.		Staff – correction to existing standards as it was illogical for projecting signs in the Flagstaff Central District to be larger than those in the rest of the City.
Table N: Standards for Permanent Window Signs				
	Window signs may only cover 25% of each window (former LDC standard)			Council – eliminates a confusing and impractical standard in the current code and returns to the standard in the former LDC.
Table O: Standards for Other Sign Types				
	Includes new standards for drive through menu boards, fuel pump signs , menu display boxes, open signs, and signs on vending machines			Staff - establishes new standards for sign types that are not included in the current code, yet which are common throughout the City.
10-50.100.070 Comprehensive Sign Program				
B. Applicability		Now includes multi-family residential and institutional uses		Council – allows for slightly larger signs (area and height) if the sign complies with enhanced design standards.
C. Review	From the former LDC – P&Z Commission review required when standards exceed height and area established in Section 10-50.100.080			Staff – inadvertent omission from the LDC into the Zoning Code requiring P&Z review of a Comprehensive Sign Program if taller and bigger signs are proposed that exceed the standards in Section 10-50.100.080.
10-50.100.090 Temporary Signs				
A. Purpose	Only used for short term seasonal sales and promotions			Council – the proliferation of temporary signs across the City that often appear to be ‘permanently’ in place was the reason for stipulating that temporary signs are only to be used for short term seasonal sales or promotions. Balanced by moderate increases in freestanding sign height and area.
C. Specific to Commercial and Industrial Zones, Transect Zones T5 and T6, and MFR zones		Expanded to allow temporary signs in multi-family residential zones	Temporary projecting signs	Staff – proposed that temporary sales signs are also appropriate in MFR zones (e.g. a “Move in Special”) Staff – no temporary projecting signs have

Standard	Change is more restrictive	Change is less restrictive	Proposed for deletion	Council Direction and Intention
				been used in the Downtown District; this was not a practical idea.
Table C and D: Standards for Temp. Civic or Non-Profit Event Signs				
	New section limiting placement of these signs only on approved City sign structures	City sign structures also allow signs for City Special and Recreation Events		Council – provides defined safe locations for civic and non-profit event signs rather than allowing them all over the community which has resulted in complaints on their visual impact . Staff – expand the use of these structures to signs for City Special and Recreation Events as well. Provides more alternatives for advertising these events.
Table E: Standards for Temp. Directional Signs				
		Expanded to include City Special and Recreation Events, civic and non-profit events, and approved temporary uses		Staff – provides more alternatives for advertising these events.
Table G: Standards for A-Frame or Upright Signs				
		Permitted as secondary signage on walkways in front of a store		Council – in, for example, multi-tenant shopping centers, allow an A-frame or upright sign to be placed on the walkway in front of the store provided it is not placed in the ROW, a parking area, landscaping areas, etc.
Table J: Standards for Temporary Window Signs				
	Window signs may only cover 25% of each window (former LDC standard)			Council – eliminates a confusing and impractical standard in the current code and returns to the standard in the former LDC.
Table K: Standards for Temporary New Development/Construction Signs				
	Includes new standards for these signs			Staff – establishes a new standard for these signs that are not included in the current code, yet which are common throughout the City.
Sign Walkers		Consistent with state law, a sign walker may stand in the public right-of-way on a sidewalk		Staff – inserted to ensure consistency with ARS as modified under HB 2528.

Standard	Change is more restrictive	Change is less restrictive	Proposed for deletion	Council Direction and Intention
10-50.100.100 Sign Districts of Special Designation				
Flagstaff Central District				
Findings for Signs ...	Includes a new standard to define 3-D form			Staff – proposed to establish a defensible standard for 3-D form which is lacking in the current code.
Table A: Standards for Building Mounted Signs in the Flagstaff Central District				
	Signs are not permitted above the expression line of a building	Total Sign Area calculations now updated to allow more opportunities for appropriate signage on buildings with multiple entries and for sign area per business		Staff – current code is unclear on the height of signs mounted on a building wall. With the 2011 Zoning Code update, the expression line was intended as the defining line, but was not included. Staff – current standards limit are unduly restrictive on the number amount of signs permitted on a building in the Central District. This revision provides more opportunity for appropriate building mounted signs <u>for a multi-tenant building</u> .
Table B: Standards for Building Identification Signs				
	Includes new standards for these signs			Staff – establishes a new standard for these signs that are not included in the current code, yet which are common throughout the City.
Downtown Historic District				
Temporary Signs	A-frame signs, upright signs and vertical banners are prohibited.	Allows temporary stanchion signs to be placed within the furniture zone of a sidewalk		Council and staff – provides a more practical solution to an A-frame sign on a Downtown sidewalk.
10-20.40.130 Sign Permits – Temporary Signs				
	Application for a Temporary Sign Permit – may be considered more restrictive if the application may only be filed by the property manager/owner rather than by an individual business owner			Council – directed staff to amend the permitting process so that an application for a temporary sign may only be made by a property manager or owner. Decision Point: staff suggests that it is the business owner who should apply for the permit – more expeditious and beneficial to the business owner.

Standard	Change is more restrictive	Change is less restrictive	Proposed for deletion	Council Direction and Intention
10-20.60.110 Nonconforming Signs				
B. Maintenance, Repair, Alterations, and Removal		Includes an incentive for the replacement of nonconforming signs. P&Z moved to recommend 75% rather than 50%.		Council – provide an incentive so that existing nonconforming signs may over time be replaced with signs that are in closer conformance to the Code.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Brian Kulina, Planning Development Manager
Date: 10/14/2014
Meeting Date: 10/21/2014



TITLE:

Consideration and Approval of a Preliminary Plat request from Mogollon Engineering & Surveying, Inc., on behalf of Pinnacle 146 LLC, for a subdivision of approximately 18.59 acres into 106 single-family residential townhouse lots located at 800 E Sterling Lane within the Medium Density Residential (MR) zone.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends that the City Council approved the Preliminary Plat subject to one condition.

Policy Decision or Reason for Action:

The City Council shall find, based on a recommendation from the Planning and Zoning Commission, 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).

Financial Impact:

No financial liabilities are anticipated by the approval of this Preliminary Plat.

Connection to Council Goal:

Retain, expand, and diversify economic base
Effective governance

Has There Been Previous Council Decision on This:

In August of 1998, the City Council approved Ordinance No. 1976 that conditionally rezoned the site from Rural Residential (RR) to Medium Residential (MR) for the development of an affordable residential townhouse project consisting of 548 units called Zuni Heights. Concurrently, the Growth Management Guide 2000 land use designation for the site was amended from Medium Density Residential to High Density Residential in order to support the increase in density. Subsequent to the approval of Growth Management Guide amendment and rezoning, platting was not pursued and the site was never developed.

On March 7, 2005, the City Council approved Resolution No. 2005-15 approving a Development Agreement between the City and developer, Resolution No. 2005-16 that amended the Flagstaff Area Regional Land Use and Transportation Plan land use designation for the site from High Density Residential to Medium Density Residential in order to support a reduced density, Ordinance No. 2005-05

that modified the conditions of Ordinance No. 1976 for the development of a single-family residential townhouse project consisting of 206 units called Pinnacle Pines, and a tentative plat for Unit 1 of the subdivision.

Options and Alternatives:

1. Approve the Preliminary Plat with the following condition as recommended by the Planning and Zoning Commission:
 1. The developer shall provide additional mitigation of the impact of Silver Lane to adjoining properties.
2. Approve the Preliminary Plat with no conditions, modified conditions, or additional 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:

Pinnacle 146, LLC (the “Owner”) is the property owner of record of approximately 18.59 acres located at 800 E Sterling Lane within the Pinnacle Pines townhouse subdivision (the “Subject Property”). The proposed preliminary plat subdivides the Subject Property into 106 single-family residential townhouse lots. This is the second phase of the Pinnacle Pines townhouse subdivision. The first phase, Unit 1, is nearing build-out with 102 single-family residential townhouse lots on approximately 22 acres.

The Pinnacle Pines Unit 1 Final Plat, a copy of which is attached, created 102 single-family residential townhouse lots and identified the area that is currently intended for development of Unit 2 as Tract 15 with a note that it was to be retained by the owner/developer for future development. As part of the Development Agreement associated with the rezoning, it was agreed that secondary access to the site shall be provided through a "Southerly Access" to John Wesley Powell Boulevard prior to or concurrent with the platting and construction of the 103rd residential lot. The "Southerly Access" was proposed in one of two locations. The first, and most preferred, option was through the Forest Service land to the south as part of a land trade to create a Regional Park. Unfortunately, the land trade was never completed and the Regional Park designation on the land has since been removed. The second option was through Tract 7 at the southwest corner of Unit 1. While not explicitly depicted on the final plat as a potential location for the "Southerly Access," it was noted that a private roadway easement was reserved across Tract 7. Civil Improvement Plans for the construction of the "Southerly Access" have been submitted to the City and are currently under review. Approval of the Civil Improvement Plans and commencement of construction must occur prior to or concurrent with the final platting of Phase 1 of Unit 2.

Community Involvement:

Inform. The existing zoning of the Subject Property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of a preliminary plat review process. As of this writing, staff has received 7 e-mails, copies of which are attached, primarily expressing concerns over the location of the secondary access through Tract 7 of Unit 1. It is the understanding of staff that the Owner has reached out to the residents of Unit 1 through the Homeowners Association to discuss the project and the need for the secondary access.

Attachments:

PZC Staff Report
Application
Unit 1 Final Plat
Draft Amended DA
Secondary Access Easement
Concept Elevations
Public Comment

Preliminary Plan

PLANNING AND DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PPPL2014-0005

<u>DATE:</u>	<u>September 18, 2014</u>
<u>MEETING DATE:</u>	<u>September 24, 2014</u>
<u>REPORT BY:</u>	<u>Brian Kulina, AICP</u>

REQUEST:

A Preliminary Plat request from Mogollon Engineering & Surveying, Inc., on behalf of Pinnacle 146 LLC, for a subdivision of approximately 18.59 acres into 106 single-family townhouse lots located at 800 E Sterling Lane, within the Medium Density Residential (MR) 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:

Undeveloped land within the Pinnacle Pines townhouse subdivision

PROPOSED LAND USE:

Unit 2 of the Pinnacle Pines subdivision consisting of 106 townhouse lots

NEIGHBORHOOD DEVELOPMENT:

North:	Undeveloped land; Rural Residential (RR) zone
East:	Pinnacle Pines Unit 1; Medium Density Residential (MR) zone
South:	US Forest Service land; Rural Residential (RR) zone
West:	US Forest Service land; Rural Residential (RR) 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

Pinnacle 146, LLC (the “Owner”) is the property owner of record of approximately 18.59 acres located at 800 E Sterling Lane within the Pinnacle Pines townhouse subdivision (the “Subject Property”). The proposed preliminary plat subdivides the Subject Property into 106 single-family residential townhouse lots. This is the second phase of the Pinnacle Pines townhouse subdivision. The first phase, Unit 1, is nearing build-out with 102 single-family residential townhouse lots on approximately 22 acres.

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In August of 1998, the City Council approved Ordinance No. 1976 that conditionally rezoned the site from Rural Residential (RR) to Medium Residential (MR) for the development of an affordable residential townhouse project consisting of 548 units called Zuni Heights. Concurrently, the Growth Management Guide 2000 land use designation for the site was amended from Medium Density Residential to High Density Residential in order to support the increase in density. Subsequent to the approval of Growth Management Guide amendment and rezoning, platting was not pursued and the site was never developed.

On March 7, 2005, the City Council approved Resolution No. 2005-15 approving a Development Agreement between the City and developer, Resolution No. 2005-16 that amended the Flagstaff Area Regional Land Use and Transportation Plan land use designation for the site from High Density Residential to Medium Density Residential in order to support a reduced density, Ordinance No. 2005-05 that modified the conditions of Ordinance No. 1976 for the development of a single-family residential townhouse project consisting of 206 units called Pinnacle Pines, and a tentative plat for Unit 1 of the subdivision.

The Pinnacle Pines Unit 1 Final Plat, a copy of which is attached, created 102 single-family residential townhouse lots and identified the area that is currently intended for development of Unit 2 as Tract 15 with a note that it was to be retained by the owner/developer for future development. As part of the Development Agreement associated with the rezoning, it was agreed that secondary access to the site shall be provided through a "Southerly Access" to John Wesley Powell Boulevard prior to or concurrent with the platting and construction of the 103rd residential lot. The "Southerly Access" was proposed in one of two locations. The first, and most preferred, option was through the Forest Service land to the south as part of a land trade to create a Regional Park. Unfortunately, the land trade was never completed and the Regional Park designation on the land has since been removed. The second option was through Tract 7 at the southwest corner of Unit 1. While not explicitly depicted on the final plat as a potential location for the "Southerly Access," it was noted that a private roadway easement was reserved across Tract 7. Civil Improvement Plans for the construction of the "Southerly Access" have been submitted to the City and are currently under review. Approval of the Civil Improvement Plans and commencement of construction must occur prior to or concurrent with the final platting of Phase 1 of Unit 2.

Flagstaff Area Regional Land Use and Transportation Plan

The Flagstaff Regional Plan 2030 designates the Subject Property as Suburban. The Suburban area types have medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet, walkable by special pedestrian facilities such as FUTS trails; some services and goods are available to the residents; the area may have access to public transportation. The proposed plat is in conformance with the current designation.

ZONING REQUIREMENTS:

The Subject Property is currently zoned, conditionally, Medium Density Residential (MR). The MR zone is intended to apply to areas appropriate for moderate density residential with a variety of housing types, including affordable and planned residential development that allow for higher densities. The density ranges in the MR zone from a required minimum density of 6 dwelling units/acre to a maximum density of 9 dwelling units/acre within the Resource Protection Overlay (RPO) zone. While the setbacks within the MR zone do not specifically allow for a 0-foot side setback in order to accommodate townhouse development, Ordinance No. 2005-05 was approved subject to conformance with a concept plan that showed reduced setbacks. Provided development conforms to the development standards of the MR zone as modified by Ordinance No. 2005-05, no additional use entitlement work is required.

Affordable Housing

Section 7.2 of the Development Agreement stated: "The Developer shall show on the Tentative (Preliminary) and Final Plats and Concept Plan the proposed location of ten (10) to fifteen (15) affordable dwelling units, which may be located on lands also noted as proposed open space, as illustrated on said plats and concept plan. The dedication clause on all Tentative (Preliminary) and Final Plats shall reflect that the Developer shall dedicate such parcels to a land trust created by the City for

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affordable housing purposes, provided that the City shall have amended the City Code within two (2) years of the recordation of the first Final Plat to allow incentives to developers to incorporate affordable housing components into subdivisions, which the City and [d]eveloper shall be able to agree meet the Developer's needs for this Project. If the condition regarding the City Code amendments and agreement by the [d]eveloper and the City do not occur within said two (2) year period, then the land proposed on said plats for location of affordable dwelling units shall be dedicated for open space in lieu of affordable housing units." In accordance with the Development Agreement, the Concept Plan identified 11 affordable housing units in the subdivision, eight (8) in Unit 1 and three (3) in Unit 2. The City completed the process to amend City Code to incorporate affordable housing incentives; however, an agreement between the City and the developer regarding the affordable units was never reached. As such, the requirement to provide affordable housing within the development has lapsed.

Understanding the need for affordable housing within the City, the Owner has agreed, through the negotiation of the Pinnacle Pines First Amended and Restated Development Agreement, a copy of which is attached to this report and must be approved by City Council prior to preliminary plat approval, to a one thousand dollars (\$1,000.00) per lot contribution that will be made at the time of building permit issuance for each lot within Unit 2. In consideration for this contribution, the City has allowed the Owner to plat the three lots on Unit 2 that were initially intended for affordable housing units as traditional market rate lots. This results in a total of 106 lots being platted within Unit 2 and a total of one hundred six thousand dollars (\$106,000.00) being contributed by the Owner to further the City's affordable housing initiatives.

Density/Intensity/Development Standards

The Subject Property is proposed to develop as phase two of the Pinnacle Pines subdivision, and includes 106 single-family residential townhouse lots. The Medium Density Residential (MR) zone has an established minimum density requirement of 6 dwelling units per acre and a maximum density threshold, within the Resource Protection Overlay (RPO) zone, of 9 dwelling units per acre. Unit 2 has a proposed density of 5.7 dwelling units per acre; however, the overall development has a density of 6.9 dwelling units per acre, based on 209 dwelling units and a net area, not including approximately 9.65 acres of public open space, of 30.45 acres. The overall density of the project is in compliance with the Medium Density Residential (MR) zone.

The Medium Density Residential (MR) zone does not accommodate the 0-foot side setback necessary for the development of a townhouse lot. Ordinance No. 2005-05 was approved subject to conformance to a concept plan that show reduced setbacks. Table 1 summarizes the development standards that will be applicable to the development of Unit 2. Those standards that are different from the base MR zone have been highlighted.

Table 1 – Development Standards	
Standard	Unit 2 Preliminary Plat
Acres	18.6
Maximum Building Height (feet)	35
Maximum Coverage	67%
Building Placement Requirements (Minimum Setbacks):	
Front (feet)	10 (building) 20 (garage)
Side (feet)	5 (exterior) 0 (interior)
Rear (feet)	15

Natural Resources

In accordance with Section 10-50.90.020.A of the Zoning Code (Page 50.90-2), the Subject Property is located within the

established Resource Protection Overlay (RPO) zone. When Pinnacle Pines was initially entitled, a Preliminary Slope and Forest Resource Plan was submitted to and approved by the City in conjunction with Ordinance No. 2005-05 and the Development Agreement. That plan established a 50% forest protection threshold, a 70% protection threshold for areas with 17% slope, and an 80% protection threshold for areas with 25% slope. In addition, the development provided dedicated open space and was therefore entitled to a 5% reduction in resource protection. The preliminary plat for Unit 2 conforms to these required resource protection standards.

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 approximately 2.79 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. The majority of the open space for Unit 2 will be located to the north and west, and utilized as resource preservation areas. The proposed development is part of the larger Pinnacle Pines subdivision that provides for approximately 9.65 acres, approximately 24% of the total development area, of open space spread throughout the development.

In accordance with Section 10-50.60.020.A of the Zoning Code (Page 50.60-5), all new residential developments shall provide landscaping in compliance with the standards of the Zoning Code. As previously mentioned, the Subject Property is located within an established Resource Protection Overlay (RPO) zone, which requires a minimum level of preservation of existing trees. The preserved forest should, in accordance with Section 10-580.60.050.A.1.g of the Zoning Code (Page 50.60-18), offset some of the required landscaping, including any required bufferyard landscaping. In addition, on-lot front yard landscaping will be required at a rate of one (1) tree and two (2) shrubs per lot. A final landscaping plan, prepared in accordance with Section 10-50.60.030.C of the Zoning Code (Page 50.60-6), addressing common area landscaping will be required as part of the Civil Improvement Plan submittal. On-lot landscaping will be reviewed as part of the Building Permit submittal for each lot.

Lighting

In accordance with Section 10-50.70.040.B of the Zoning Code (Page 50.70-4), this development is located within Lighting Zone 2, and, in accordance with Table 10-50.70.050.A of the Zoning Code (Page 50.70-6), the maximum total lumens for a single-family residential development within Lighting Zone 2 is 10,000 lumens per lot, which includes a limit of 4,000 lumens per lot for partially shielded light fixtures. Final lighting compliance will be ensured during the building permit review process.

Building Design

Review and approval of Ordinance No. 2005-05 included the review and approval of conceptual building elevations, a copy of which is attached to this report, and were incorporated into the original Development Agreement. These same elevations will be carried forward in the Pinnacle Pines First Amended and Restated Development Agreement and must be approved by the City Council prior to preliminary plat approval. The conceptual building elevations are in conformance with the architectural design standards.

SYSTEMS ANALYSIS:

Traffic/Access/Pedestrian/Bicycle

A Traffic Impact Analysis (TIA) was reviewed and approved by the City in 2005 in association with the approval of Ordinance No. 2005-05. Primary vehicular, bicycle, and pedestrian access to the site are available from South Lone Tree Road and then west along Zuni Drive. Internal access to each lot is provided through a series of private paved streets. As a condition of the Development Agreement, secondary access to the site shall be provided, prior to or concurrent with the platting and construction of the 103rd residential lot, to John Wesley Powell Boulevard. The Development Agreement

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provided two options for achieving the secondary access. The first, and most preferred, option was a southerly extension of Sonoma Street through the Forest Service land as part of a larger City Regional Park project. Unfortunately, that project relied on a federal land exchange in order for the City to acquire the Forest Service land. That land exchanges was never fully executed and the land remains in the control of the Forest Service. The second option was an easterly extension of Sterling Lane through Tract 7 of Unit 1 and a parcel owned by Pine Canyon. Both options, in accordance with the Development Agreement and the TIA, were either shown or noted on the Unit 1 Final Plat and are acceptable to the City. The developer has obtained the necessary easements, copies of which are attached to this report, from the Pinnacle Pines Homeowners Association and Pine Canyon for the construction of the secondary access through Tract 7 of Unit 1. Civil Improvement Plans for the construction of the secondary access have been submitted to the City and are currently under review. Approval of the civil plans and commencement of construction must occur prior to or concurrent with the final platting of Phase 1 of Unit 2.

Water and Wastewater Systems

The Subject Property is served by the existing 8-inch looped water system and the existing 8-inch wastewater system in Unit 1. A Water and Sewer Impact Analysis was reviewed and approved by the City in 2005 in association with the approval of Ordinance No. 2005-05. New 8-inch water and sewer mains will be extended into Unit 2 to provide individual lot services. In accordance with the Development Agreement, a new water connection must be made from the existing 8-inch water main located in Sterling Lane to the existing 12-inch water main in John Wesley Powell Boulevard. This connection will be completed as part of the construction of the secondary access through Tract 7 of Unit 1.

Stormwater System

The original Drainage Master Plan for Pinnacle Pines accounted for the development of Unit 2. No new Low Impact Development (LID) or detention features are required on-site. However, the developer has agreed to incorporated new LID features into the final design of Unit 2 where practicable.

CITIZEN PARTICIPATION:

The existing zoning of the Subject Property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of a preliminary plat review process. As of this writing, staff has received 7 e-mails, copies of which are attached, primarily expressing concerns over the location of the secondary access through Tract 7 of Unit 1. It is the understanding of staff that the Owner has reached out to the residents of Unit 1 through the Homeowners Association to discuss the project and the need for the secondary access.

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
- Pinnacle Pines Unit 1 Final Plat
- Draft Pinnacle Pines First Amended and Restated Development Agreement
- Secondary Access Easements
- Concept Elevations
- Public Comments
- Unit 2 Preliminary Plat



City of Flagstaff

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

Community Development Division

SUBD

Date Received JUN 17 2014	Application for Subdivision Review		File Number DEV 13-044
Property Owner(s) BY: Pinnacle 146 L.L.C.	City, State, Zip Flagstaff AZ 86001		Phone 928-699-1169
Mailing Address 1750 Railroad Springs	City, State, Zip Flagstaff AZ 86001		Email
Applicant(s) mogollon Eng	City, State, Zip Flagstaff AZ 86001		Phone
Mailing Address 411 W. Santa Fe	City, State, Zip Flagstaff AZ 86001		Email mogollon99@aol.com
Project Representative	City, State, Zip		Phone
Mailing Address	City, State, Zip		Email
Requested Review:	<input type="checkbox"/> Development Master Plan <input type="checkbox"/> Conceptual Plat <input type="checkbox"/> Preliminary Plat P&Z and Council <input type="checkbox"/> Modified Subdivision <input checked="" type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat- Council		

Project Name: Pinnacle Pines Unit 2	Site Address 800 E. Sterling	Parcel Number 105-20-117
Proposed Use Townhomes	Existing Use vacant	Subdivision, Tract & Lot Number Pinnacle Pines Tract 15
Zoning District MR	Regional Plan Category med density Res	Flood Zone X
Size of Site (Sq. ft. or Acres) 18.8 ac	Property Information:	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?		
Surrounding Uses (Res, Com, Ind)	North Res	South vacant
	East Res	West vacant

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Townhomes	103	103		n/a

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) Kurt Hotsenpiller for Brian Rhoton	Date: 6/16/14	Applicant Signature: Kurt Hotsenpiller	Date: 6/16/14
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For City Use

Date Filed: 6-17-14	Case Number (s): PPR2014 0011	PPPL2014 0005
P & Z Hearing Date: 9/24/14	Publication and Posting Date: N/A	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number: 14-0039150	Amount: \$ 16,959.00	Date: 6/17/14
Action by Planning and Zoning Commission:	Action By City Council:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved	
<input type="checkbox"/> Denied	<input type="checkbox"/> Denied	
<input type="checkbox"/> Continued	<input type="checkbox"/> Continued	
Staff Assignments	Planning Brian	Engineering Gary
	Fire Kent	Public Works/Utilities Jim
		Stormwater Nyle

PINNACLE PINES - UNIT 1

FINAL PLAT

DOCKET 2118, PAGE 901

A 102 LOT TOWNHOUSE SUBDIVISION ON 22.28 ACRES
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. AND S.R.M.
FLAGSTAFF, ARIZONA

DEDICATION
State of Arizona } ss.
County of Coconino }

KNOW ALL MEN BY THESE PRESENTS: That EMPIRE RESIDENTIAL CONSTRUCTION, L.P., hereby publishes this plat as and for the plat of PINNACLE PINES UNIT 1, a subdivision of a portion of the NE1/4 NE1/4 of Section 33, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona, as shown on the attached map, 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 lot and street and shall be subject to the provisions of the Public Utility Easement, Pedestrian Access Easement, and Private (Property Owners Association) Easement, dedicated to the City of Flagstaff, and shall be subject to the Public Utility Easement, Pedestrian Access Easement, and Private (Property Owners Association) Easement, dedicated to the Property Owners Association, and, with respect to Tracts 7 and 10, as otherwise set forth in this plat.

IN WITNESS WHEREOF, EMPIRE RESIDENTIAL CONSTRUCTION, L.P., has caused its name to be signed and the same to be attested by the signature of its representative, thereunto authorized.

Done at Flagstaff, Arizona, this 11th day of July, 2005.

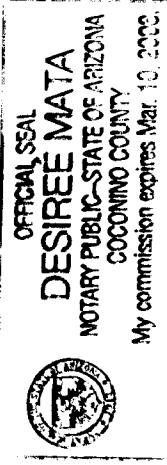
BY: [Signature]
EMPIRE RESIDENTIAL CONSTRUCTION, L.P.

ACKNOWLEDGMENT
State of Arizona } ss.
County of Coconino }

On this the 11th day of JULY, 2005, before me, the undersigned personally appeared JERRY ABBOTT, who acknowledged by self to represent EMPIRE RESIDENTIAL CONSTRUCTION, L.P., 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.

[Signature]
Notary Public
My commission expires: March 10, 2008



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:

- Removable wood, wire, or section-type fencing
- Construction, structures, or buildings expressly approved in writing by all Public Utilities which use or shall use the utility easement.

Tree Preservation and Protection

Existing Ponderosa Pine Trees to be preserved as identified on the Final Resource Plan of PINNACLE PINES UNIT 1 shall be protected and preserved in accordance with Land Development Code, Division 10-06-005. Existing Ponderosa Pine Trees to be preserved shall be identified and protected before on-site construction commences so as to prevent root damage, trunk damage and soil compaction. On-site construction includes grading, clear-cutting, trenching, and building construction.

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.

Construction of landscaping within clear view zones is restricted per L.D.C. Division 10-07

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER CONSTRUCTION IS PERMITTED WITHIN THE DRAINAGE EASEMENTS.

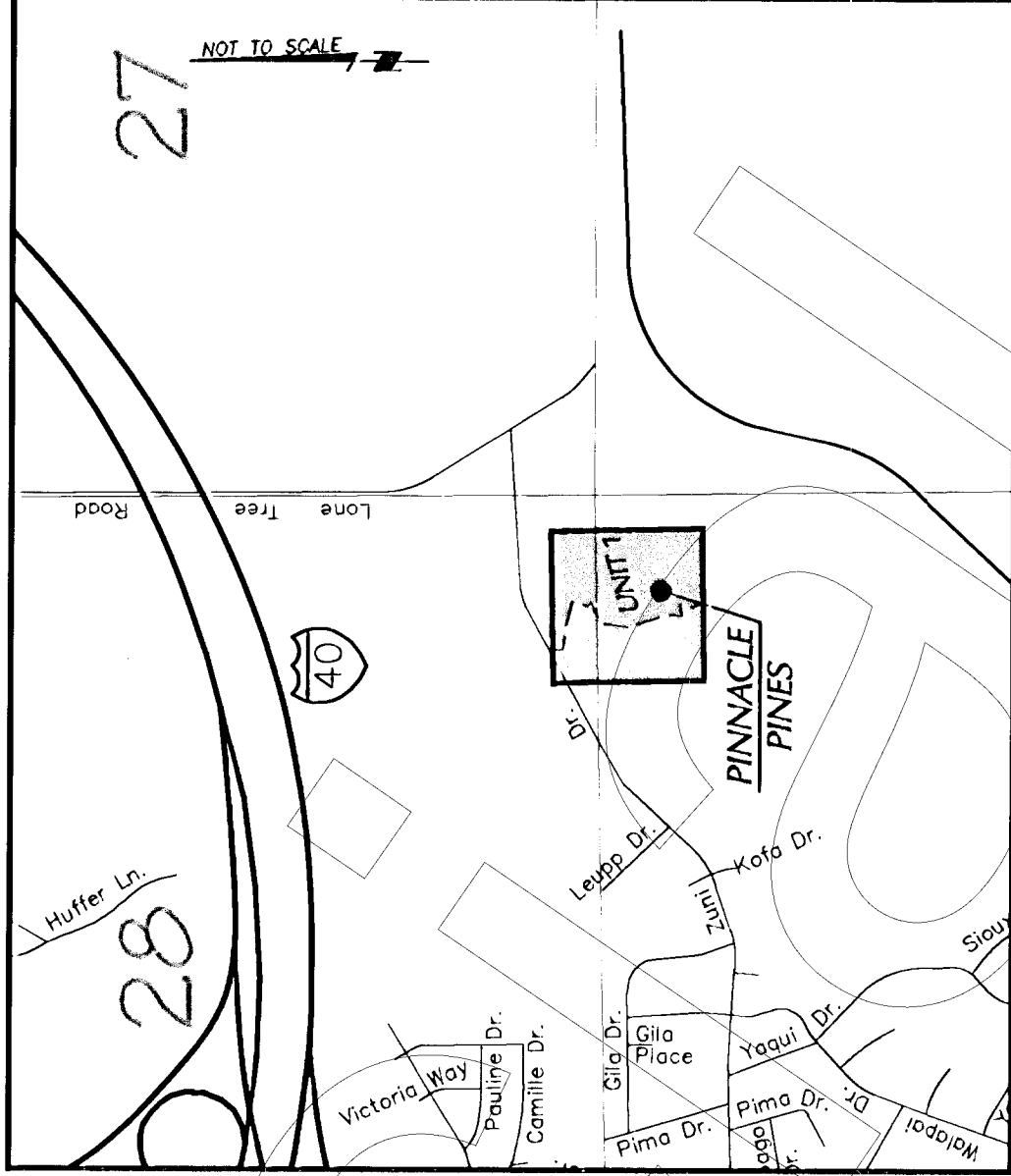
FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY.

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.

CERTIFICATION

I hereby certify that this plat and the survey on which it is based, was prepared and prepared by me and that it is true and correct to the best of my knowledge.



INDEX TO SHEETS

- COVER SHEET
- BOUNDARY AND EASEMENT INFORMATION
- LOT AND TRACT INFORMATION

TRACT INFORMATION AND FURTHER DEDICATION

Tract "1" is hereby dedicated to the City of Flagstaff as Public Open Space, Public Utility Easement, Pedestrian Access Easement, and Private (Property Owners Association) Drainage Easement, and as further set forth in this Final Plat.

Tract "2" is hereby dedicated to the Property Owners Association for the subdivisions detention basins to be owned and maintained by the Property Owners Association.

Tract "3" is hereby dedicated to the Property Owners Association for a non-exclusive private roadway easement to be owned and maintained by the Property Owners Association and a Public Utility Easement, and a non-exclusive access easement is hereby dedicated for the benefit of the public.

Tract "4" is hereby dedicated to the Property Owners Association as a Public Utility Easement and is to be reserved for possible future street connection to Pine Canyon Estates.

Tracts "5 through 14" are hereby dedicated to the Property Owners Association as miscellaneous Open Space, Public Utility Easement, and Private Drainage Easement and are to be owned and maintained by the Property Owners Association, and with respect to Tracts 7 and 10, as further set forth in this Final Plat.

Tract "15" is to be retained by the Owner/Developer for future development.

AFFORDABLE HOUSING INFORMATION AND FURTHER DEDICATION

EMPIRE RESIDENTIAL CONSTRUCTION, L.P., on its successors or assigns, shall dedicate portions of Tracts 1, 7, and 10, subject to a reservation for a private roadway easement across Tract 7, to a Land Trust created by the City of Flagstaff for affordable housing purposes, as further specified in the Development Agreement between EMPIRE RESIDENTIAL CONSTRUCTION, L.P. and the City of Flagstaff, dated June 20, 2005 and recorded as Instrument No. [blank]. Records of Coconino County, Arizona, provided however that the City of Flagstaff shall have amended the City Code within two years of the recording date of this Final Plat to allow incentives to developers to incorporate affordable housing components into these subdivisions, which the City of Flagstaff and EMPIRE RESIDENTIAL CONSTRUCTION, L.P. shall be able to agree to meet EMPIRE RESIDENTIAL CONSTRUCTION, L.P.'s needs for this project.

Mogollon
ENGINEERING
INC
SURVEYING
All N Santa Fe Avenue, Flagstaff, AZ 86001
P.O. Box 1952, Flagstaff, AZ 86002
Phone: 928-214-0214 • Fax: 928-913-0055



Mogollon
ENGINEERING
INC
SURVEYING
DATE: 7/08/05
PROJECT NO: 04634
REVISIONS: DRB comments 6/28/05
DESIGNED BY: [blank]
CHECKED BY: [blank]
DRAWN BY: KAH
VERT SCALE: N/A
HOR SCALE: N/A

Mogollon
ENGINEERING
INC
SURVEYING
7/08/05
MES#04634
PINNACLE PINES
UNIT 1
FINAL PLAT

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 11th day of July, 2005.

BY: [Signature] MAYOR

ATTEST: [Signature] 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 11th day of July, 2005.

BY: [Signature] CHAIRPERSON

BY: [Signature] CITY ENGINEER

UTILITY COMPANY ACKNOWLEDGMENT

UTILITY COMPANY ACKNOWLEDGMENT
[Signature] DATE 7.11.05
[Signature] DATE 7.11.05
[Signature] DATE 7.11.05
[Signature] DATE 7.11.05
[Signature] DATE 7.11.05

NO. 3331864
RECORDED AT REQUEST OF
FLAGSTAFF, CITY OF
DATE 07/13/2005 01:59P
[Signature]
COUNTY CLERK
COCONINO COUNTY, ARIZONA

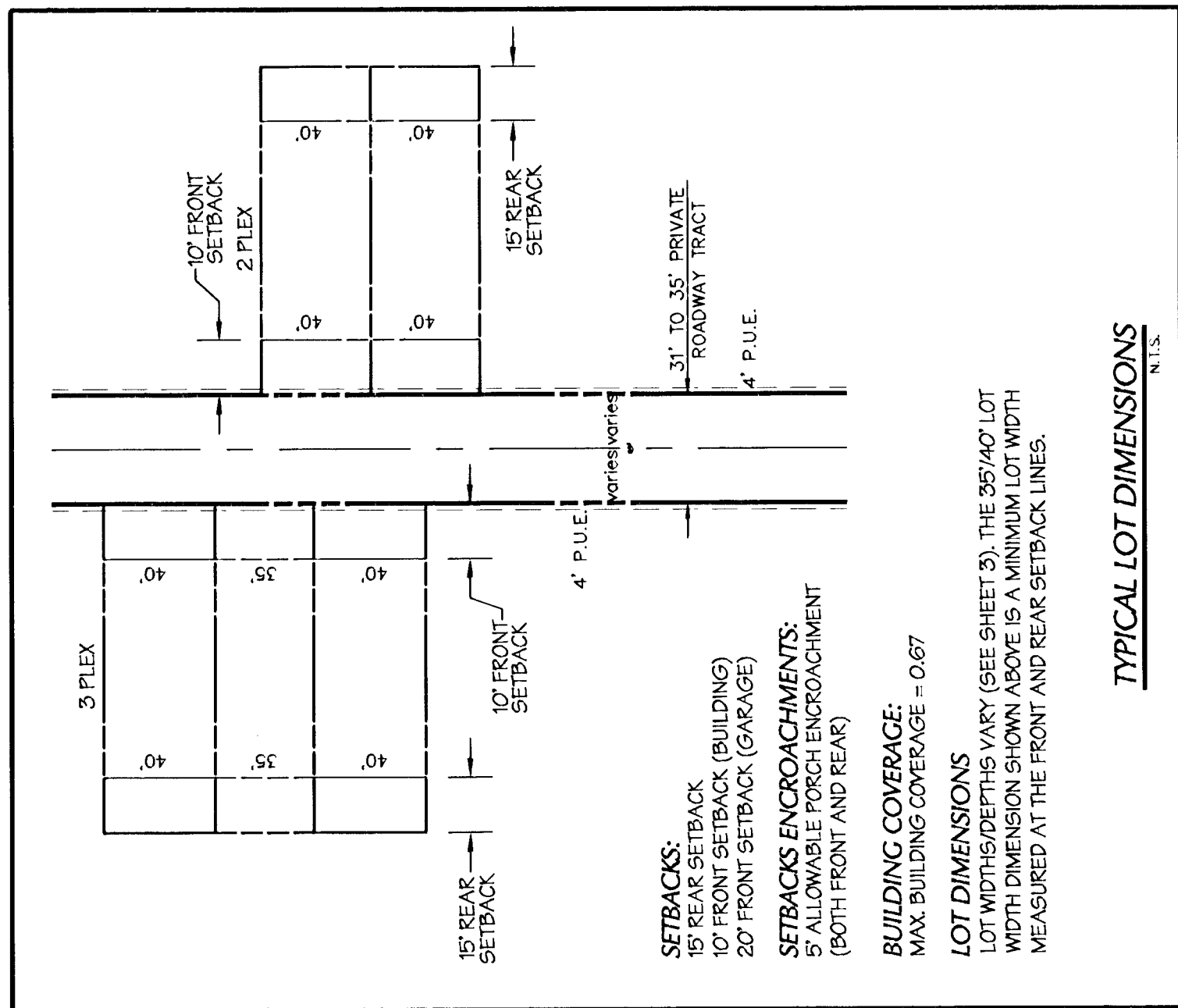
PROJECT INFORMATION

SUBDIVISION NAME: PINNACLE PINES - UNIT 1
NUMBER OF LOTS: 102
TOTAL ACRES: 22.28
PUBLIC OPEN SPACE: 5.89 ACRES (TRACT 1)
NET ACRES: 16.39 ACRES
NET DENSITY: 6.22 UNITS PER ACRE
ASSESSORS PARCEL NUMBER: 105-04-003A, 3C, 3E, 3G, 3H, 3J & 3K
ZONING DISTRICT: MR
R.L.U.T.P. DESIGNATION: MEDIUM DENSITY RESIDENTIAL
OWNER/DEVELOPER: EMPIRE COMPANIES
1016 W. UNIVERSITY AVE.
FLAGSTAFF, AZ 86001

OWNER REPRESENTATIVES:
JERRY ABBOTT (928) 214-9683
EMPIRE COMPANIES
1016 W. UNIVERSITY AVE.
FLAGSTAFF, AZ 86001



A 102 LOT TOWNHOUSE SUBDIVISION ON 22.28 ACRES
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. AND S.R.M.
FLAGSTAFF, ARIZONA



*** GRINDER PUMPS**

LOTS 1 THROUGH 15, 22, 23, 30 THROUGH 36, 53 THROUGH 64, & 72 THROUGH 94 MAY REQUIRE INDIVIDUAL PRIVATE GRINDER PUMPS FOR WASTE WATER DISPOSAL. POTENTIAL AFFORDABLE HOUSING UNITS LOCATED IN TRACT 1 MAY ALSO REQUIRE INDIVIDUAL PRIVATE GRINDER PUMPS FOR WASTEWATER DISPOSAL.

• AFFORDABLE HOUSING INFORMATION AND FURTHER DEDICATION

EMPIRE RESIDENTIAL CONSTRUCTION, L.P., or its successors or assigns, shall dedicate portions of Tracts 1, 7, and 10, subject to a reservation for a private roadway easement across Tract 7, to a Land Trust created by the City of Flagstaff for affordable housing purposes, as further specified in the Development Agreement between EMPIRE RESIDENTIAL CONSTRUCTION, L.P. and the City of Flagstaff dated June 20, 2005 and recorded as Instrument No. _____, Records _____.

CONSTRUCTION, L.P., and the City of Flagstaff dated June 20, 2006 and recorded as Instrument No. _____ Records _____ of Coconino County, Arizona, provided however that the City of Flagstaff shall have amended the City Code within two years of the recording date of this Final Plan to allow incentives to developers to incorporate affordable housing components into the subdivisions, which the City of Flagstaff and EMPIRE RESIDENTIAL CONSTRUCTION, L.P. shall be able to agree to meet EMPIRE RESIDENTIAL CONSTRUCTION, L.P.'s needs for this project.

- **BASIS OF BEARINGS & PROJECT BENCHMARK**

Basis of Bearings is the east line of Section 33, South 00 12'00" West, per 1965 B.L.M. notes.

Project Benchmark is the NE Corner of Section 33, Elev.=6927.21'.

- TRACT INFORMATION AND FURTHER DEDICATION

Tract "m" is hereby dedicated to the City of Flagstaff as Public Open Space, Public Utility Easement, Pedestrian Access Easement, and Private (Property Owners Association) Drainage Easement, and as further set forth in this Final Plat.

Tract "2" is hereby dedicated to the Property Owners Association for the subdivisions detention basins to be owned and maintained by the Property Owners Association.

Tract "3" is hereby dedicated to the Property Owners Association for a non-exclusive private roadway easement to be owned and maintained by the Property Owners Association and a Public Utility and non-exclusive Access Easement is hereby dedicated for the benefit of the public.

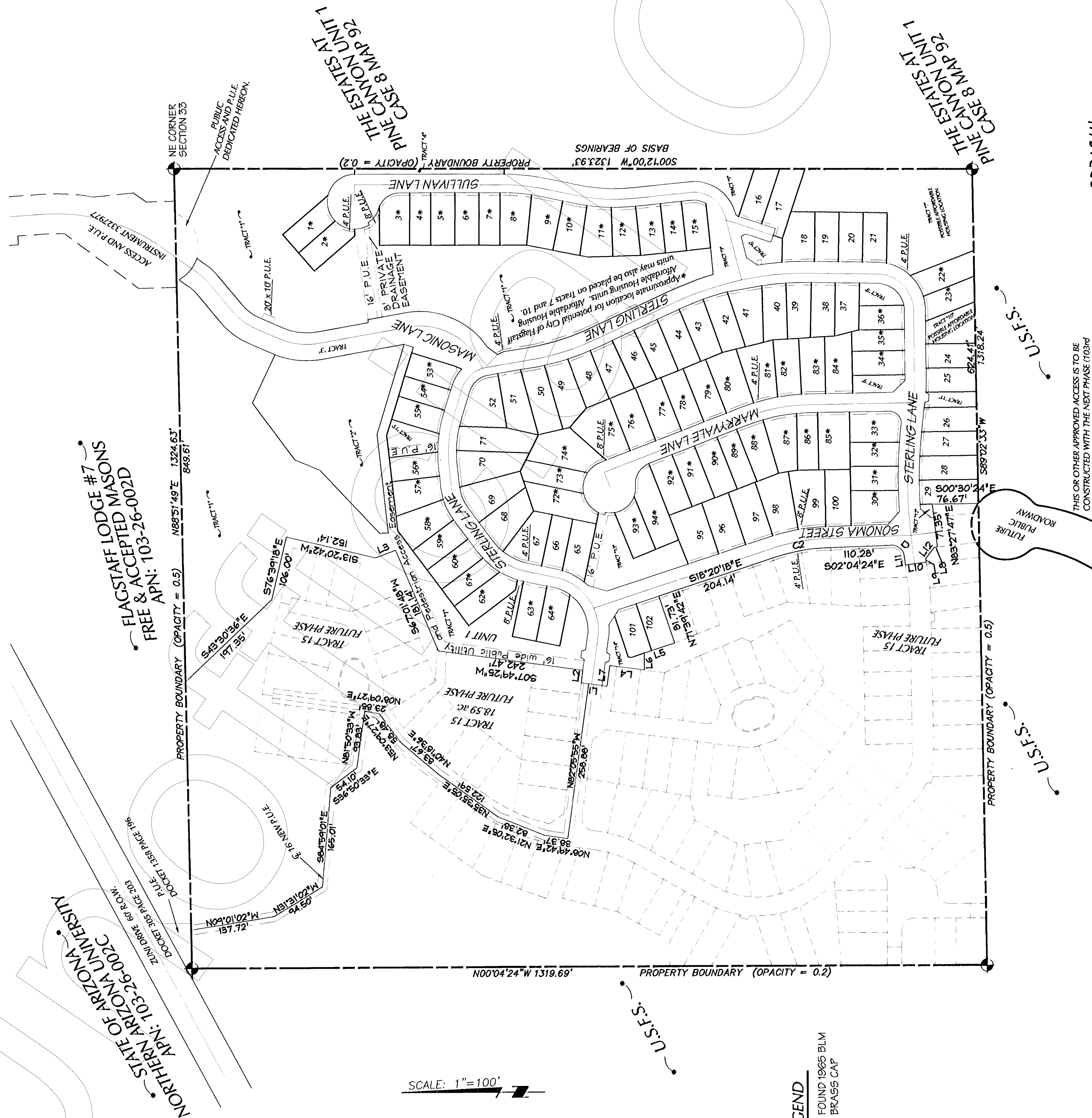
Tract "4" is hereby dedicated to the Property Owners Association as a Public Utility Easement and is to be reserved for possible future street connection to Pine Canyon Estates.

Tracts "5 through 14" are hereby dedicated to the Property Owners Association as miscellaneous Open Space, Public Utility Easements, and Private Drainage Easement and are to be owned and maintained by the Property Owners Association, and with respect to Tracts 7 and 10, as further set forth in this Final Plat.

- MISCELLANEOUS INFORMATION

Tract "45" is to be retained by the Owner/Developer for future development.

All units in this Unit 1 development will have a fire sprinkler system installed.



LINE TABLE		
LINE	LENGTH	BEARING
L1	43.00	S07°41'25"W
L2	20.82	N82°10'52"W
L3	35.40	S20°46'36"E
L4	57.84	S07°27'57"W
L5	52.71	S18°20'18"E
L6	27.95	S89°41'19"E

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	29.58	84°44'51"	20.00
C2	83.89	16°15'54"	295.50

THIS OR OTHER APPROVED ACCESS IS TO BE CONSTRUCTED WITH THE NEXT PHASE (103rd LOT) PUBLIC IMPROVEMENTS PER THE DEVELOPMENT AGREEMENT.

3331864

RECORDED AT REQUEST OF
FAG STAFF. 474 OF

CASE 9 PAGE 38P
Records of Cochise County, Arizona
SANDRAGE OWENS
Cochise County, Arizona



LEGEND

FOUND 1965 BLM
BRASS CAP

PINNACLE PINES - UNIT 1

FINAL PLAT

A 102 LOT TOWNHOUSE SUBDIVISION ON 22.28 ACRES
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. AND S.R.M.
FLAGSTAFF, ARIZONA

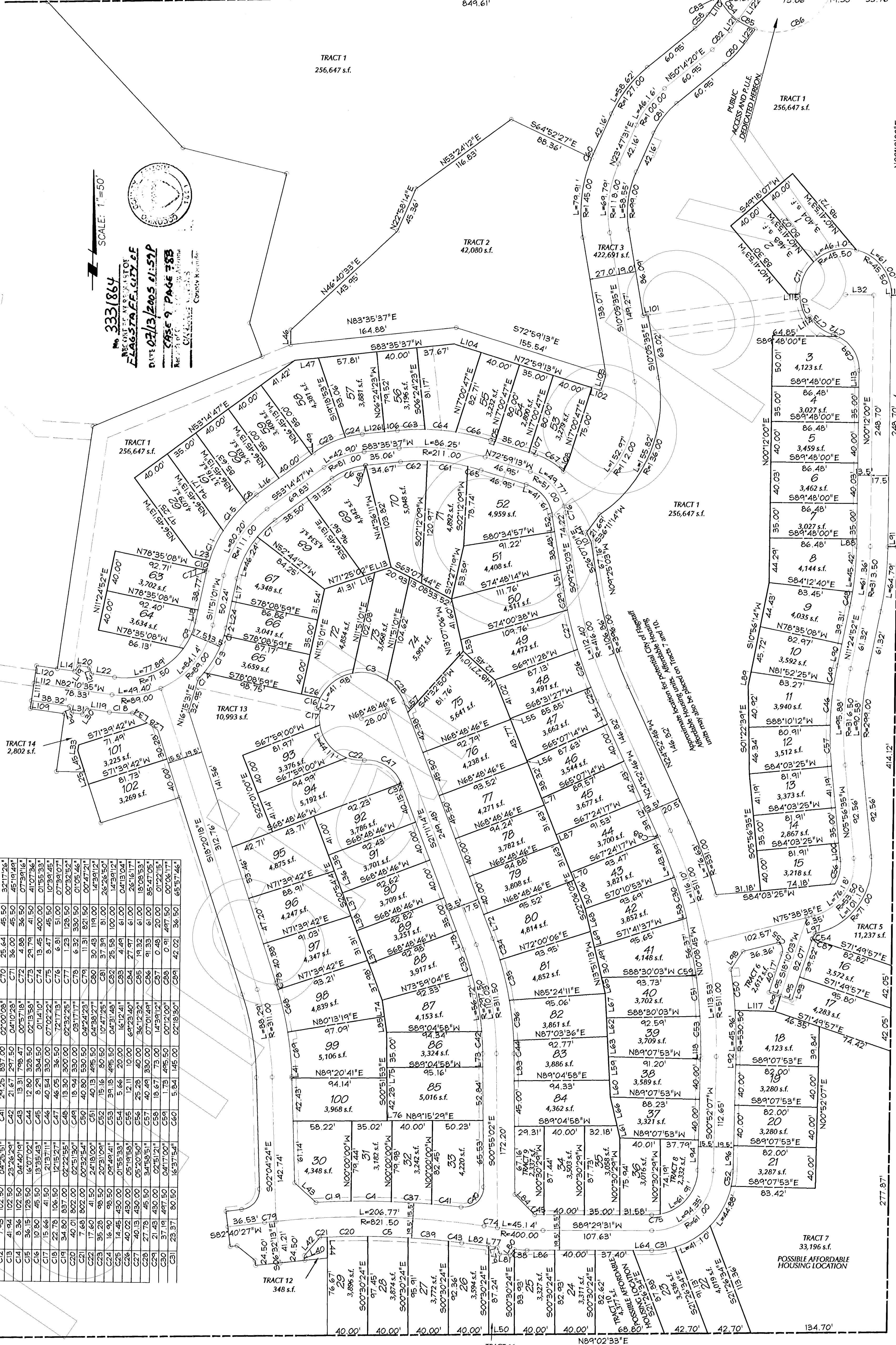
GRINDER PUMPS

LOTS 1 THROUGH 15, 22, 30 THROUGH 36, 53
THROUGH 64 & 72 THROUGH 90 WILL REQUIRE
INDIVIDUAL PRIVATE GRINDER PUMPS FOR
WASTE WATER DISPOSAL. POTENTIAL
AFFORDABLE HOUSING UNITS LOCATED IN TRACT
1 MAY ALSO REQUIRE INDIVIDUAL PRIVATE
GRINDER PUMPS FOR WASTEWATER DISPOSAL.

CURVE TABLE				CURVE TABLE				CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA
C3	35.98	45.50	45°14'34"	C32	0.85	36.50	0°19'48"	C61	40.22	197.50	1°14'00"
C4	40.02	837.00	0°24'19"	C33	26.85	297.50	0°51'01"	C62	26.75	197.50	1°14'00"
C5	40.02	802.00	0°21'19"	C34	22.49	320.50	0°35'50"	C63	27.44	228.50	0°45'50"
C6	35.75	67.50	30°20'50"	C35	40.92	320.50	0°35'50"	C64	30.70	228.50	0°45'50"
C7	24.20	67.50	14°18'23"	C36	40.92	320.50	0°35'50"	C65	13.75	197.50	0°35'50"
C8	12.64	128.50	0°53'36"	C37	40.92	320.50	0°35'50"	C66	35.26	228.50	0°45'50"
C9	23.40	71.50	0°53'36"	C38	12.59	115.50	0°41'40"	C67	32.47	68.50	0°35'50"
C10	10.02	128.50	0°42'30"	C39	40.92	320.50	0°35'50"	C68	43.39	330.50	0°35'50"
C11	32.75	128.50	1°36'15"	C40	33.88	20.00	0°04'21"	C69	44.11	330.50	0°35'50"
C12	10.02	102.50	0°26'15"	C41	24.25	68.50	0°20'09"	C70	25.64	45.50	3°17'26"
C13	41.94	102.50	0°26'15"	C42	21.67	297.50	0°10'23"	C71	36.00	45.50	4°19'48"
C14	8.36	102.50	0°40'19"	C43	13.31	768.47	0°07'51"	C72	4.98	36.50	0°73'16"
C15	15.85	128.50	1°07'02"	C44	12.80	320.50	0°21'13"	C73	29.74	41.50	41°07'56"
C16	22.76	45.50	1°13'21"	C45	8.29	334.50	0°14'10"	C74	13.45	400.00	0°15'35"
C17	15.66	45.50	1°13'21"	C46	46.04	334.50	0°07'02"	C75	8.47	45.50	0°15'35"
C18	22.76	106.50	1°13'21"	C47	46.04	334.50	0°07'02"	C76	6.31	51.00	0°13'45"
C19	34.80	837.00	0°22'55"	C48	13.30	330.00	0°23'17"	C77	12.77	197.50	0°35'52"
C20	40.01	802.00	0°22'55"	C49	13.30	330.00	0°23'17"	C78	12.77	197.50	0°35'52"
C21	7.63	802.00	0°32'54"	C50	40.80	530.50	0°42'24"	C79	11.31	821.50	0°05'46"
C22	17.60	41.50	0°41'00"	C51	40.13	495.50	0°43'30'27"	C80	30.43	191.00	1°43'01"
C23	35.28	98.50	20°31'09"	C52	15.16	80.50	10°47'25"	C81	37.39	61.00	26°16'17"
C24	16.90	98.50	09°49'41"	C53	39.18	80.50	0°43'14"	C82	25.58	100.00	1°43'01"
C25	14.45	450.00	0°15'33"	C54	5.66	20.00	16°12'41"	C83	4.49	61.00	26°16'17"
C26	40.02	450.00	0°15'33"	C55	12.11	10.00	6°23'40"	C84	27.97	61.00	26°16'17"
C27	27.13	450.00	0°15'33"	C56	25.28	40.00	36°12'32"	C85	19.32	61.00	18°08'53"
C28	27.13	450.00	0°15'33"	C57	40.49	330.50	0°21'04"	C86	91.33	61.00	95°47'53"
C29	21.43	430.00	0°15'33"	C58	18.67	73.00	14°31'02"	C87	0.91	407.50	0°02'15"
C30	37.19	437.50	0°41'20"	C59	1.75	495.50	0°43'10"	C88	0.71	102.00	0°02'00"
C31	23.37	80.50	16°31'54"	C60	5.84	145.00	0°21'08"	C89	42.02	36.50	65°57'48"

3331864
FLAGSTAFF, ARIZONA
DATE 02/13/2005 CL:57P
CASE 9 PAGE 78B
Mogollon ENGINEERING

SCALE: 1"=50'
N
Mogollon ENGINEERING



LINE	LENGTH	BEARING
L13	17.14	N71°25'02"E
L14	17.50	N82°10'35"W
L15	10.88	N71°25'02"E
L16	27.33	E53°14'47"W
L17	23.16	N15°10'10"E
L18	11.47	N15°10'10"E
L19	6.71	E54°23'19"W
L20	10.94	N21°03'35"W
L21	6.71	N18°44'50"W
L22	23.06	N82°10'35"W
L23	27.18	N78°35'08"W
L24	17.18	N15°10'10"E
L25	12.19	N15°10'10"E
L26	18.80	S18°20'18"E
L27	4.00	S72°03'53"E
L28	12.46	N78°46'41"W
L29	32.75	S57°21'58"E
L30	6.71	N15°10'10"E
L31	10.94	S94°19'15"E
L32	23.06	S94°19'15"E
L33	5.57	N07°49'01"E
L34	17.69	S57°01'56"E
L35	16.81	S02°54'41"E
L36	23.19	S02°54'41"E
L37	24.06	S02°54'41"E
L38	15.94	S02°54'41"E
L39	3.69	S02°54'41"E
L40	4.67	S04°32'13"E
L41	1.65	S02°04'24"E
L42	23.20	N89°56'24"E
L43	20.33	N48°01'26"W
L44	20.33	S00°30'24"E
L45	22.24	S18°20'18"E
L46	14.67	N00°00'00"W
L47	23.76	S83°35'37"N
L48	0.91	S83°35'37"N
L49	2.50	S53°14'47"N
L50	25.37	N84°02'33"E
L51	18.78	N04°25'03"E
L52	16.56	N04°25'03"E
L53	11.63	N13°07'06"W
L54	25.27	N24°52'46"W
L55	1.04	S22°06'09"E
L56	1.73	S22°06'09"E
L57	10.75	S21°11'14"E
L58	4.62	N10°08'45"W
L59	23.37	S03°23'29"E
L60	16.74	S03°23'29"E
L61	12.34	S13°44'04"E
L62	18.51	S03°23'29"E
L63	19.88	S03°23'29"E
L64	16.25	N15°51'13"W
L65	23.91	S13°44'04"E
L66	21.41	S03°23'29"E
L67	8.87	N15°51'13"W
L68	1.94	S83°29'56"E
L69	6.71	S20°03'15"E
L70	6.71	S20°03'15"E
L71	10.94	S83°29'56"E
L72	26.98	S83°29'56"E
L73	27.14	S00°52'07"E
L74	27.14	S00°52'07"E
L75	15.91	N08°35'50"W
L76	27.44	S02°06'09"E
L77	8.37	S02°06'09"E
L78	7.17	N00°12'00"E
L79	14.09	S10°56'14"W
L80	22.01	N12°45'52"E
L81	9.00	S89°48'00"E
L82	7.72	N00°52'07"E
L83	24.00	S18°10'03"W
L84	24.67	N00°52'07"E
L85	12.00	N71°49'15"W
L86	24.93	N00°52'07"E
L87	2.17	N75°38'35"E
L88	21.44	N83°34'14"E
L89	16.00	S18°10'03"W
L90	16.37	N05°56'55"W
L91	5.00	S81°43'42"W
L92	9.61	S72°59'13"E
L93	16.00	S17°00'47"W
L94	27.62	N72°59'13"E
L95	4.38	N72°59'13"E
L96	12.62	S83°35'37"W
L97	7.06	N72°59'13"E
L98	12.66	N24°34'40"E
L99	8.00	N07°49'25"E
L100	19.13	S83°35'37"E
L101	7.150	N07°49'25"E
L102	5.00	N07°49'25"E
L103	16.81	N07°49'25"E
L104	11.00	N07°49'25"E
L105	11.00	N07°49'25"E
L106	11.00	N07°49'25"E
L107	11.00	N07°49'25"E
L108	11.00	N07°49'25"E
L109	11.00	N07°49'25"E
L110	11.00	N07°49'25"E
L111	11.00	N07°49'25"E
L112	11.00	N07°49'25"E
L113	11.00	N07°49'25"E
L114	11.00	N07°49'25"E
L115	11.00	N07°49'25"E
L116	11.00	N07°49'25"E
L117	11.00	N07°49'25"E
L118	11.00	N07°49'25"E
L119	11.00	N07°49'25"E
L120	11.00	N07°49'25"E
L121	11.00	N07°49'25"E
L122	11.00	N07°49'25"E
L123	11.00	N07°49'25"E
L124	11.00	N07°49'25"E
L125	11.00	N07°49'25"E
L126	11.00	N07°49'25"E
L127	11.00	N07°49'25"E

When recorded, return to:

City Clerk, City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

**PINNACLE PINES
FIRST AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

FLAGSTAFF, ARIZONA

BY AND BETWEEN

CITY OF FLAGSTAFF

AND

PINNACLE DEVCO, LTD.

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of this ____ day of _____, 2014, between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“**City**”) and Pinnacle DevCo, Ltd., an Arizona business corporation (“**Developer**”).

RECITALS

A. On June 20, 2005, Empire Residential Construction, L.P., an Arizona limited liability partnership (“**Original Developer**”) was the owner of approximately forty (40) acres of undeveloped real property located near the intersection of Lone Tree and Zuni Roads, within the City of Flagstaff, Coconino County, Arizona (“**Original Property**”).

B. On June 20, 2005, the City and the Original Developer entered into a development agreement, recorded on August 3, 2005 as Instrument Number 3335903 in the Coconino County Recorder’s Office (the “**Original Agreement**”), pursuant to the provisions of Arizona Revised Statutes § 9-500.05 (pertaining to development agreements), in order to facilitate the proper and orderly development of the Original Property by providing for, among other things, conditions, terms, restrictions, and requirements for the permitted uses for the Original Property, the density and intensity of such uses, and other matters related to development of the Original Property.

C. Pursuant to the Original Agreement, the Original Developer proposed to construct 206 units on the Original Property (“**Original Project**”), to be constructed in two units, of which only 102 dwelling units, all of Unit 1, were constructed.

D. The Developer, as successor in interest to Original Developer, is the owner of approximately 18.6 acres of the Original Property (the “**Property**”), a legal description and map of which are designated as **Exhibit A**, attached to and made a part hereof. The Property comprises all of the land initially proposed for development as Unit 2 of the Original Project.

E. The Developer intends to construct one hundred and six (106) townhome dwelling units on the Property (the “**Project**”), as more particularly described and depicted herein and in the Preliminary Plat, adopted by the Flagstaff City Council on October 21, 2014, and designated **Exhibit B**, attached to and made a part hereof (“**Preliminary Plat**”) and in the Concept Building Elevations designated **Exhibit C**, attached to and made a part hereof (“**Concept Building Elevations**”).

F. The Developer intends to develop the Project in three phases, as set forth in the Preliminary Plat. The initial phase, Phase 1 of Unit 2, consists of eight (8) townhomes located on the west side of Sonoma Street between Bailey and Sterling Lanes. This Phase includes those

lots numbered 103 through 110 on the Preliminary Plat (“**Phase 1**”). Phase 2 of Unit 2 consists of forty-nine (49) townhome lots generally located west of and adjacent to the current Pinnacle Pines subdivision. This Phase includes those lots numbered 111 through 159 (“**Phase 2**”). Phase 3 of Unit 2 consists of forty-nine (49) townhome lots generally located south of and adjacent to Phase 2. This Phase includes those lots numbered 160 through 208 on the Preliminary Plat (“**Phase 3**”).

G. The current zoning of the Property is MR, Medium Density Residential District. Pursuant to Ordinance 2005-05, passed and adopted on March 7, 2005, and recorded on April 19, 2005 as Instrument Number 3317558 in the Coconino County Recorder’s Office, the City Council confirmed the Medium Density Residential zoning and imposed general conditions on the Original Property and the Original Project.

H. The parties wish to enter into this Agreement to supersede and replace the Original Agreement, which will terminate upon the Effective Date of this Agreement, as defined below.

I. The City believes that development of the Property pursuant to this Agreement and the Preliminary Plat will result in aesthetic, planning, and economic benefits to the City and its residents.

J. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer.

K. The City and the Developer intend that any development of the Property pursuant to this Agreement will be consistent with the Flagstaff Regional Plan 2030: Place Matters (“**Regional Plan**”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. 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 guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Property, the Engineering, Design and Construction Standards and Specifications, 2004 Edition, or as approved in the final plat, as well as the standards for off site and on-site public improvements in existence as of the effective date of this Agreement and as the same may be amended or implemented from time to time during the term of this Agreement. 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.

2. CHANGES TO REZONING

For the term of this Agreement, the City shall not initiate any changes or modifications to the zoning districts that may be approved for the Property pursuant to this Agreement, except at the request of the Developer of that portion of the Property for which such zoning change is sought.

3. 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. 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.

4. PROJECT DESCRIPTION, SITE LAYOUT, AND DESIGN CONSIDERATIONS

4.1 Residential Development. The Project contemplated by this Agreement comprises one hundred and six (106) townhome dwelling units, which number includes three (3) dwelling units, located on lots 134, 135, and 136, resulting from the Developer's voluntary contribution to the City's Affordable Housing Program, as set forth in Section 4.2, below. The Property development and design standards, including building elevations, for the planned dwelling units shall conform to the Preliminary Plat and Concept Building Elevations.

4.2 Affordable Housing. The Developer acknowledges the City of Flagstaff's affordable housing set-aside policy but is not seeking any of the affordable housing incentives set forth in the 2011 City of Flagstaff Zoning Code. The Developer further acknowledges the many goals, policies and strategies listed in the Regional Plan related to the lack of affordable housing units within Flagstaff. With the development of the Project, the Developer intends to provide market rate housing for residential purposes. The Developer, acknowledging that the Project will not directly impact affordable housing shortages within Flagstaff, and to further the efforts of the City in addressing the lack of affordable housing units within the community, agrees to pay the City the sum of one hundred six thousand dollars (\$106,000.00) to be used solely for the benefit of affordable housing (the "**Affordable Housing Funds**"). The Affordable Housing Funds shall be made in payments to the City in the amount of one thousand dollars (\$1000.00) for each lot owned by the Developer within the Project, with each payment being made on a lot-by-lot basis as a condition precedent to issuance of a building permit for such lot. Nothing contained in this

Agreement shall prevent the Owner from making a lump sum payment for all or a portion of the Affordable Housing Funds.

4.3 Phasing of Project. Developer has acquired the right-of-way or easement necessary for a second vehicular access in a configuration and location acceptable to the City, and may commence construction on Phase 1, simultaneously with the construction of the roadway across the Southerly Access described in Section 5.1, below, provided that: (1) the eight residential units that comprise all of Phase 1 contain fire sprinklers similar to those installed in the residences constructed in the Original Project; and (2) the eight residential units that comprise all of Phase 1 are not occupied until the roadway across the Southerly Access is complete. In the event the Southerly Access is constructed and accepted by the City prior to the City issuing a final certificate of occupancy for each of the eight residential units that comprise Phase 1, the provisions of this section shall not apply.

4.4 Open Space Dedication. Concurrent with recordation of each plat for the Project, the Developer shall dedicate approximately nine (9) acres of permanent open space in the general locations as depicted on the Preliminary Plat.

4.5 Pedestrian Trails. The Developer shall provide for and construct private pedestrian trails as generally identified on the Preliminary Plat.

4.5.1 Developer has constructed the pedestrian trail along the west side of the Northerly Access drive.

4.5.2 An enhanced crossing must be provided wherever pedestrian trails cross private streets at mid-block and not at an intersection. An enhanced crossing may consist of textured or colored concrete, landscaped curb swellings on both sides of the street, a landscaped median in the center of the street, or a combination of these features. Enhanced crossings may also be provided for crosswalks at intersections in compliance with the City's Design Review Guidelines.

4.5.3 All pedestrian trails within the Project must be privately owned and maintained but shall be open to the public and subject only to such restrictions or conditions applicable both to the public and residents of the Project as necessary to address issues of health and safety.

4.6 Detention Basins. Detention basins and drainage facilities throughout the Project shall be designed as site amenities. Wherever possible, detention basins shall be connected to and made part of the Project's open space system and improved with trails and gathering areas.

4.7 Regional Park Fee. The parties acknowledge that on the Effective Date of the Original Agreement, the Original Project would have affected the City's proposed Lake Mary Regional Park, as shown in the 2001 Flagstaff Area Regional Land Use and Transportation Plan, which was to have been constructed to the south and west of the Original Property. Pursuant to the Original Agreement, the City collected the sum of two hundred eighty-five dollars (\$285.00) per dwelling unit, to be used for the construction of and improvements to the Regional Park (the

“**Regional Park Fee**”), and payable for 102 dwelling units at the time of building permit issuance for the 52nd dwelling unit. The Regional Park Fee was designated as the Developer’s fair share contribution towards construction of the Regional Park. The parties agree that, as the Regional Park is not, as of the Effective Date of this Agreement, included in either the Regional Plan or the Parks and Recreation Organizational Master Plan, those Regional Park Fee currently held by the City for a Regional Park pursuant to the Original Agreement, together with any accrued interest, shall be reimbursed to the Developer within ninety (90) days upon written request for such reimbursement. No further Regional Park Fee shall be collected by the City in association with the Project.

5. STREET IMPROVEMENTS

5.1 Southerly Access.

5.1.1 Prior to or concurrently with platting and construction of Phase 1, see Section 4.3, above, the Developer shall plan and construct a new section of roadway in accordance with City standards from the south east corner of the Property through the private property to the east of the Property (the “Southerly Access”). The Southerly Access must be built to City standards for and dedicated to the City as a public street. The Southerly Access shall terminate in a cul-de-sac constructed to City standards.

5.1.2 In order to mitigate the impact of the Southerly Access on neighboring property owners, the Development shall, concurrent with the construction of the Southerly Access, create a bufferyard and install sight obscuring fencing and/or landscaping between the dedicated right-of-way and Lots 21 and 22. To the maximum extent feasible, the Developer agrees to retain existing vegetation and trees within this bufferyard.

5.2 Lone Tree Interchange.

5.2.1 Existing Lone Tree Interchange Funds. The Parties acknowledge that traffic generated by the Original Project would have affected the proposed interchange at Lone Tree Road and Interstate 40 (“Lone Tree Interchange”), as shown in the 2001 Flagstaff Area Regional Land Use and Transportation Plan. As the actual construction date for the Lone Tree Interchange is, as yet, unknown, the parties agree that all of the existing Lone Tree Interchange Funds collected pursuant to the Original Development Agreement shall be used solely for the funding of current or future transportation infrastructure improvements associated with the Project’s impact on the regional transportation system.

5.2.2 Future Transportation Funds Obligation. The Developer further agrees, for a period of ten years from the Effective Date of this Agreement, to pay the City one hundred forty one dollars and twenty six cents (\$141.26) for each lot owned by the Developer as of the Effective Date (as defined herein), with each payment being made on a lot-by-lot basis as a condition precedent to issuance of a building permit for such lot (collectively, “Future Transportation Funds”). The parties agree that these funds will be

used solely for the funding of current or future transportation infrastructure improvements associated with the Project's impact on the regional transportation system.

5.2.3 Obligations Fully Satisfied. The City acknowledges and agrees that the payment of the Existing Lone Tree Interchange Funds and the Future Transportation Funds satisfies, in full, any obligation relating to current or future transportation infrastructure improvements arising from the Project's impact on the regional transportation system.

5.3 Entry Features. The Developer may install stamped or colored concrete or brick pavers in the private streets and sidewalks to create a distinctive entry feature into the Project. The Developer may install a freestanding entry monument sign ("Entry Sign") for the Project at the intersection of the Southerly Access, described in Section 5.1, above, and the private road leading into the Project, such placement must be consistent with the Flagstaff Zoning Code. The Entry Sign shall be placed on property belonging to the Pinnacle Pines Homeowners Association and shall conform to all of the provisions of the Flagstaff Zoning Code, including those related to freestanding signs, location, size, material and illumination. Prior to construction, the Development shall receive a Sign Permit from the City to ensure compliance to the Zoning Code and the provisions of this Agreement.

5.4 Interior Streets. The City acknowledges the Developer's desire, evidenced in the Preliminary Plat, to construct private streets within the interior of the Project. All such private streets within the Project shall be constructed to engineering and technical design standards that are substantially similar to those that were applied to Unit 1 of the Original Development. Such streets shall be privately owned and maintained by the Project's homeowners' association, and shall be open to the public without restriction or condition. Gates, guardhouses, or other devices or structures that impede public access may not be used on any private or public street within the Project.

6. UTILITIES AND PUBLIC WORKS

6.1 Water Line to South. The Developer shall provide for and construct a minimum eight-inch public water main from the Project to the existing ten-inch public water main in John Wesley Powell Boulevard prior to or concurrent with construction of the public improvements necessary for the Project's first residential unit in Phase 1.

6.2 Trash Collection. The Developer acknowledges that the City's Public Works Department will not collect trash from the front of residential units located on dead-end streets. The Developer shall, therefore, provide for and construct alternate facilities for trash collection on dead-end streets, which may include a common trash dumpster and enclosure for residential units on dead-end streets in a location and configuration acceptable to the City, or a common pad and enclosure where residents can place individual trash containers in a location and configuration acceptable to the City.

7. CONSTRUCTION OF PUBLIC AND OTHER RELATED IMPROVEMENTS: DEDICATION OF PUBLIC RIGHTS-OF-WAY AND EASEMENTS

Prior to Final Plat approval for any component of the Project, the Developer shall provide surety in a form satisfactory to the City as set forth in Flagstaff Zoning Code Chapter 10-20.100, Assurances of Performance for Construction, that all public and other related improvements will be constructed in accordance with approved plans. The Developer shall at its expense construct or cause to be constructed all public improvements as required by the City's codes, ordinances and regulations and in accordance with approved specifications. Following construction of the described public improvements and dedication of the same to the City at no cost to the City, the City shall assume, at the City's expense, the maintenance and repairs of all public improvements in accordance with City policies.

8. VARIANCE FROM LOW IMPACT DEVELOPMENT REQUIREMENTS

The Original Project was designed and constructed in accordance with a single master drainage plan, with a storm water detention basin for Unit One, and a portion of Unit Two, located entirely in Unit One. This detention basin was sized and built to provide storm water collection and retention for both Unit One and a portion of Unit Two of the Original Project ("Original Basin"). As the Property, comprising all of the land intended for Unit 2 of the Original Project, is part of a pre-approved comprehensive drainage plan, the Parties acknowledge and agree that the City's Stormwater Management Section has granted a variance exempting that portion of the Project that drains into the Original Basin from the City's Low Impact Development (LID) requirements. However, the Developer agrees to provide LID to the maximum extent practicable within Unit Two.

9. NOTICES

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

Copy to:

City Attorney
211 W. Aspen Avenue
Flagstaff, AZ 86001

To Developer:

Brian Rhoton
Pinnacle DevCo, Ltd.
1750 Railroad Springs Blvd., Suite 10
Flagstaff, AZ 86001

Notice of address may be changed by either party by giving notice to the other party in writing of change of address. Such notice shall be deemed to have been effectively given three (3) days

after mailing by the party changing the address.

10. GENERAL PROVISIONS

10.1 Amendment. This Agreement may be amended at any time by written amendment executed by both parties, which amendment shall be recorded in the official records of Coconino County, Arizona within ten (10) days following the execution thereof by the City.

10.2 Assignment. Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Coconino County, Arizona, expressly assigning such rights and obligations. The City agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement may be assigned to a homeowner's association to be established by the Developer. t The Developer may assign less than all of its rights and obligations under this Agreement to those entities that acquire any portion of the Property. The Developer may assign all or part of its rights and duties under this Agreement to any financial institution from which the Developer has borrowed funds for use in constructing the infrastructure improvements or otherwise developing the Property; provided, however, that any such financial institution desiring to exercise any rights of the Developer under this Agreement in the event of foreclosure shall become a party to this Agreement and be bound by the terms and conditions hereof. Before assigning the Developer's rights and obligations pursuant to this Section, the Developer must obtain written consent from the City's Community Development Director, which shall not be unreasonably withheld.

10.3 Authorization. The parties to this Agreement represent and warrant that the persons executing this Agreement on their behalves have full authority to bind the respective parties.

10.4 Cancellation. This Agreement is subject to the cancellation provisions of Arizona Revised Statutes § 38-511.

10.5 Captions. The captions used herein are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

10.6 Consistent With Regional Plan. All development on the Property shall be consistent with the Regional Plan as required by Arizona Revised Statutes § 9-500.05B.

10.7 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party to it.

10.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

10.9 Effective Date of Agreement. This Agreement shall be effective upon the execution of the parties, recordation in accordance with Section 10.19, and upon expiration of thirty (30) days following the approval hereof by the City; provided, however, that in the event the approval is delayed in its effect by judicial challenge, or by referendum or injunction, the effective date of this Agreement shall be delayed until resolution or termination or such judicial challenge, referendum or injunction. In the event of judicial challenge, referendum or injunction resulting in delay in the effect of this Agreement which extends for a period of more than one hundred eighty (180) days following its approval by the City Council, this Agreement shall be terminable by the Developer upon written notice to the City in accordance with this Agreement at any time within an additional sixty (60) days. Upon termination, this Agreement shall be of no further force or effect, and neither party shall have any further obligation hereunder. Any delay relative to the effective date of this Agreement by judicial challenge, referendum or injunction filed by parties acting independently of and not under the control of the City shall not be deemed a default hereunder by the City.

10.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement.

10.11 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

10.12 Further Acts. Each of the parties hereto shall execute and deliver such documents and perform such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10.13 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona and shall be deemed made and entered into in Coconino County.

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

10.15 Modification. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

10.16 Names and Plans. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work product of every nature at any time developed, formulated or prepared by, or at the instance of, the Developer in connection with the Property. Subject to public records disclosure requirements, all attachments, exhibits, renderings,

views, and materials attached thereto, and all materials prepared by the Developer and presented to the City in conjunction with entitlement permits and approvals are the property of the Developer. This reservation does not extend to the documents necessary or in connection with any conveyance of portions of the Property to the City. In that instance, such rights shall be assigned to the City upon dedication and acceptance of the public infrastructure and improvements.

10.17 Negation of Partnership. The parties specifically acknowledge that the Project will be developed as private property, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties nor shall it cause them to be considered joint venturers or members of any joint enterprise.

10.18 No Third Party Beneficiaries. The City and Developer acknowledge and agree that the terms, provisions and conditions hereof are for the sole benefit of, and may be enforceable solely by, the City and Developer; and none of such terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

10.19 Recordation of Agreement. In accordance with Arizona Revised Statutes § 9-500.05D, this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona no later than ten (10) days from the date of its execution by the City.

10.20 Rights Run With the Land. Upon recordation of this Agreement in accordance with Section 10.19 of this Agreement, all rights and obligations shall constitute covenants that run with the land and are binding on all successors-in-interest of the parties.

10.21 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect, to the extent that the intent of the parties to develop a community in accordance with the Preliminary Plat is still viable.

10.22 Successors and Assigns. All of the covenants and conditions set forth herein shall inure to the benefit of and shall be binding upon the authorized successors in interest of each of the parties.

10.23 Term. The term of this Agreement shall commence on the effective date of this Agreement as defined in Section 10.9 and shall automatically terminate on the twentieth (20th) anniversary of the Effective Date of the Original Agreement, August 3, 2025, unless previously terminated pursuant to the terms of this Agreement. Notwithstanding the termination date set forth above, any obligation of the Developer, its successors and assigns, unfulfilled at the termination date shall survive termination of this Agreement.

10.24 Time of the Essence. For purposes of enforcing the provisions of this Agreement, time is of the essence.

10.25 Waiver. No waiver by either party of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunder duly affixed and attested by its City Clerk, and the Developer has signed the same on or as of the day and year first above written.

**City of Flagstaff,
an Arizona municipal corporation**

**Pinnacle DevCo, Ltd., an Arizona
business corporation**

, Mayor

By:

Title:

Attest:

City Clerk

Approved as to form:

City Attorney

STATE OF ARIZONA)
) ss.
County of Coconino)

ACKNOWLEDGMENT. On this _____ day of _____, 2014, before me, a Notary Public, personally appeared, Mayor of the City Flagstaff, 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 the City of Flagstaff, for the purposes therein contained.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Coconino)

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 Pinnacle DevCo, Ltd., an Arizona business corporation, for the purposes therein contained.

Notary Public

My Commission Expires:

LIST OF EXHIBITS

Exhibit A	Legal Description
Exhibit B	Preliminary Plan
Exhibit C	Concept Building Elevations

DRAFT

WHEN RECORDED RETURN TO:

Freeman Law PLLC
6909 East Main Street
Scottsdale, Arizona 85251
Attn: Laura Bray

ROAD CONSTRUCTION AND RECIPROCAL EASEMENT AGREEMENT

THIS ROAD CONSTRUCTION AND RECIPROCAL EASEMENT AGREEMENT ("Agreement") is entered into as of FEBRUARY 21, 2014 ("Effective Date"), by and among: (i) TLC PC LAND INVESTORS LLC, an Arizona limited liability company ("TLC"); (ii) PINNACLE PINES COMMUNITY ASSOCIATION, an Arizona non-profit corporation ("Association"); and (iii) PINNACLE DEVCO, LTD., an Arizona corporation ("Developer").

RECITALS

A. TLC owns the real property described on Exhibit A to this Agreement ("TLC Property"). The TLC Property consists of undeveloped land within the Estates at Pine Canyon - Unit One ("Pine Canyon").

B. The Association owns the real property described on Exhibit B to this Agreement ("Association Property"). The Association Property consists of undeveloped Common Area within Pinnacle Pines - Unit 1 ("Pinnacle Pines").

C. On the terms and subject to the conditions set forth in this Agreement, TLC and the Association desire to: (i) permit Developer to construct and install roads, edge improvements and utility infrastructure on portions of the TLC Property and the Association Property; and (ii) create reciprocal access easements over the resulting Roadways (as defined below).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Roadway Properties.

a. *TLC Roadway Property.* As used in this Agreement, the term "TLC Roadway Property" shall mean the 55 foot right-of-way and adjacent *cul-de-sac* which is located on the TLC Property and specifically described and depicted on Exhibit C.

b. *Association Roadway Property.* As used in this Agreement, the term "Association Roadway Property" shall mean the 35 foot right-of-way which is located on the Association Property and specifically described and depicted on Exhibit D.

c. *Roadways.* As used in this Agreement, the term "**Roadways**" shall mean, collectively, the Association Roadway Property and the TLC Roadway Property.

2. Roadway Improvements – Design & Engineering. Developer, at Developer's sole cost and expense, shall design and engineer all improvements (collectively, "**Roadway Improvements**") that will be installed on or under the Roadways in accordance with this Agreement. The Roadway Improvements will include roads, edge treatments (curb, gutter, sidewalks, etc.), and underground utilities. The Roadway Improvements on the TLC Roadway Property will be designed and engineered to: (i) meet all City of Flagstaff ("**City**") requirements for the TLC Dedication (defined below); and (ii) accommodate TLC's anticipated future development of the TLC Property, subject to the terms and conditions set forth herein, including changes set forth in TLC's Owner Response (defined below), if any.

3. Temporary Easements - Design & Engineering. The Association and TLC hereby grant Developer a temporary easement ("**Design Easement**") over the Association Property and the TLC Property for the limited purpose of designing and engineering the Roadway Improvements. The Design Easement will commence on the Effective Date and continue through the earlier to occur of (i) the issuance of the respective Acceptance Notices (defined below) by the Association and TLC; or (ii) Design Easement Termination Date (as defined below). Developer will not conduct any invasive testing, studies or engineering on, or cause any damage to, either the Association Property or the TLC Property without, in each instance, obtaining the prior written consent of the Association or TLC, as the case may be, which consent will not be unreasonably withheld conditioned or delayed. The Design Easement will be subject to the Temporary Easement Requirements (as defined below).

4. Design Approval Timelines & Conditions Precedent to Construction. The design and engineering of the Roadway Improvements will be subject to the following timeline and conditions precedent:

a. *Outside Design Date.* The Association, TLC and Developer will work together in good faith to complete the design and engineering of the Roadway Improvements by August 30, 2014 ("**Outside Design Date**"); provided, however that neither TLC nor the Association shall have any obligation to incur any costs with respect thereto. The Outside Design Date may be extended by the mutual written agreement of the parties.

b. *Owner Approval Period.* Notwithstanding anything to the contrary contained in this Agreement, TLC and the Association's respective Owner Approvals (defined below) by the Owner Approval Date (defined below), are conditions precedent to the construction of the Roadway Improvements. The Owner Approval and Owner Response (defined below) periods provided below are collectively referred to as the "**Owner Approval Period**".

i. *Owner Approvals.* When, in the opinion of Developer, the plans, specifications, construction drawings and other documents relating to the Roadway Improvements (collectively, "**Plans**") are substantially complete, Developer will deliver written notice to the Association and TLC, which shall include a copy of each of the Plans to be reviewed thereby ("**Plan Completion Notice**"). The Association and TLC will then have ten (10) business days after receipt of the Plan Completion Notice to review the Plans and submit written notice of their respective approval of the Plans (collectively, "**Owner Approval**"), which approval shall be granted or withheld in their sole and absolute discretion ("**Owner Approval Date**"). If either the Association or TLC does not submit its respective Owner Approval or Owner Response (defined below) by the Owner Approval Date, such party will be deemed to have granted its respective Owner Approval. The Owner Approval Date may be extended by the mutual written agreement of the parties.

ii. *Owner Response/Termination of Agreement and Design Easement.* If either the Association or TLC does not agree to provide their respective Owner Approval, the Association and/or TLC, as the case may be, shall deliver a written response ("**Owner Response**") to Developer by the Owner Approval Date, specifying the defects and/or changes to the Plans. If an Owner Response is delivered by either the Association or TLC, Developer shall either: (i) complete the specified work or modifications suggested by the Owner Response and issue a new Plan Completion Notice; or (ii) contest the Owner Response, in which case the parties will work in good faith to resolve their differences on an expedited basis and in all cases within ten (10) business days. If the parties cannot resolve their differences within the referenced ten (10) business day period then this Agreement and the Design Easement will terminate.

c. *City Approval.* At all times during the term of this Agreement, including but not limited to the Owner Approval Period, TLC and Developer will work together in good faith to obtain City approval of the Roadway Improvements ("**City Approval**") by the Outside Design Date.

d. *Pinnacle Development Approval.* Developer will work in good faith to obtain City approval of (1) the Final Plat for Pinnacle Pines Unit 2, and (2) the Association Roadway Property as a second point of egress for Pinnacle Pines Units 1 and 2 (collectively, "**Pinnacle Development Approval**") by the Outside Design Date.

e. *Approved Plans.* The Plans as approved pursuant to the Owner Approvals, Pinnacle Development Approval and the City Approval will be referred to collectively in this Agreement as the "**Approved Plans**".

f. *Termination of Agreement and Design Easement Termination.* The City Approval and Pinnacle Development Approval (collectively, "**Required Approvals**") are conditions precedent to the construction of the Roadway Improvements. If the Required Approvals do not occur by the Outside Design Date (as may be extended by the

written agreement of the parties), then this Agreement and the Design Easement shall terminate ("**Design Easement Termination Date**"). On the Design Easement Termination Date or if this Agreement or the Design Easement is terminated for any other reason pursuant to the terms of this Agreement, then Developer, at its sole cost, shall promptly record Notices of Termination of this Agreement, as applicable, and any easements created by this Agreement and, subject to the Easement Requirements intended to survive termination, no party shall have any further obligation under this Agreement. In the event Developer fails to record such Notices of Termination within five (5) days after written request by either TLC or the Association, TLC and/or the Association may record such Notices of Termination and Developer shall be obligated to promptly reimburse both of them for all costs incurred with respect to such recording including, without limitation, any recording charges and reasonable attorneys' fees.

5. Roadway Improvements – Construction. Following the Required Approvals, Developer, at Developer's sole cost and expense, shall work diligently to permit, construct and install the Roadway Improvements in a good, workmanlike and lien-free manner and in accordance with the Approved Plans and all applicable laws, regulations and ordinances. Any minor change(s) to the Approved Plans will be subject to the prior approval of the Association and TLC, which approval will not be unreasonably withheld, delayed or conditioned. Any material change(s) to the Approved Plans will be subject to the prior approval of the Association, TLC and, if applicable, the City, which approval may be withheld in the parties' respective sole discretion. All Roadway Improvements will include a two (2) year warranty in favor of Developer, TLC and the Association, and each of their successors and assigns, covering materials and workmanship. The Association and TLC will have the right to periodically inspect the Roadway Improvements during the course of construction. Prior to commencing construction, Developer will provide TLC with a construction completion bond covering the Roadway Improvements, in form and substance reasonably acceptable to TLC.

6. Temporary Easements - Construction. The Association and TLC hereby grant Developer a temporary easement ("**Construction Easement**") over those portions of the Association Property and the TLC Property which are reasonably necessary for access and construction of the Roadway Improvements for the limited purpose of constructing and installing the Roadway Improvements; provided, that both TLC and the Association shall have the right to reasonably limit access to or use of portions of the TLC Property and Association Property so that the construction work does not unreasonably interfere with their use, development or improvement thereof. The Construction Easement will commence on the date all Required Approvals are obtained and continue through the issuance of: (i) the respective Acceptance Notices by the Association and TLC; and (ii) the Final City Acceptance but in all events the Construction Easement shall terminate on July 1, 2015, without any further notice or approval. The Construction Easement will be subject to the Temporary Easement Requirements.

7. Temporary Easement Requirements. Developer shall: (i) maintain, or cause to be maintained, commercial general liability insurance, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, covering all activities associated with the design and/or construction of the Roadway Improvements; (ii) cause the Association and TLC to be named as additional insureds on such policy and provide a certificate of insurance confirming the same prior to entry onto the TLC Property or the Association Property and in all instances within ten (10) days following recordation of this Agreement; (iii) at all times during the effectiveness of this Agreement maintain a clean and neat worksite; and (iii) on the earlier of termination of this Agreement or the Construction Easement and after completion of the Roadway Improvements remove all waste materials, rubbish and debris from and about the Roadways, the TLC Property and the Association Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Roadways clean and ready for use as provided herein and leave the TLC Property and the Association Property in substantially the same condition as on the date of this Agreement. Developer shall not permit any hazardous substances to be stored, brought onto or released on or about either the Association Property or the TLC Property. The requirements set forth in the prior two sentences (collectively, "**Temporary Easement Requirements**") shall survive the termination of this Agreement. Developer shall indemnify, defend and hold the Association and TLC harmless for, from and against any and all causes of action, damages, claims, liabilities, liens, fines, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) which may be incurred by, or claimed or asserted against, the TLC, the Association, their members, lenders, officers, directors, employees, agents and representatives, on account of or arising out of the acts or omissions of Developer or Developer's agents, employees or contractors or any breach of Developer's obligations pursuant to this Agreement. The foregoing indemnity shall also survive and continue in full force and effect notwithstanding the termination of this Agreement or any easement provided hereunder.

8. Completion & Acceptance of Roadway Improvements.

(a) *Owner Acceptance.* Upon substantial completion of the Roadway Improvements in accordance with the Approved Plans and applicable City requirements, including the City's requirements to accept the TLC Dedication (as defined below), Developer will deliver written notice ("**Completion Notice**") to the Association and TLC. The Association and TLC will then have ten (10) business days to inspect and confirm Developer's work and confirm the City is prepared to accept the TLC Dedication (as defined below). If the Association and TLC agree the Roadway Improvements have been substantially completed in accordance with the Approved Plans, the Association and TLC shall deliver written notice ("**Acceptance Notice**") to Developer. If either the Association or TLC do not agree the Roadway Improvements have been substantially completed in accordance with the Approved Plans, the Association and/or TLC, as the case may be, shall deliver written notice ("**Rejection Notice**") to Developer specifying the defects. If a Rejection Notice is delivered by either the Association or TLC, Developer

shall either: (i) complete the specified work or modification suggested and issue a new Completion Notice; or (ii) contest the Rejection Notice, in which case the parties will work in good faith to resolve their differences on an expedited basis and in all cases within ten (10) business days. If the parties cannot resolve their differences within referenced ten (10) business day period the matter will be resolved in accordance with the Disputes provision of this Agreement.

(b) *City Acceptance.* Upon issuance of an Acceptance Notice by TLC and the Association, Developer shall, at its sole cost and expense, obtain all required approvals and post any required financial assurances and/or provide any and all warranties required for the City to accept the TLC Dedication ("**Final City Acceptance**") and shall take all action necessary to cause the City to complete acceptance of the TLC Dedication.

9. Post Acceptance Easements & Obligations.

a. *Repair & Maintenance – TLC Roadway Property.* Following the issuance of an Acceptance Notice by TLC with respect to the Roadway Improvements located on the TLC Roadway Property (collectively, "**TLC Roadway Improvements**"), and until such time as the TLC Dedication (defined below), subject to Developer's warranty obligations, all repair and maintenance of the TLC Roadway Improvements shall be the sole and exclusive obligation of the Association.

b. *Repair & Maintenance – Association Roadway Property.* Following the issuance of an Acceptance Notice by the Association with respect to the Roadway Improvements located on the Association Roadway Property (collectively, "**Association Roadway Improvements**"), and subject to Developer's warranty obligations, all repair and maintenance of the Association Roadway Improvements shall be the sole and exclusive obligation of the Association.

c. *Access & Maintenance Easements.* Upon the issuance of an Acceptance Notice by TLC (with respect to the TLC Roadway Improvements) and issuance of an Acceptance Notice by the Association (with respect to the Association Roadway Improvements), and until such time as the TLC Dedication (defined below), the Association shall be granted a non-exclusive easement ("**Association Permanent Easement**") over the TLC Roadway Property for: (i) pedestrian and vehicular ingress and egress (benefiting all homeowners, associations and clubs in the Pinnacle Subdivision, their successors and assigns, and their respective tenants, customers, guests, employees, agents and other invitees); and (ii) repair and maintenance pursuant to Paragraph 9(a), above. Nothing contained in this Agreement shall limit or otherwise affect TLC's rights to use the TLC Roadway Property for uses consistent with TLC's use or development of the TLC Property. The Association Permanent Easement shall run with the TLC Roadway Property and be binding on TLC's successors and assigns, subject only to termination as otherwise provided in this Agreement.

d. *TLC Dedication.* Subject to Developer's obligation to obtain the Final City Acceptance, TLC shall dedicate the TLC Roadway Property and the TLC Roadway Improvements to the City as a public right-of-way pursuant to recordation of the dedication deed to the City on or before the recordation of the Final Plat for Pinnacle Pines Unit 2 ("**TLC Dedication**"). Upon the TLC Dedication, the Association Permanent Easement and the Association's repair and maintenance obligations with respect to the TLC Roadway Improvements shall terminate.

e. *Relocation of TLC Permanent Easement.* Until such time as the TLC Dedication, TLC shall have the right, at its sole cost and expense, to adjust and/or relocate the Association Permanent Easement and the TLC Roadway Improvements to accommodate development of the TLC Property; provided, however, no adjustment or relocation may occur unless or until: (i) adjustment or relocation is approved by the City; and (ii) the Association's replacement and/or modified access remains substantially the same. If an adjustment or relocation occurs, TLC shall commence and complete the work in a manner that creates minimal disruption for the Association and its invitees.

f. *Association Easement.* Upon the issuance of an Acceptance Notice by the Association with respect to the Association Roadway Improvements, TLC shall be granted a non-exclusive easement ("**TLC Permanent Easement**") over the Association Roadway Property (connecting to East Sterling Lane and adjacent roadways owned by the Association as Common Areas and connecting to existing and/or future public roadways for pedestrian and vehicular ingress and egress) (benefiting all homeowners, associations and clubs in Pine Canyon, their successors and assigns, and their respective tenants, customers, guests, employees, agents and other invitees). The TLC Permanent Easement shall run with the Association Roadway Property and be binding on the Association's successors and assigns, subject only to termination as otherwise provided in this Agreement.

g. *Pinnacle Public Access Easement.* Upon the issuance of an Acceptance Notice by the Association (with respect to the Association Roadway Improvements) and issuance of an Acceptance Notice by TLC (with respect to the TLC Roadway Improvements), the general public shall be granted a non-exclusive easement ("**Pinnacle Public Access Easement**") over the Association Roadway Property (connecting to East Sterling Lane and adjacent roadways owned by the Association as Common Areas and connecting to existing and/or future public roadways for pedestrian and vehicular ingress and egress). The Public Access Easement shall run with the Association Roadway Property and be binding on the Association's successors and assigns, subject only to termination as otherwise provided in this Agreement.

h. *Relocation of Association Permanent Easement.* The Association shall have the right, at its sole cost and expense, to adjust and/or relocate the TLC

Permanent Easement and the Association Roadway Improvements to accommodate development of Pinnacle Pines; provided, however, no adjustment or relocation may occur unless or until: (i) adjustment or relocation is approved by the City; and (ii) TLC's access replacement and/or modified access remains substantially the same. If an adjustment or relocation occurs, the Association shall commence and complete the work in a manner that creates minimal disruption for TLC and its invitees.

10. Rights Appurtenant. None of the easements or rights established herein may be transferred, assigned, or encumbered, except as an appurtenance to the parcel benefited thereby. With respect to the easements and rights under this Agreement, the parcel which is benefited shall constitute the dominant estate and the parcel which is burdened shall constitute the servient estate.

11. Run With The Land. The grant of reciprocal easements and the other provisions hereof shall run with the land and be binding on each of the TLC Property and the Association Property, the parties hereto, and their respective successors and assigns.

12. No Dedication: Third Parties. With the exception of the TLC Dedication and the Pinnacle Public Access Easement, nothing contained herein shall be construed as creating any rights on the part of the general public and the provisions hereof are not intended and do not constitute a dedication for public use. Nothing contained herein is intended to, or shall be for the benefit of any person, firm, organization, corporation or any other entity not a party hereto, and no person, corporation, partnership, limited liability company, association or other entity other than the parties hereto shall have any right or cause of action hereunder.

13. Disputes.

a. Mediation. If a dispute arises under this Agreement, the parties shall submit the matter to mediation. A mediator shall facilitate negotiations between the parties, with a view towards resolving such dispute. The mediator will not have power to decide how to resolve the dispute, but will use recognized, accepted mediation techniques to assist the parties in making that decision. All mediation proceedings shall be held in Flagstaff, Coconino County, Arizona.

b. Binding Arbitration. If the dispute is not resolved by mediation, the matter shall be submitted to binding arbitration. Arizona Law shall apply to the arbitration proceeding and the parties agree to abide by the rules of the American Arbitration Association, but are not required to conduct the arbitration through the American Arbitration Association. Fees and costs for the mediation and arbitration, if necessary, shall be computed and allocated between the parties in accordance with the rules of Arizona Revised Statutes. All arbitration proceedings shall be held in Flagstaff, Coconino County, Arizona.

14. Integration: Modification. This Agreement constitutes the entire

agreement among the parties hereto pertaining to the subject matter hereof and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by the parties hereto and recorded with the County Recorder for Coconino County, Arizona.

15. No Joint Venture. Nothing in this Agreement shall be deemed or construed to create a relationship of principal and agent between the parties hereto or to evidence or to provide for any partnership, joint venture or other association between such parties.

16. Partial Invalidity. If any provision or provisions hereof or the application thereof to any party or to any person or circumstance shall be held to be invalid, void or illegal, the remaining provisions hereof and the application of such provisions other than those as to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect and not be affected thereby.

17. Descriptive Headings. The descriptive headings of the sections hereof are inserted for convenience only and shall not control or affect the meanings or construction of any provisions hereof.

18. Governing Law. This Agreement is entered into in the State of Arizona and shall be governed by and construed under the laws thereof.

19. Counterparts. This Agreement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument.

20. Notices. Any notices and demands required or permitted by this Agreement or by law shall be given in writing addressed to the parties as set forth below, and delivered by (a) hand delivery, or (b) reputable overnight carrier (such as Federal Express, DHL or UPS) for next Business Day receipt by the addressee, or (c) United States mail, registered or certified, postage prepaid, return receipt requested, or (d) fax, evidenced by the machine generated receipt from the sender's device, or (e) email. Notice shall be deemed given upon receipt if sent in accordance with subpart (a) above, or upon the next Business Day if sent in accordance with subpart (b) above, or two Business Days following the date sent if sent in accordance with subpart (c) above, or as of the machine-stamped date and time on the sent message if sent by in accordance with subpart (d) or (e) above so long as notice is also sent by at least one of the other methods provided above.

If to TLC:

Aidan Berry
True Life Communities, LLC
2555 E. Camelback Road, Suite 770
Phoenix, Arizona 85016

With a copy to: David E. Shein, Esq.
Chester & Shein, P.C.
8777 N. Gainey Center Drive, Suite 191
Scottsdale, Arizona 85258-2106

If to Developer: Pinnacle DevCo, Ltd.
1750 Railroad Springs Blvd., Suite 10
Flagstaff, Arizona 86001

With a copy to: Shelton Freeman, Esq.
Freeman Law PLLC
6909 E. Main Street
Scottsdale, Arizona 85251

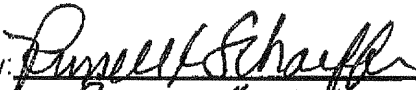
If to Association: Pinnacle Pines Association
408 N. Kendrick, Suite 2B
Flagstaff, Arizona 86001

[Signature page follows]

DATED as of the Effective Date, by:

TLC:

TLC PC LAND INVESTORS LLC, an Arizona
limited liability company

By: 
Name: RUSSELL K. SCHAEFFER
Title: AUTHORIZED SIGNATORY

ASSOCIATION:

PINNACLE PINES COMMUNITY
ASSOCIATION,
an Arizona non-profit corporation

By: _____
Name: _____
Title: _____

DEVELOPER:

PINNACLE DEVCO, LTD., an
Arizona corporation

By: _____
Name: _____
Title: _____

- Exhibit A - Legal Description - TLC Property
- Exhibit B - Legal Description - Association Property
- Exhibit C - Legal Description - TLC Roadway Property
- Exhibit D - Legal Description - Association Roadway Property

DATED as of the Effective Date, by:


TLC:

TLC PC LAND INVESTORS LLC, an Arizona
limited liability company

By: _____
Name: _____
Title: _____

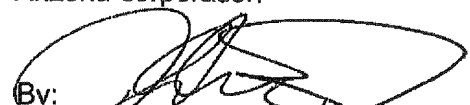
ASSOCIATION:

PINNACLE PINES COMMUNITY
ASSOCIATION,
an Arizona non-profit corporation

By:  _____
Name: Berni Kibben
Title: PRESIDENT

DEVELOPER:

PINNACLE DEVCO, LTD., an
Arizona corporation

By:  _____
Name: JEREMY ABBOTT
Title: OWNER

- Exhibit A - Legal Description - TLC Property
- Exhibit B - Legal Description - Association Property
- Exhibit C - Legal Description - TLC Roadway Property
- Exhibit D - Legal Description - Association Roadway Property

STATE OF California)
County of Contra Costa) ss.

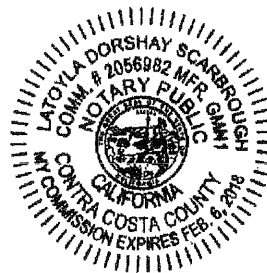
The foregoing instrument was acknowledged before me this 21st day of February, 2014, by Russell K. Schaeffer, the Authorized Signatory of TLC PC LAND INVESTORS LLC, an Arizona limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Latoyla Dorshay Scarbrough
Notary Public

My commission expires:

February 6, 2018



STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of PINNACLE PINES COMMUNITY ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of TLC PC LAND INVESTORS LLC, an Arizona limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

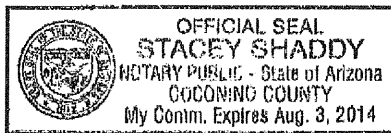
Notary Public

My commission expires:

STATE OF Arizona)
) ss.
County of Cocconino)

The foregoing instrument was acknowledged before me this 14th day of March, 2014, by Brian Khoton, the President of PINNACLE PINES COMMUNITY ASSOCIATION, an Arizona non-profit corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Stacey Shaddy
Notary Public

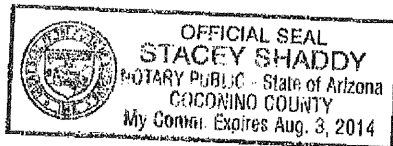
My commission expires:

8/3/2014

STATE OF Arizona)
County of Cocconino) ss.

The foregoing instrument was acknowledged before me this 4th day of March, 2014, by Jeremy Abbott, the owner of PINNACLE DEVCO, LTD., an Arizona corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Stacey Shaddy
Notary Public

My commission expires:

8/3/2014

Exhibit A
(Legal Description – TLC Property)

EXHIBIT A

The following is a description of a parcel of land, Tract 22 of The Estates at Pine Canyon Unit One, a subdivision of record, Case 8 Map 92, Coconino County Records, situate in the NW¼ of section 34, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Tract 22 of The Estates at Pine Canyon Unit One

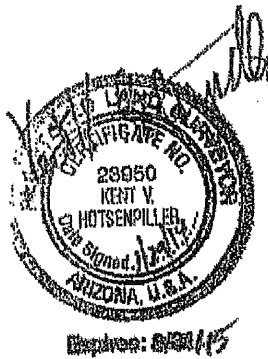


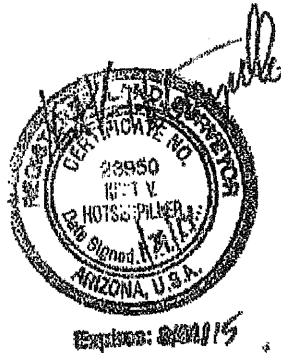
Exhibit B

(Legal Description – Association Property)

EXHIBIT B

The following is a description of a parcel of land, Tract 7 of Pinnacle Pines Unit 1, a subdivision of record, Case 9 Map 78, Coconino County Records, situate in the NE¼ of section 33, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Tract 7 of Pinnacle Pines Unit 1



Mogollon Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

Exhibit C

(Legal Description – TLC Roadway Property)

EXHIBIT C

The following is a description of a parcel of land, being a portion of Tract 22 of The Estates at Pine Canyon Unit One, a subdivision of record, Case 8 Map 92, Coconino County Records, situate in the NW¼ of section 34, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Beginning at the N1/16 corner of sections 33 and 34, a found BLM brass cap and which is the southeasterly corner of Pinnacle Pines Unit 1, a subdivision of record, Case 9 Page 78 (Ins. 3331864) Coconino County Records;

Thence North 00°12'00" East (Basis of Bearing) along the west line of said section 34 a distance of 52.81 feet;

Thence South 89°48'00" East a distance of 5.04 feet to the beginning of a non-tangent curve concave to the east, south, and west, having a radius of 54.00 feet and to which a radial line bears North 64°51'08" West;

Thence northeasterly easterly, southerly and southwesterly 218.39 feet along said curve through a central angle of 231°42'53" to a point a reverse curvature having a radius of 14.50 feet;

Thence southwesterly 20.88 feet along said curve through a central angle of 82°30'43" to a point of compound curvature having a radius of 72.50 feet;

Thence southeasterly 76.40 feet along said curve through a central angle of 60°22'54";

Thence South 66°01'52" East a distance of 66.39 feet to a point on the west Right-of-Way line of J.W. Powell Blvd.;

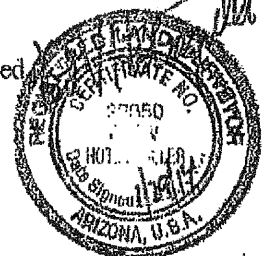
Thence South 23°58'09" West along said Right-of-Way a distance of 55.00 feet;

Thence North 66°01'52" West a distance of 67.69 feet to a point which is the beginning of a curve, concave to the northeast having a radius of 125.50 feet;

Thence northerly along said curve a length of 138.29 feet through a central angle of 63°08'04" to a point on the west line of said section 34;

Thence North 00°04'14" West along the west line of said section 34 a distance of 38.79 feet to the True Point of Beginning.

Said parcel of land contains 20,271 sq. ft. of land more or less as shown on attached Exhibit C-1 which by this reference is made a part hereof.



Mogollon Engineering and Surveying, Inc.

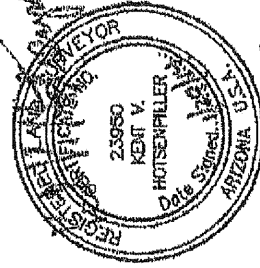
411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

Expire: 6/30/15

PROPOSED RIGHT-OF-WAY
A PORTION OF
TRACT 22

OF
THE ESTATES AT PINE
CANYON UNIT 1

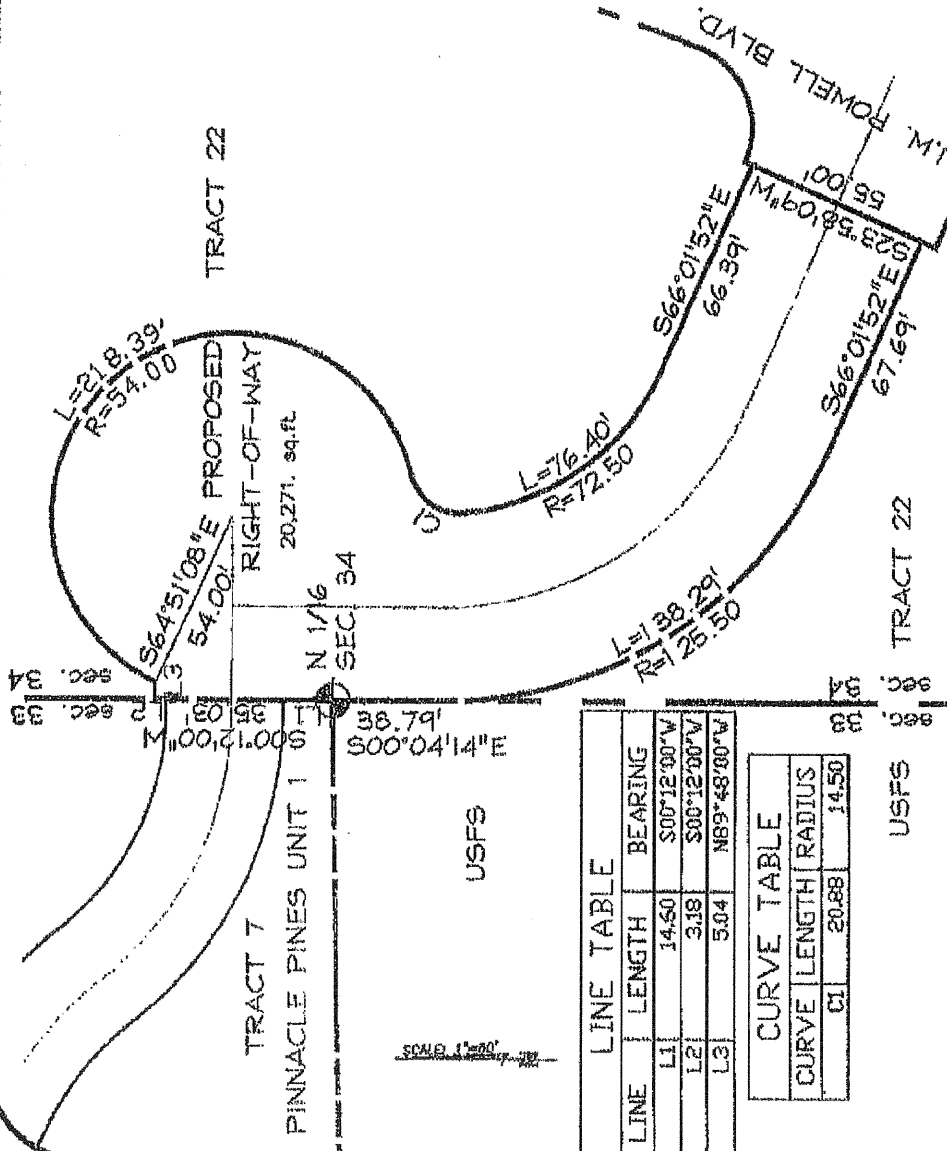
CASE 8 MAP 92, COCONINO
COUNTY RECORDS LOCATED IN
THE NW1/4 SECTION 34, T 21 N,
R 7 E, FLAGSTAFF, COCONINO
COUNTY, ARIZONA



Expires on 3/31/15

Survey was performed in June
of 2001. Information shown
hereon is true and correct to
the best of my knowledge.

EXHIBIT C-1
PINNACLE PINES ACCESS
RIGHT-OF-WAY DEDICATION



LINE TABLE		
LINE	LENGTH	BEARING
L1	14.60	S00°12'00"W
L2	3.18	S00°12'00"W
L3	5.04	N89°48'00"W

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	20.88	14.50

Mogolon
ENGINEERING & SURVEYING
411 N. Santa Fe Avenue, Flagstaff, Az 86001
P.O. Box 952, Flagstaff, Az 86002
Phone: 920-264-0014 • Fax: 920-478-0035

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE:
DESIGNED/DRAWN BY: KVH
PROJECT NO. 13031
DATE: 1/27/14

Exhibit D

(Legal Description – Association Roadway Property)

EXHIBIT D

The following is a description of a parcel of land, being a portion of Tract 7 of Pinnacle Pines Unit 1, a subdivision of record, Case 9 Map 78, Coconino County Records, situate in the NE¼ of section 33, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the N1/16 corner of sections 33 and 34, a found BLM brass cap and which is the southeasterly corner of Pinnacle Pines Unit 1, a subdivision of record, Case 9 Page 78 (Ins. 3331864) Coconino County Records; thence North 00°12'00" East (Basis of Bearing) along the east line of said section 33 a distance of 14.60 feet to the True Point of Beginning;

Thence continue North 00°12'00" East along the east line of said section 33 a distance of 35.03 feet to the beginning of a non-tangent curve concave to the north, having a radius of 80.50 feet and to which a radial line bears South 02°32'29" East;

Thence northwesterly 77.11 feet along said curve through a central angle of 54°53'00" to a point a reverse curvature having a radius of 119.50 feet;

Thence northwesterly 51.54 feet along said curve through a central angle of 24°42'36";

Thence North 62°22'05" West a distance of 48.13 feet to the beginning of a curve, concave to the east having a radius of 11.00 feet;

Thence northwesterly 13.54 feet along said curve through a central angle of 70°31'43" to the beginning of a non-tangent curve, concave to the west, having a radius of 80.50 feet and to which a radial line bears South 81°50'22" East;

Thence southwesterly 45.14 feet through a central angle of 32°07'49" to the beginning of a non-tangent curve concave to the south, having a radius of 15.00 feet and to which a radial line bears North 03°21'38" West;

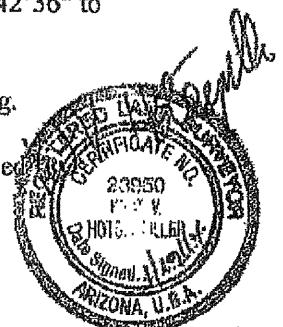
Thence easterly 8.11 feet along said curve through a central angle of 30°59'33";

Thence South 62°22'05" East a distance of 48.13 feet to the beginning of a curve concave to the southwest having a radius of 84.50 feet;

Thence southeasterly 36.44 feet along said curve through a central angle of 24°42'36" to a point of reverse curvature having a radius of 115.50 feet;

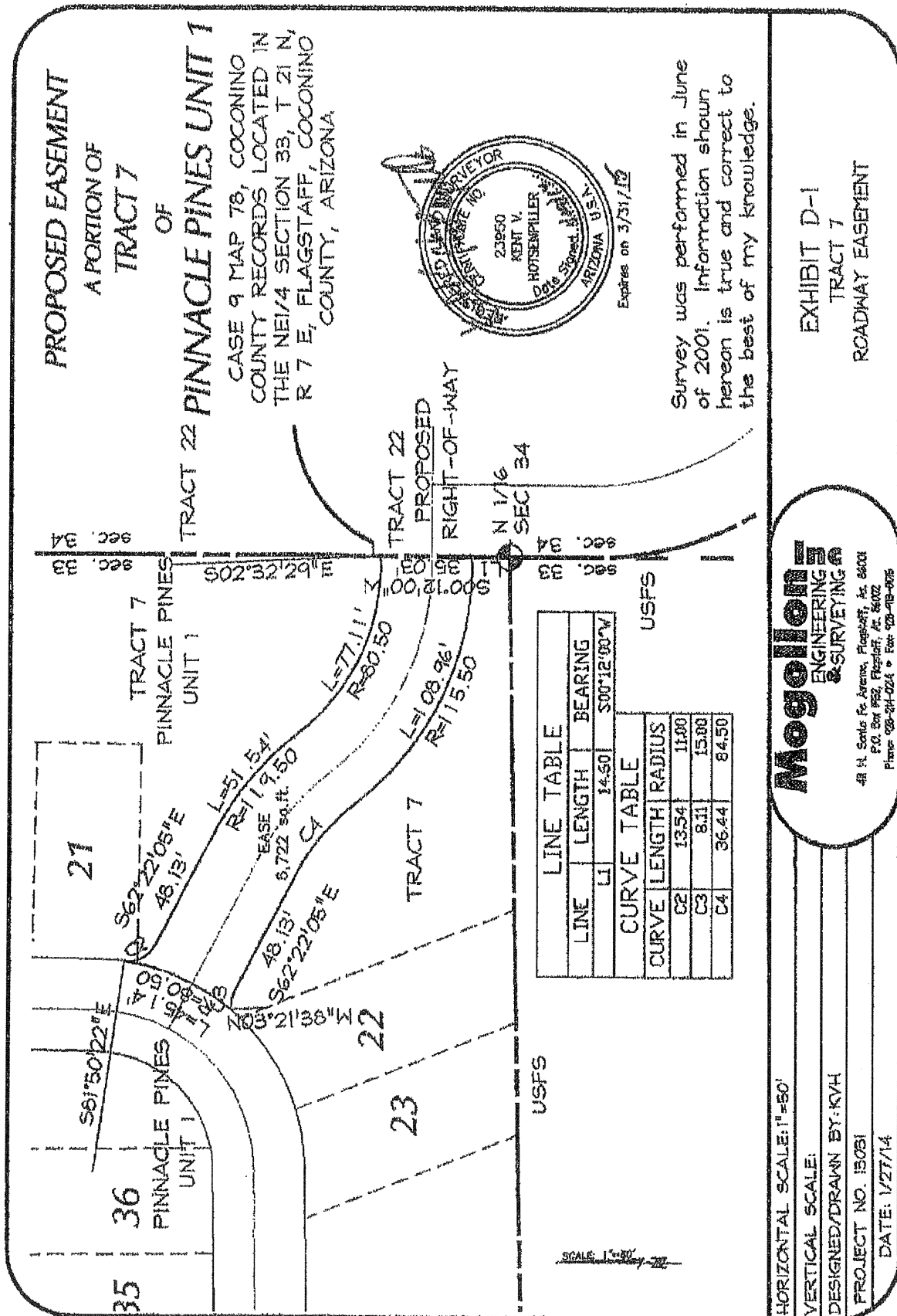
Thence southeasterly 108.96 feet along said curve to the True Point of Beginning.

Said parcel of land contains 6,722 sq. ft. of land more or less as shown on attached Exhibit D-1 which by this reference is made a part hereof.



Mogollon Engineering and Surveying, Inc.

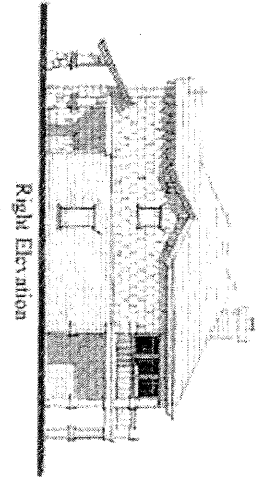
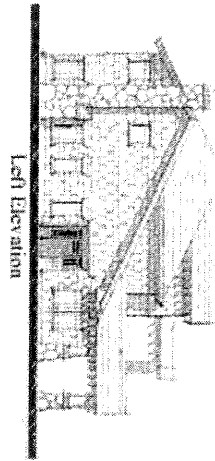
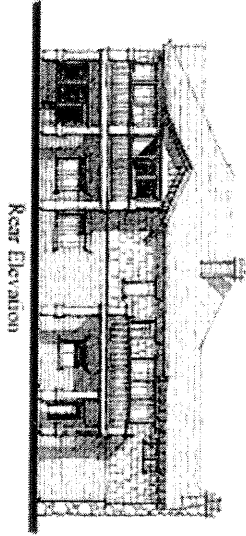
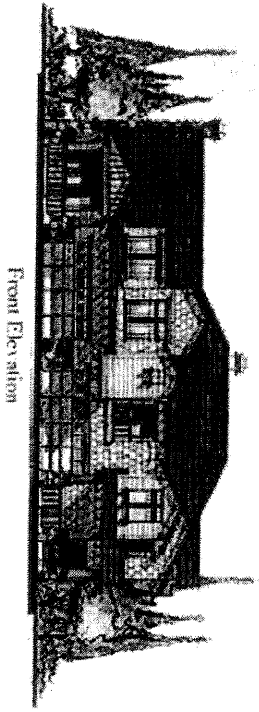
411 W. Santa Fe Ave. Flagstaff, AZ 86001 - P.O. Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214 Expires: 03/31/15



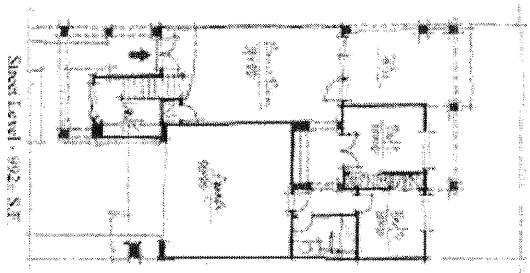
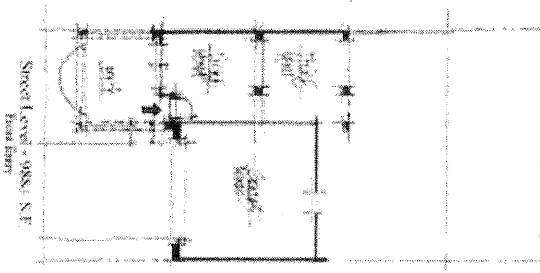
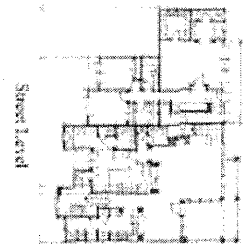
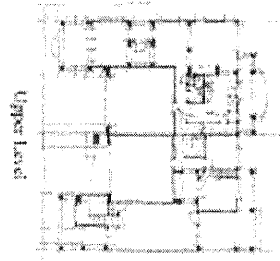
Pinnacle In The Pines by Empire Residential

Flagstaff, Arizona

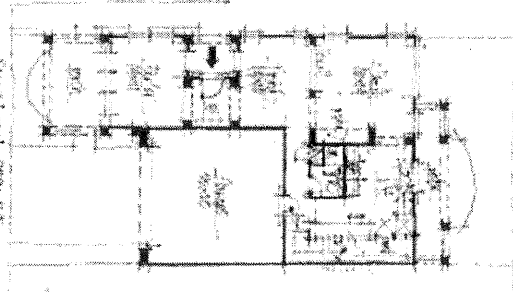
Schematic Design - Level Duplex



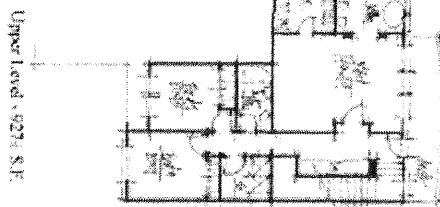
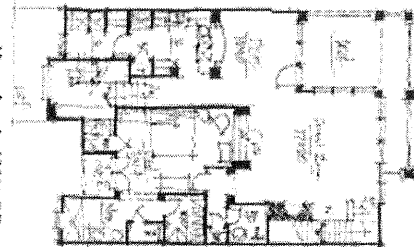
Grouped Floor Plan
Scale: 1" = 10'-0"



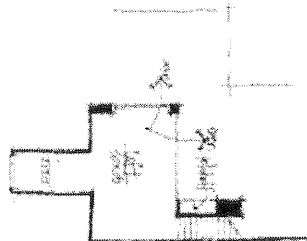
Plan 3 - Level Unit
1915 S.F.
Scale: 1" = 8'-0"



Plan 5 - Level Unit
Total S.F. = 8,238
Scale: 1" = 8'-0"



Opt. Loft - adds 250 S.F.



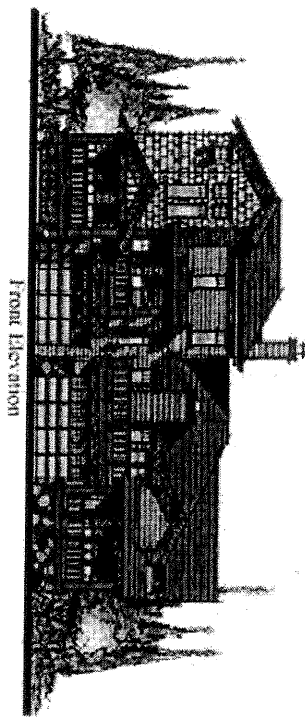
Flagstaff, Arizona

Pinnacle In The Pines by Empire Residential

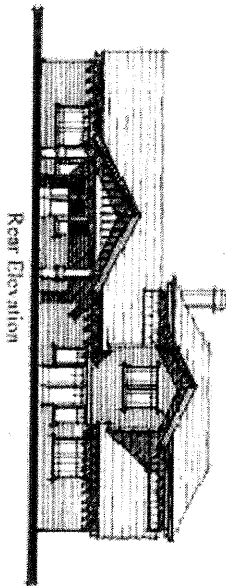
Schematic Design - Uphill Duplex

Scale 1" = 8'-0"

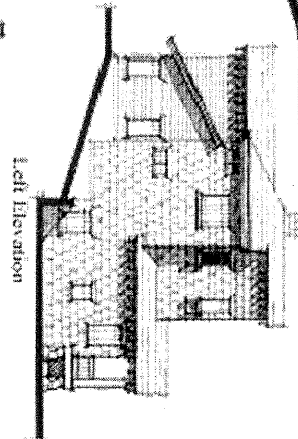
Perkins
Architects Inc. 2012
Flagstaff, Arizona
Date: September 11, 2014



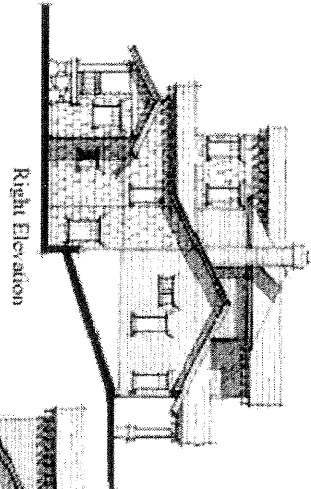
Front Elevation



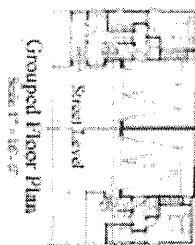
Rear Elevation



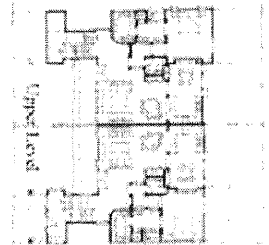
Left Elevation



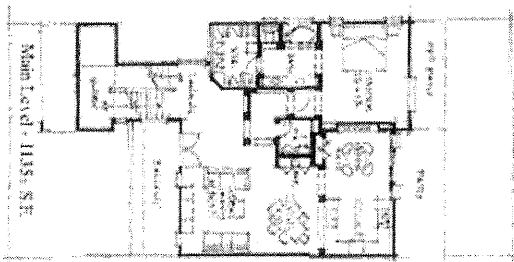
Right Elevation



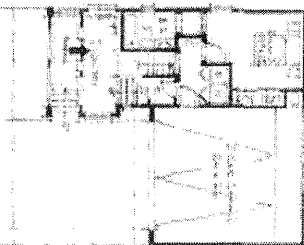
Grouped Floor Plan
Scale 1" = 16'-0"



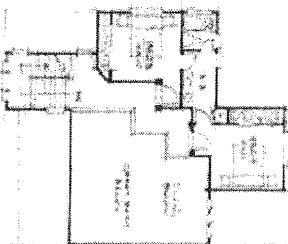
Upper Level



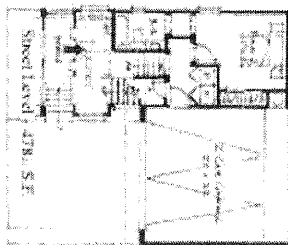
Main Level - 1103 S.F.



Lower Level - 901 S.F.
Plan 4 - Uphill Unit
2103 S.F.

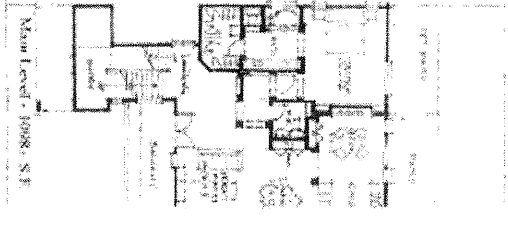


Upper Level - 1300 S.F.



Main Level - 478 S.F.

Plan 1 - Uphill Unit
Total S.F. = 1576



Upper Level - 1098 S.F.

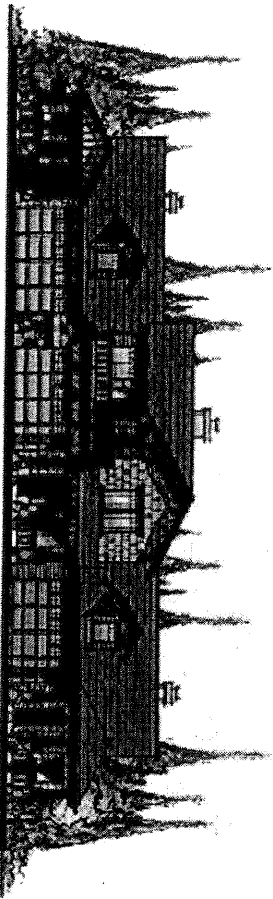


3335903
Page: 28 of 30
AM

52

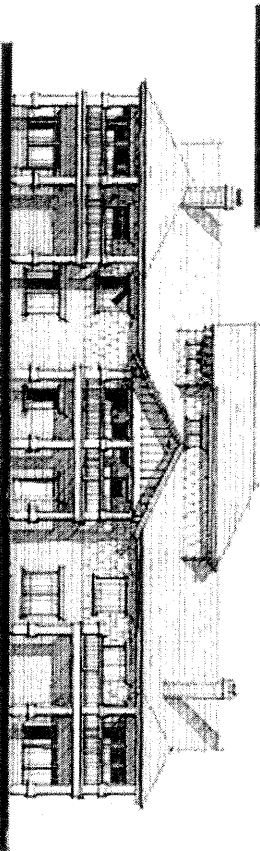
Pinnacle In The Pines by Empire Residential

Front Elevation

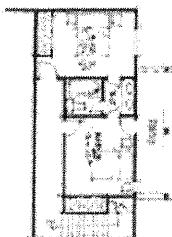


Lower Level - 430 S.F.

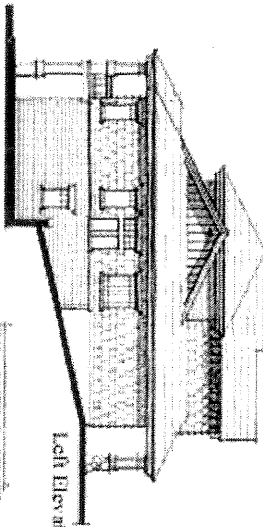
Rear Elevation



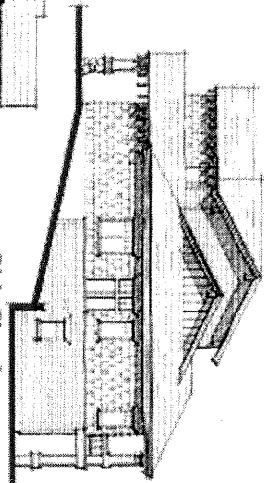
Lower Level
Grouped Floor Plan
Scale: 1" = 16'-0"



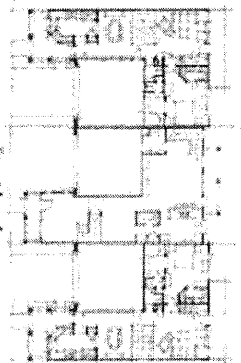
Left Elevation



Right Elevation

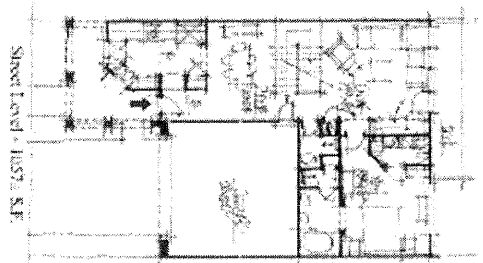


Street Level

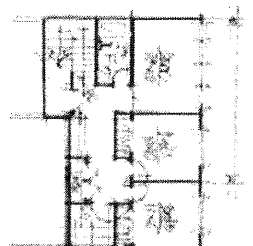


Street Level - 1057 S.F.

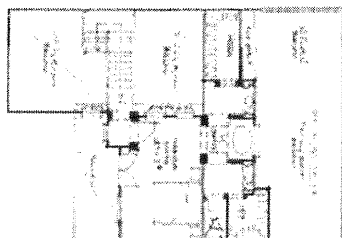
Plan 2 - Downhill Unit
1693 S.F.



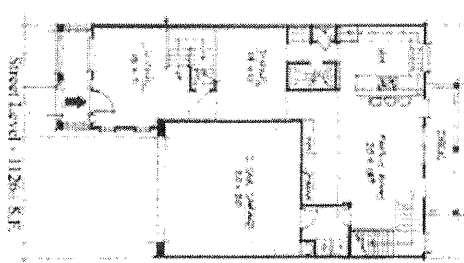
Lower Level - 640 S.F.



Upper Level - 487 S.F.



Plan 6 - Downhill Unit
Total S.F. = 1993



Scale: 1" = 8'-0"



From: Dan Townsend [mailto:r2dv3m@cox.net]
Sent: Saturday, August 23, 2014 2:18 PM
To: Mark Sawyers
Subject: Pinnacle Pines Entry Proposal for P & Z Commission

Mr. Sawyer,

I am a resident of Pinnacle Pines in Flagstaff. It has come to my attention that the builder, Capstone, is required by the City of Flagstaff to build a second entrance before they can start Phase II of the development. Capstone proposes to build a road from J W Powell to Sterling Lane. I am opposed to the second entrance at this location. I request that you pass this e-mail to the Planning and Zoning Commission so that they are informed of the views of the residents.

The proposed entrance will be built on a lot that was originally set aside for City of Flagstaff housing. Since the special housing was not built, the lot was marked as "open space" on the builder's sales materials. I find it hard to believe that the builder can now use this lot as a second entrance. If the entrance is allowed to be built, it will decrease the home values of the properties nearby. It will also bring in construction traffic as well as automobiles for 100 new homeowners once Phase II is complete.

I believe the second entrance should be built off of Zuni a couple blocks west of the current entrance. This is also the location where Phase II will be built and not be a problem for current homeowners. The Flagstaff Fire Department's guidelines say that this entrance may be too close to current entrance. There is also concern that Zuni may not have the capacity for the increased traffic. The Zuni capacity issue could be addressed by the City and Capstone.

The City of Flagstaff normally requires a second entrance when a development exceeds 50 homes. The City granted an exception to the builder because the homes would be built with a sprinkler system. The City also granted the builder an exception when it allowed the builder to build 8 homes in Phase II. Maybe it is time that the residents get some special consideration and have the second entrance built off of Zuni.

Thank you for your help with this issue,

Dan Townsend
1116 E Sterling Lane

Brian Kulina

From: Mark Sawyers
Sent: Tuesday, September 09, 2014 12:57 PM
To: Brian Kulina
Subject: FW: Pinnacle Pines Entrance

Follow Up Flag: Follow up
Flag Status: Completed

Brian could you let him know when this development will be scheduled for P&Z and City Council.

Thanks

Mark Sawyers

From: Mike Gagnon [<mailto:mtgags@gmail.com>]
Sent: Tuesday, September 09, 2014 9:55 AM
To: Mark Sawyers
Subject: Pinnacle Pines Entrance

Mr. Sawyers,

I am a resident of Pinnacle Pines in Flagstaff and would like to voice my concerns regarding the new entrance from JW Powell to Sterling Ln. My family and I respectfully request that the new entrance instead be located at Zuni. We have two little children that like to play and ride their bikes in front of our house. An entrance located at Sterling Lane would make this unfeasible and dangerous. The additional traffic from the 100 Phase II homes would also negatively impact the current residents as well as the decreased property values that would undoubtedly occur as a result of placing the second entrance at that location.

One of the reasons we initially chose our location within Pinnacle Pines is that it is located away from the current entrance. At no point when we were purchasing the property was it mentioned that there was potential for a new, busy entrance to be built on what was listed as "open space" on the builder's sales materials.

I know that many other current residents share our concerns about this new entrance. I request that you pass this e-mail on to the Planning and Zoning Commission so that they fully understand how adding the entrance to that location will negatively impact the current residents' way of life. We ask that they instead work to build the new entrance on Zuni just west of the current entrance and where Phase II will be located. Any Zuni road capacity concerns should be addressed by the City and Capstone in order to mitigate the impact on current Pinnacle Pines residents.

Thank you for your time and consideration regarding this issue. Please let us know what we can do to assist with this decision.

Best regards,

Mike Gagnon
1101 E. Sterling Ln
Flagstaff, AZ 86005
(602) 615-6592

Brian Kulina

From: Mark Sawyers
Sent: Tuesday, September 09, 2014 2:48 PM
To: Brian Kulina
Subject: FW: Pinnacle Pines new entrance from JW Powell to Sterling Ln

Hi Brian,

Could you respond by letting them know the P&Z and City Council dates. The Developer should conduct a neighborhood meeting to address these questions. Could you suggest to Brian and Jerry to conduct such a meeting.

Thanks

Mark

From: Deenu Kanjickal [mailto:deenu_g@yahoo.com]
Sent: Tuesday, September 09, 2014 10:24 AM
To: Mark Sawyers
Cc: Lovely Deenu Kanjickal
Subject: Pinnacle Pines new entrance from JW Powell to Sterling Ln

Dear Mr. Sawyers,

I currently live (year-round) at 1093 E Sterling Ln, Pinnacle Pines, Flagstaff (close to the intersection of Lone tree and Zuni) and would like to voice my concerns regarding the planned new entrance from JW Powell to Sterling Ln.

This proposed entrance would

- 1) negatively impact the ability of our child to play and ride his bike in front our house
- 2) decrease property value
- 3) violate the initial intent and reason for purchasing my current home as it was never mentioned to us and was intended to keep it as an open green zone

Could we kindly request that the new entrance be built on Zuni just west of the current entrance and where Phase II will be located?

Thank you for your consideration in this matter. Please let us know how we can help.

Regards,
Deenu

Brian Kulina

From: Mark Sawyers
Sent: Tuesday, September 09, 2014 2:49 PM
To: Brian Kulina
Subject: FW: New Entrance for Pinnacle Pines

One more!

From: Sara Rimmelzwaan [<mailto:sara.rimmelzwaan@live.com>]
Sent: Tuesday, September 09, 2014 10:46 AM
To: Mark Sawyers
Cc: dan Townsend; Daniel Rimmelzwaan
Subject: New Entrance for Pinnacle Pines

Mr. Sawyers,

My husband and I are residents of Pinnacle Pines in Flagstaff and would like to voice our concerns regarding the new entrance from JW Powell to Sterling Ln. My husband works from our home, one of the reasons we chose this property was because it was furthest from the entrance which would ensure the least amount of traffic noise and also we would not be on the route for all the heavy (very loud) construction vehicles. The additional traffic from the 100 Phase II homes will also negatively impact the current residents as well as the decreased property values that would undoubtedly occur as a result of placing the second entrance at that location.

At no point when we were purchasing the property was it mentioned that there was potential for a new, busy entrance to be built on what was listed as "open space" on the builder's sales materials.

I know that many other current residents share our concerns about this new entrance. I request that you pass this e-mail on to the Planning and Zoning Commission so that they fully understand how adding the entrance to that location will negatively impact the current residents' way of life. We ask that they instead work to build the new entrance on Zuni just west of the current entrance and where Phase II will be located. Any Zuni road capacity concerns should be addressed by the City and Capstone in order to mitigate the impact on current Pinnacle Pines residents.

Thank you for your time and consideration regarding this issue. Please let us know what we can do to assist with this decision.

Sincerely,

Sara & Daniel Rimmelzwaan

Brian Kulina

From: Mark Sawyers
Sent: Tuesday, September 09, 2014 2:49 PM
To: Brian Kulina
Subject: FW: Pinnacle Pines Second Entrance

One more.

-----Original Message-----

From: SES [<mailto:tarntula@cox.net>]
Sent: Tuesday, September 09, 2014 10:50 AM
To: Mark Sawyers
Subject: Pinnacle Pines Second Entrance

Mr. Sawyers,

I would like to voice my concern about the proposed new entrance to Pinnacle Pines (by the flagpole on Sterling). My townhouse is adjacent to that green space (1084 Sterling Lane). When I bought my house in 2009, I worked very carefully with the realtor to identify what might happen to the area around that townhouse before I bought it. I saw the minutes from a city council meeting from a couple of years earlier which indicated they were changing that empty space adjacent to the property from affordable housing to a green space. There was no indication that that area would become a road. When you look at the plat or the physical location, the property line is not on JW Powell and there were "cut outs" further down on Sterling that indicated the site of a possible 2nd entrance for the 2nd phase of development. Obviously, this new proposed entrance would negatively impact the quality of living at my townhouse, compared to the last 5 years. I would not appreciate the noise, the lack of safety of a car not quite turning correctly and damaging my house (hopefully only the house and not the occupants), the headlights at night coming through my windows, the change in the amount of privacy. It is one thing to know what is around you before you buy and another to have something drastically changed that you did not know about. That section of Sterling Lane was fully built when I bought my townhouse.

I am also surprised that there would be consideration for the 2nd entrance to be at the "front" of the overall development, as is also the case for the first entrance. I would think there would be a public safety concern with how far the entrances are for the rest of the development?

Thank you for your consideration and please do not hesitate to contact me with any questions.
Sue-Ellen Smith
602-616-2146

Sent from my iPad

Brian Kulina

From: Mark Sawyers
Sent: Tuesday, September 09, 2014 2:50 PM
To: Brian Kulina
Subject: FW: Second entrance in Pinnacle Pines

One more.

From: Daniel Rimmelzwaan [mailto:daniel@risplus.com]
Sent: Tuesday, September 09, 2014 12:01 PM
To: Mark Sawyers
Subject: Second entrance in Pinnacle Pines

Mr. Sawyers,

My family and I are full-time residents in the Pinnacle Pines neighborhood in Flagstaff, and I'm writing to you to voice our concerns regarding the location of a second entrance into Pinnacle Pines. Much to our dismay, at a home owners association meeting this summer, we were told that the developer is planning to construct the second entrance as an extension from the south side of E Sterling Ln down to E JW Powell Blvd. This is contrary to what we were told before, and any marketing material we could find when we were in the process of buying our house, that the second entrance would be off of Zuni Drive, which makes sense because that is where the Phase 2 houses will be built.

Having the entrance by Powell makes no sense at all, for the following reasons:

- There is barely room for a road between the two existing houses. There was no plan for a road when these houses were built, so there is not enough room for a road between the existing properties. Road construction could easily damage the properties directly adjacent to the road. Who will pay for repairs?
- We don't really understand how the grade between Sterling and Powell is even convenient for a road, with a big dip right into the forest. The vegetation there is quite dense, and many trees will have to be cut down. Besides the ecological concerns, this will also affect the nature of our backyard. At the moment this is one of the most tranquil lots, and with the planned road at Powell it will be one of the noisiest. Who will be accountable for the loss in property value?
- This entrance would be very inconvenient for phase 2 residents because they will have to drive through the entire neighborhood to get to their house. It's absurd to plan the entrance to new construction on the other side of the neighborhood. Why would a new entrance road for phase 2 NOT be planned where the houses will actually be built?
- Residential traffic from roughly 100 additional units will make Sterling a very busy street. We are very concerned that this entrance will become the main entrance for the entire neighborhood. We purchased our house at our lot because it is currently one of the most private lots in the neighborhood, and it will turn into one of the busiest ones with the entrance at Powell. Not to mention that it will greatly reduce the value of our property, it will completely change the nature of our home. I'm actually shocked that it is even legal to charge a premium for a "privacy lot" and then build a road that removes the very privacy that they charge a premium for. I know that the current developer did not actually sell us this lot, but we DID pay a lot more for the house because of the privacy of the lot, and they DO charge enormous lot premiums for the private lots. Where can we go to be compensated for the loss of our property value?
- Another big concern is construction traffic. Given the fact that phase 1 took 7-8 years to complete, it may take the same amount of time to complete phase 2. Construction traffic starts very early in the morning, and is bound to wake us up every single day because our bedroom window is about 10 feet from the street. The noise will completely ruin our wellbeing. The street is not built for the weight of construction traffic, which will tear up the street. Who is going to pay for repairing the road damage? It makes much more sense to have an entrance close by where the construction actually happens, rather than route traffic through the whole neighborhood.

- We were told that a second entrance off of Zuni Drive is not ideal because it allegedly does not have the capacity for all of the traffic into Pinnacle Pines.
 - It is ridiculous to discount Zuni in favor of Powell from a capacity point of view. The Powell entrance would feed into Sterling, which is a very narrow street. With cars parked on one side, there is hardly room for regular cars to pass, let alone construction traffic. Our moving truck could not even make the corner when we moved in, we had to get one of the neighbors to move their car just to get the truck to fit into the street. Sterling is not big enough to support all that construction traffic.
 - The argument that two entrances off of Zuni would be dangerous in case of a full scale emergency is also without merit, because in that entirely fictional case, all that traffic will have to go through Sterling, which is not wide enough to handle that volume. From a safety point of view, it makes much more sense to have an entrance close to where the houses will be, not route traffic through the whole neighborhood. If one car breaks down on Sterling, traffic will be backed up all the way to the other side of the neighborhood, and it is not easy to drive around the block from there.
 - Even if there would be a capacity problem on Zuni, then Zuni needs to be modified. Perhaps that is something that the developer needs to address with the city.
- Children play, ride their bikes and walk their dogs on Sterling, which is possible today because it is a very quiet street today. The entrance off of Powell will turn Sterling into a dangerously busy road, which will make it impossible for those kids to be on the street.

My feeling is that the developer wants the entrance to be on Powell, because it is right across the street from Pine Canyon, and it will provide added prestige to Pinnacle Pines from a sales point of view. Simply put, having the entrance across the street from Pine Canyon will help the developer sell houses, and any concerns from the residents are dismissed as secondary consideration. I want to make sure that I also mention the fact that the developer has done a tremendous job in making this neighborhood a great place to live, and I don't want to give the impression that everything they do is bad, quite the contrary. In this instance, however, the reasoning behind the location of the entrance is purely sales related. The above mentioned objections are a 'convenient obstacle' for building the entrance on Zuni, I think the developer is actually quite happy that they 'have to' build the entrance off of Powell. The entrance at Powell, though, will put an undue burden on the existing residents, it is not right to make the existing residents pay for the cost of this new construction.

It makes much more sense from every point of view to build the second entrance on Zuni. It is where the actual construction will be, and it is a natural location for an entrance into that part of the neighborhood. Having the two entrances off of Zuni will evenly distribute traffic into and out of the neighborhood, where residents will enter the neighborhood where they live instead of having to traverse through. Having the entrance off of Powell will cause all or most of the traffic to go through this one entrance. All around it just makes no sense to build the second entrance there.

If you'd like I can take pictures of the proposed site so you can see just how narrow it is there, and take pictures of Zuni Drive and E Sterling Ln, to help illustrate that capacity will be a much bigger problem on E Sterling than on Zuni. I am respectfully asking you to take my concerns into consideration, and forward this email to the Planning and Zoning Commission. Hopefully they will agree and plan for the second entrance to be constructed by Zuni Drive. There are many more residents who feel the same way, and I hope that my neighbors will also voice their concerns.

Thank you for your time. Have a nice day,

Daniel Rimmelzwaan
1124 E Sterling Ln
Flagstaff, AZ 86005
Mobile: +1 517-375-4074

Brian Kulina

From: Dan Townsend [r2dv3m@cox.net]
Sent: Thursday, September 18, 2014 1:02 PM
To: Mark Sawyers; Brian Kulina
Subject: Pinnacle Pines Entry

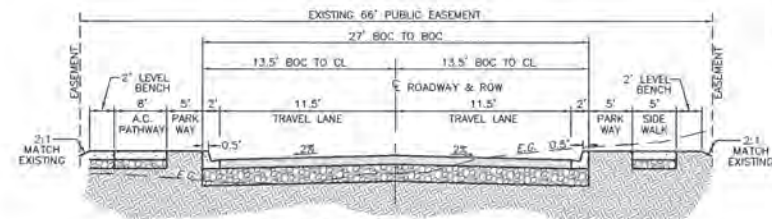
I am disappointed in Capstone. Last week Brian was out of town and couldn't meet. They set a meeting time for last night, and I wasn't available, and I asked for a number to call into for a conference call. The phone number was not provided. I believe the issue is that Flagstaff will not approve a second entrance on Zuni (not for legal reasons). So the residents have to pay for Capstones development of Phase II. This reflects the pro business attitude of the current administration. Since I'm a resident of Scottsdale I can't vote for a change in office holders, but I can definitely provide them funds to oppose the current administration. On a positive note, all the city employees that I have talked with have been very nice. Thank you for your assistance in this matter.

Dan Townsend
1116 E Sterling Lane

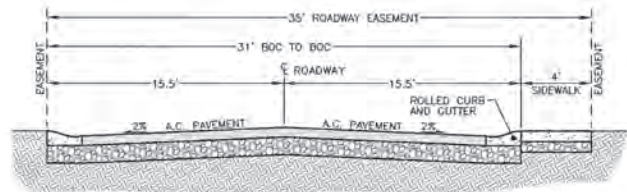
PINNACLE PINES - UNIT 2

PRELIMINARY PLAT

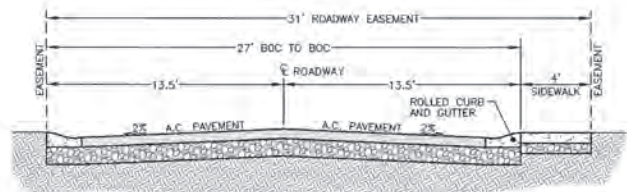
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A 106 LOT TOWNHOUSE SUBDIVISION ON 18.587± ACRES
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TOWNSHIP 21 NORTH, RANGE 7 EAST, G. AND S.R.M.
FLAGSTAFF, ARIZONA



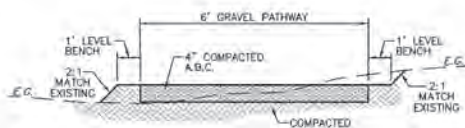
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(EXISTING IMPROVEMENT) N.T.S.



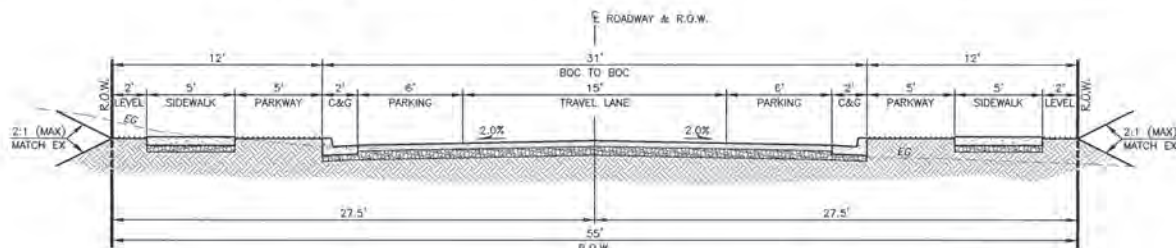
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(PRIVATE ON-SITE INTERNAL ROADWAY SYSTEM - TRACT 3) N.T.S.



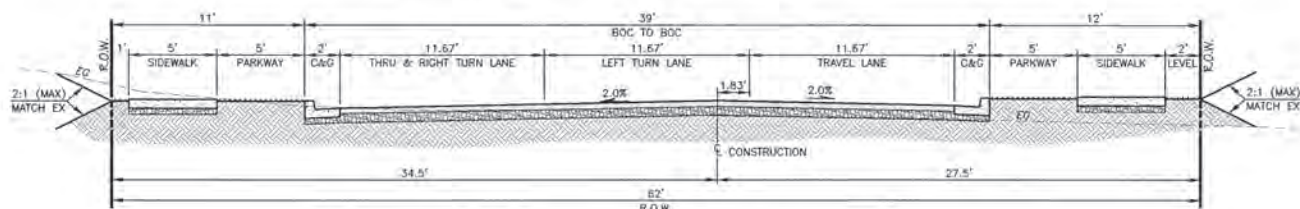
TYPICAL PRIVATE ROADWAY SECTION (TYPE 4C)
(PRIVATE ON-SITE INTERNAL ROADWAY SYSTEM - TRACT 3) N.T.S.



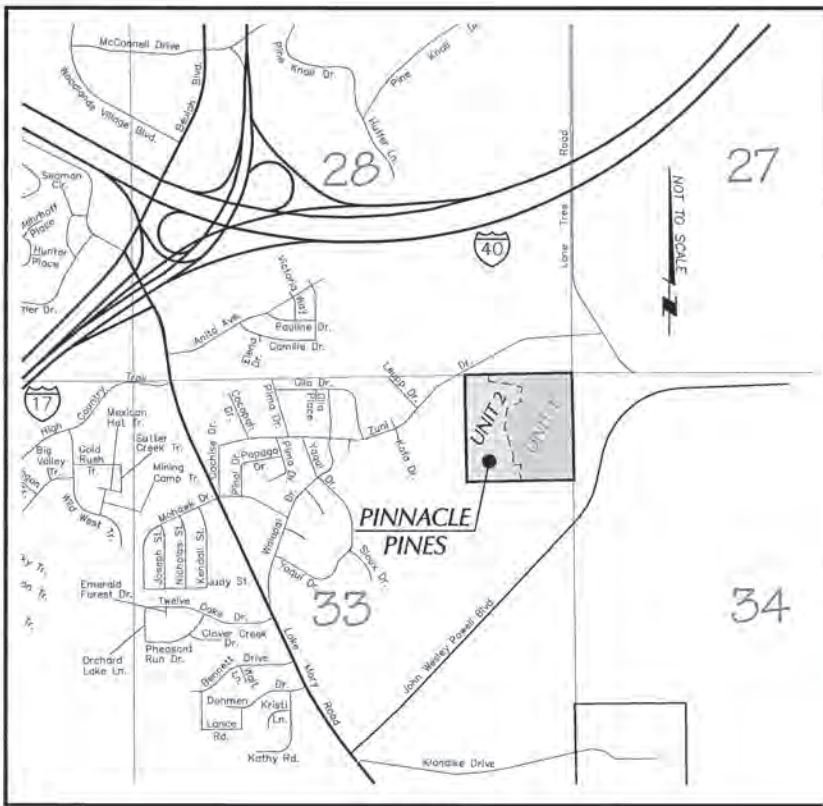
GRAVEL PATHWAYS SECTION
ON-SITE (PRIVATE) N.T.S.



TYPICAL ROADWAY CROSS SECTION
(PUBLIC IMPROVEMENT - CONNECTION TO J.W.F. BLVD.)
RESIDENTIAL LOCAL N.T.S.



TYPICAL ROADWAY CROSS SECTION
(PUBLIC IMPROVEMENT - CONNECTION TO J.W.F. BLVD.)
RESIDENTIAL LOCAL - MODIFIED FOR TURNING LANES N.T.S.



VICINITY MAP
N.T.S.

IMPERVIOUS SURFACES

ROADWAY & SIDEWALK:	96,451
BUILDINGS & DRIVEWAYS:	212,869
TOTAL IMPERVIOUS AREA:	309,320

LID / RAINWATER HARVESTING

USE OF NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH C.O.F.
LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER
HARVESTING.

INDEX TO SHEETS

- COVER SHEET
- PROJECT AREA MAP
- CONCEPT PLAT
- 4A-4C APPROXIMATE LOT & TRACT DIMENSIONS
- WATER & SEWER MAP
- 6A SLOPE & FOREST RESOURCE CALCULATIONS
- 6B SLOPE & FOREST RESOURCE INFORMATION
- PRELIMINARY GRADING & DRAINAGE

UTILITY COMPANY ACKNOWLEDGMENT

UNISOURCE ENEREGY SERVICES	DATE
CAROL WILSON (BY LETTER)	7/21/14
CENTURYLINK	DATE
ARIZONA PUBLIC SERVICE	DATE
STANFORD YAZZIE (BY LETTER)	7/10/14
SUDDENLINK	DATE

PROJECT INFORMATION

SUBDIVISION NAME:	PINNACLE PINES - UNIT 2
TOTAL NUMBER OF LOTS:	106
TOTAL ACREAGE:	18.587±
ASSESSORS PARCEL NUMBER:	105-20-117
ZONING DISTRICT:	MR
FLAGSTAFF REGIONAL PLAN 2030:	SUBURBAN
APPROXIMATE CUT:	2100 C.Y.
APPROXIMATE FILL:	1200 C.Y.
PROPOSED USE:	TOWNHOMES
OWNER/DEVELOPER:	PINNACLE 146 LLC 1750 RAILROAD SPRINGS SUITE 100 FLAGSTAFF, AZ 86001 BRIAN RHOTON 928-699-1169
PROJECT ADDRESS:	800 E. STERLING LN. FLAGSTAFF, AZ 86001 (PER COCONINO GIS)

LEGEND & ABBREVIATIONS

CENTERLINE (CL or E)	PCC	POINT OF COMPOUND CURVATURE
RIGHT OF WAY (R.O.W.)	POL	POINT ON LINE
PROPERTY LINE (PL or E)	AP	ANGLE POINT
EXISTING WATER LINE	RP	RADIUS POINT
NEW WATER LINE	R	RADIUS
NEW SEWER LINE	IS	INTERSECTION
NEW WATER SERVICE (WS)	C&G	CURB AND GUTTER
NEW SEWER SERVICE (SS)	BOC	BACK OF CURB
EXISTING SEWER MANHOLE	EDP	EDGE OF PAVEMENT
NEW SEWER MANHOLE (MH)	S/W	SIDEWALK
EXISTING EDGE OF PAVEMENT / CURB	PKY	PARKWAY
NEW EDGE OF PAVEMENT / CURB	D/W	DRIVEWAY
PUBLIC UTILITY EASEMENT (PUE)	E	FLOWLINE
GRADING LIMITS (GL)	EG	EXISTING GRADE
EXISTING OVERHEAD UTILITY LINE (EX OHV)	FG	FINISH GRADE
EXISTING FIRE HYDRANT (EX FH)	EOL	END OF LINE BLOWOFF
NEW FIRE HYDRANT (FH)	TS&V	TAPPING SLEEVE AND VALVE
EXISTING WATER VALVE (EX WV)	SDMH	STORM DRAIN MANHOLE
NEW WATER VALVE (WV)	(TYP)	TYPICAL
EXISTING WATER METER (EX WM)	EX	EXISTING
NEW WATER METER (WM)	SH	SHEET
EXISTING STREET LIGHT (EX SL)	STA	STATION
NEW STREET LIGHT (SL)	FF	FINISH FLOOR ELEVATION
NOT TO SCALE	EA	EACH
POINT OF CURVATURE	LP	LINEAL FEET
POINT OF TANGENCY	SF	SQUARE FOOT
POINT ON CURVE	SY	SQUARE YARDS
MID POINT ON CURVE	HC	HANDICAP
POINT OF REVERSE CURVATURE	A.B.C.	AGGREGATE BASE COURSE

ADEQUATE WATER SUPPLY

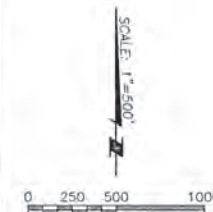
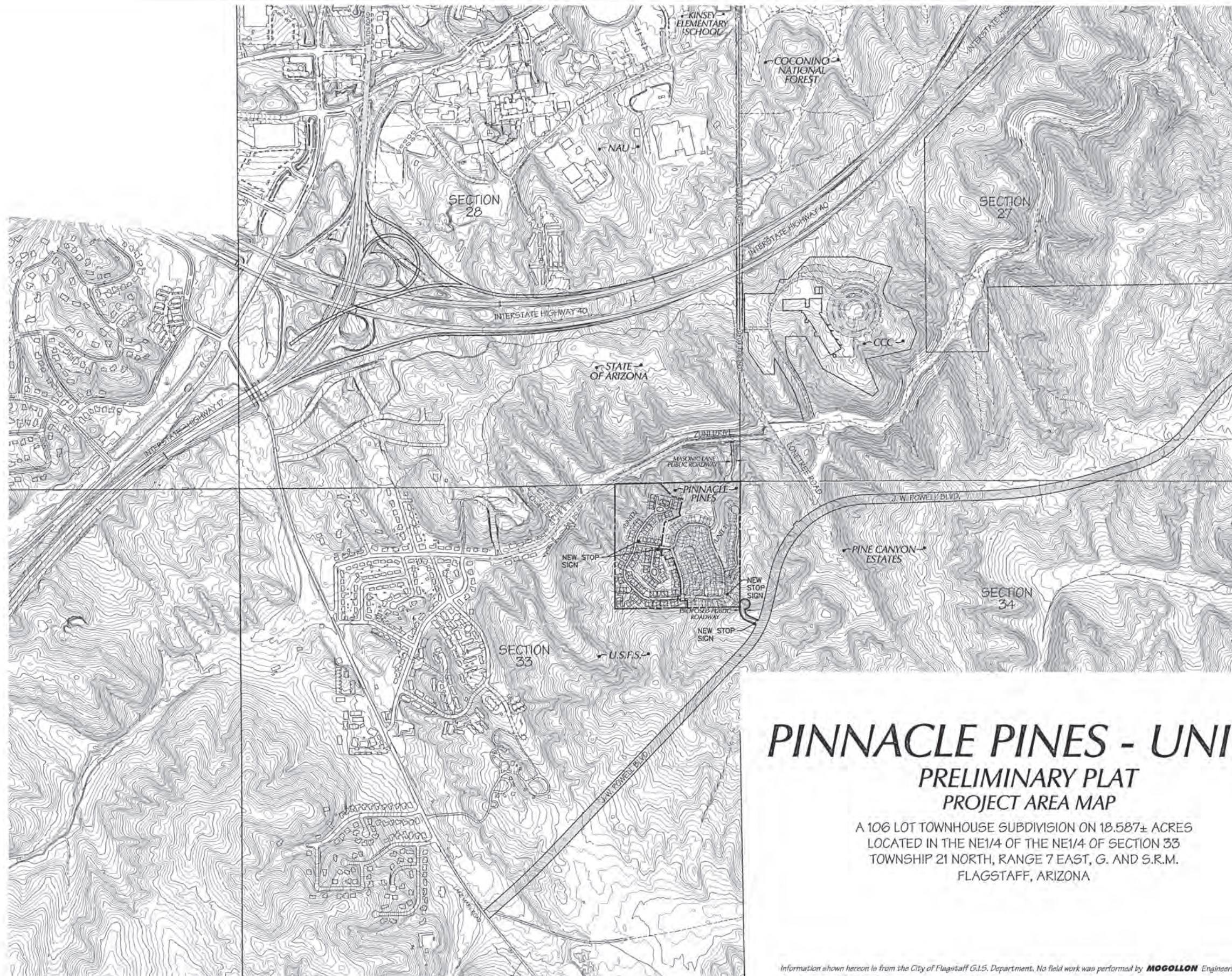
THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002. THIS ADEQUATE WATER SUPPLY NOTE HAS BEEN ADDED TO THIS FINAL PLAT AS A REQUIREMENT OF THE CITY OF FLAGSTAFF. MOGOLLON ENGINEERING AND SURVEYING, INC. DOES NOT GUARANTEE, WARRANT OR CERTIFY ANY INFORMATION IN THIS APPLICATION No. 41-900002.0002.

SECONDARY ACCESS, AUTOMATIC FIRE SPRINKLERS & CERTIFICATE OF OCCUPANCY

THE CITY OF FLAGSTAFF REQUIRES THAT AN ALL WEATHER SECONDARY ACCESS ROAD SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTION OF PHASE 2. IF THE DEVELOPER ELECTS TO BUILD ON LOTS 103-110 PRIOR TO THE CONSTRUCTION OF THE SECONDARY ACCESS, THE UNITS SHALL HAVE AN AUTOMATIC SPRINKLER SYSTEM. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED FOR THESE UNITS UNTIL THE SECONDARY ACCESS IS IN PLACE.

DRIVEWAY SLOPES

DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH THE CITY OF FLAGSTAFF MEMO 91 AND ORD. 2007-15



PINNACLE PINES - UNIT 2

PRELIMINARY PLAT

PROJECT AREA MAP

A 106 LOT TOWNHOUSE SUBDIVISION ON 18.587± ACRES
LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 33
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. AND S.R.M.
FLAGSTAFF, ARIZONA

Information shown hereon is from the City of Flagstaff G.I.S. Department. No field work was performed by **MOGOLLON** Engineering & Surveying, Inc.
The alignment of the I-40/I-17 interchange was digitized from aerial photographs. The topographic information in this area does not reflect the changes
associated with the new interchange configuration.

Mogollon
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

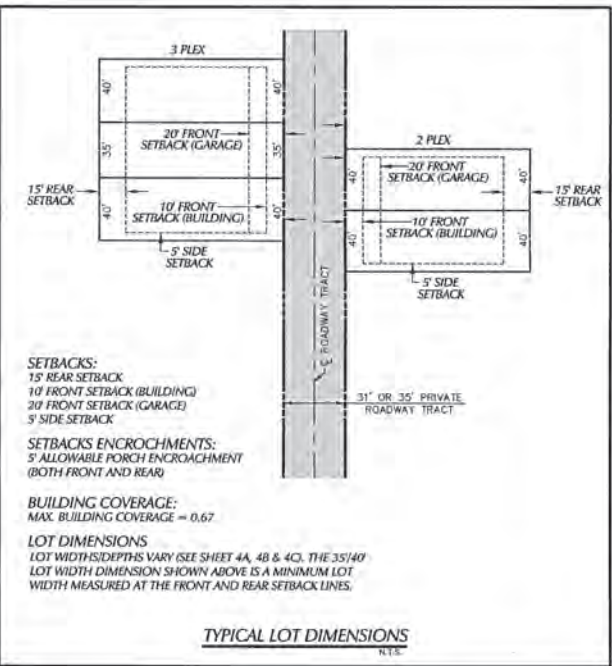
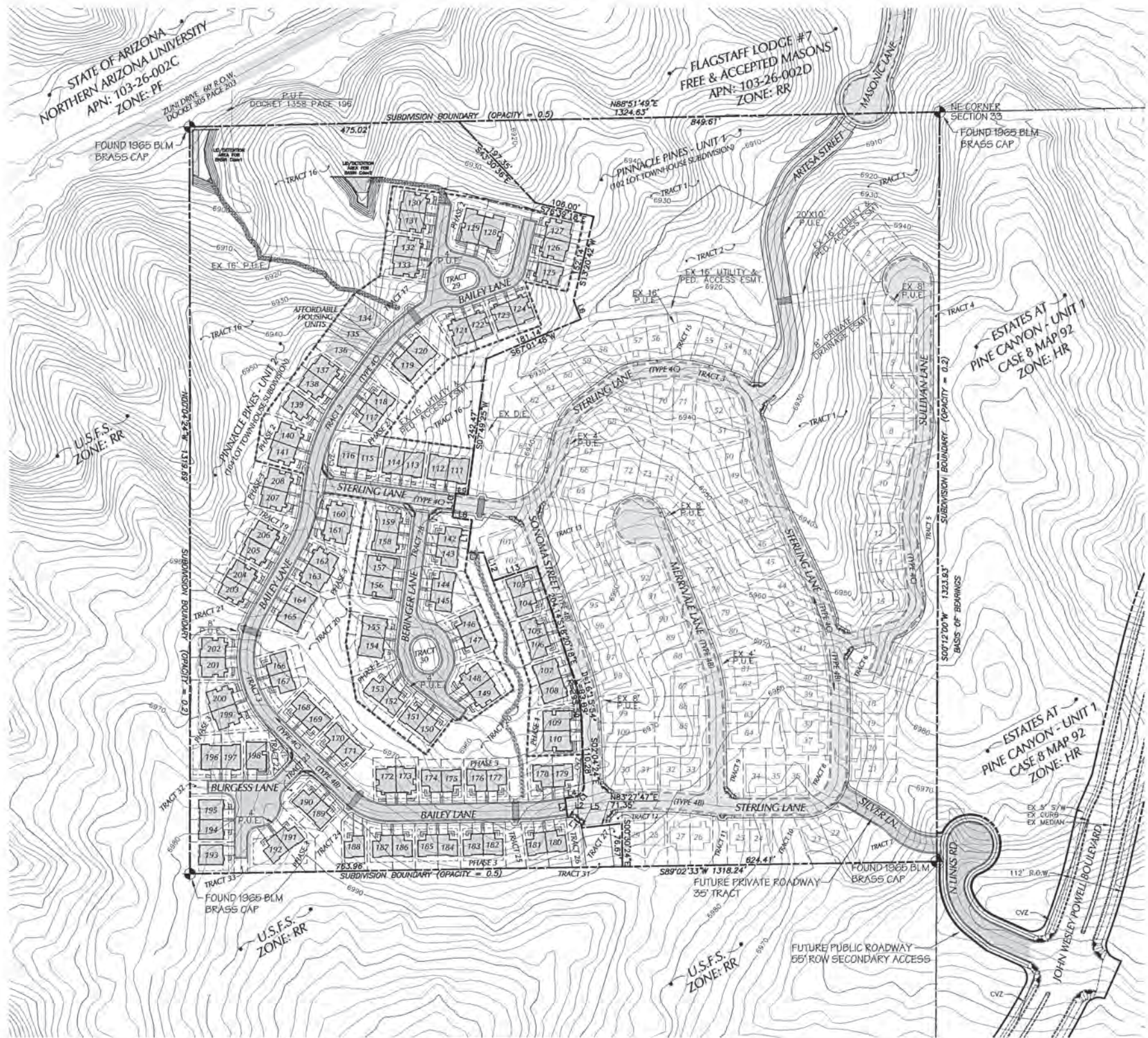
DATE: 8/26/14	PROJECT NO: 1031	REVISIONS PER C.O.F. COMMENTS DATED 7/8/14
DESIGNED BY: RCB	PLN. SHEETS: DMS	PER C.O.F. COMMENTS DATED 8/14/14
DRAWN BY: RCB	VERT. SCALE: N/A	
CHECKED BY: RCB	HOR. SCALE: 1"=400'	

8/26/14
MES#13031

PINNACLE PINES - UNIT 2

PRELIMINARY PLAT

A 106 LOT TOWNHOUSE SUBDIVISION ON 18.587± ACRES
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. AND S.R.M.
FLAGSTAFF, ARIZONA



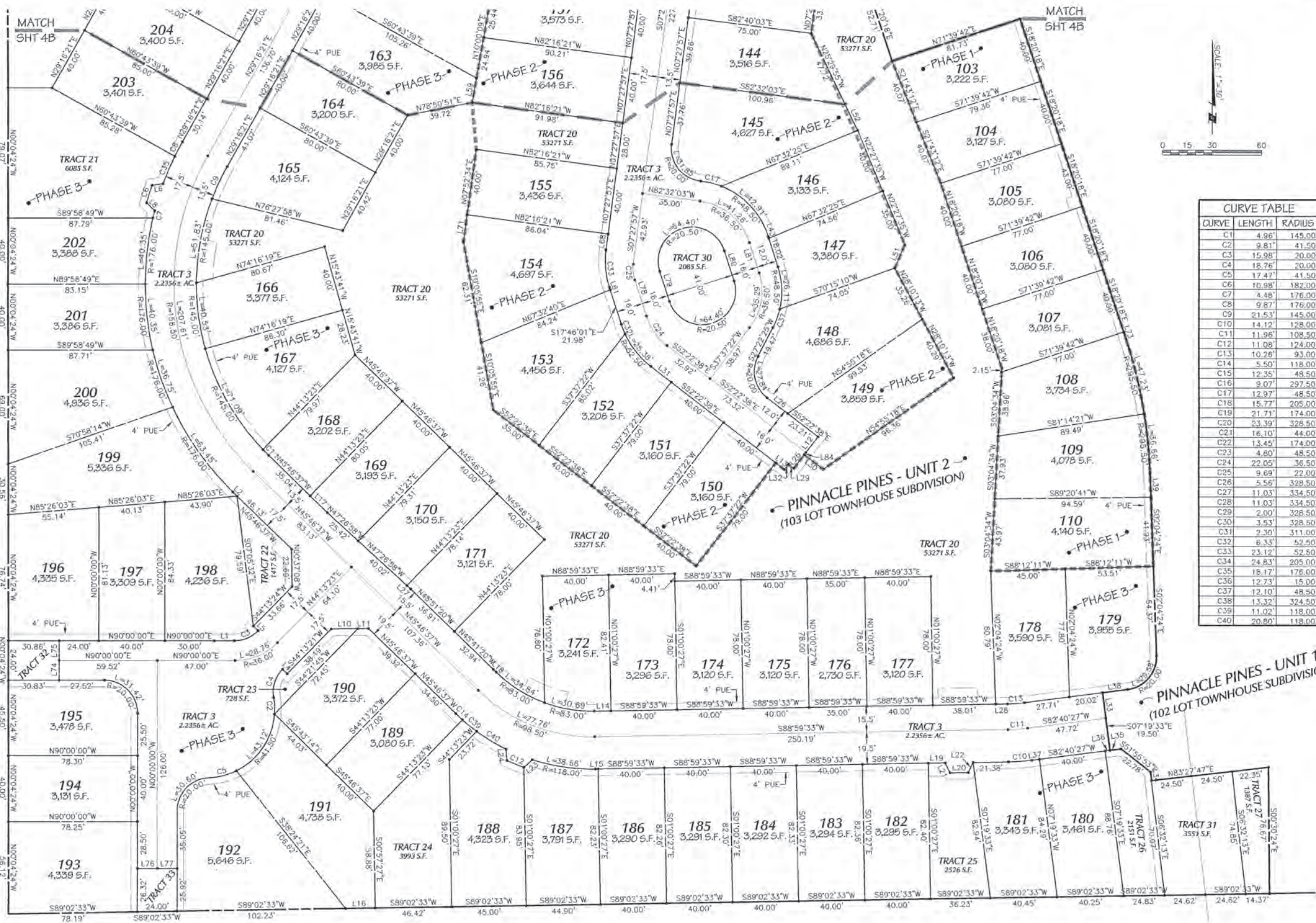
- **BASIS OF BEARINGS & PROJECT BENCHMARK**
Basis of Bearings is the east line of Section 33, South 00° 12'00" West, per 1965 B.L.M. notes.
Project Benchmark is the NE Corner of Section 33, Elev. = 6927.21'.
- **TRACT INFORMATION AND FURTHER DEDICATION**
Tract 3 - Private Roadway Tract, Public Utility Easement and Drainage
Tract 16 - Public Utility Easement, Open Space, and Drainage
Tract 17 - Public Utility Easement and Open Space
Tract 19 - Open Space and Drainage
Tract 20 - Open Space
Tract 21 - Open Space and Pedestrian Access
Tracts 22 & 23 - Open Space
Tracts 24 & 25 - Open Space and Pedestrian Access
Tracts 26-30 - Open Space
Tract 31 - Potential Future Access or Open Space if access is not obtained
Tracts 32 & 33 - Open Space and Pedestrian Access

MISCELLANEOUS INFORMATION
Topographic and Boundary survey is as provided by the client.
Building footprints shown have been provided by the client.

LINE TABLE		
LINE	LENGTH	BEARING
L1	22.78	S51°55'53"E
L2	6.86	N82°40'27"E
L3	35.00	S07°19'33"E
L4	15.47	S82°40'27"W
L5	5.23	S06°32'13"E
L6	33.40	S20°46'36"E
L7	27.95	S89°41'19"E
L8	34.55	S82°10'35"E
L9	20.82	N82°10'52"W
L10	43.00	S07°49'25"W
L11	57.84	S07°27'57"W
L12	52.71	S82°20'18"E
L13	81.73	N71°39'42"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	29.58	20.00	D=84°44'51"

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.12'	N90°00'00"E
L2	3.50'	N45°46'37"W
L3	DELETED	DELETED
L4	4.00'	S45°46'37"E
L5	4.00'	S45°46'37"E
L6	6.82'	S81°18'47"W
L7	DELETED	DELETED
L8	6.88'	N45°33'25"W
L9	DELETED	DELETED
L10	16.23'	S89°22'52"W
L11	6.39'	S89°22'52"W
L12	12.00'	N37°37'22"E
L13	6.64'	S52°22'38"E
L14	10.01'	S88°59'33"W
L15	1.71'	S88°59'33"W
L16	17.85'	S89°02'33"W
L17	14.59'	N45°46'37"W
L18	2.51'	N45°46'37"W
L19	10.16'	S88°59'33"W
L20	10.94'	S88°59'33"W
L21	6.71'	S27°34'21"E
L22	6.71'	S25°33'27"W
L23	6.89'	S48°03'04"W
L24	6.89'	S04°10'23"E
L25	10.50'	N37°37'22"E
L26	15.74'	S52°22'38"E
L27	3.09'	N47°26'58"W
L28	7.17'	S88°59'33"W
L29	4.00'	S52°22'38"E
L30	14.48'	S52°22'38"E
L31	15.60'	S52°22'38"E
L32	4.00'	N37°37'22"E
L33	15.50'	S07°19'33"E
L34	5.23'	S06°32'13"E
L35	6.88'	N82°40'27"E
L36	2.88'	S82°40'27"W
L37	4.88'	S82°40'27"W
L38	15.47'	S82°40'27"W
L39	13.98'	S02°04'24"E
L40	11.63'	S02°27'52"E
L41	6.34'	N07°27'52"E
L42	8.00'	S07°49'25"W
L43	1.15'	N17°46'01"W
L44	2.31'	N10°00'09"E
L45	14.59'	N10°00'09"E
L46	15.63'	N29°16'21"E
L47	DELETED	DELETED
L48	12.00'	S77°00'40"E
L49	13.92'	S36°19'42"W
L50	12.00'	S81°50'33"E
L51	15.29'	S23°13'02"W
L52	17.57'	N25°29'55"W
L53	4.56'	S74°11'22"W
L54	4.40'	N55°11'40"W
L55	10.09'	N07°46'15"E
L56	4.00'	S35°54'13"E
L57	6.71'	N62°40'33"W
L58	6.70'	N12°03'35"W
L59	15.09'	N10°00'09"E
L60	16.54'	N12°59'20"E
L61	1.53'	S17°46'01"E
L62	17.31'	N08°09'27"E
L63	10.58'	N90°00'00"W
L64	7.47'	N75°58'24"W
L65	10.09'	S89°44'05"W
L66	12.00'	S77°00'40"E
L67	12.00'	S81°50'33"E
L68	9.56'	N07°27'52"E
L69	9.84'	N07°46'15"E
L70	17.37'	S36°19'42"W
L71	16.34'	N07°52'34"E
L72	DELETED	DELETED
L73	4.14'	S18°20'18"E
L74	12.00'	N00°00'00"W
L75	12.00'	N00°00'00"W
L76	12.00'	N00°00'00"W
L77	12.00'	N00°00'00"W
L78	23.24'	S17°46'01"E
L79	19.16'	S17°46'01"E
L80	19.16'	S17°46'01"E
L81	19.16'	S17°46'01"E
L82	24.31'	N75°58'24"W
L83	24.31'	N69°44'05"E
L84	1.50'	N37°37'22"E



CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	4.96'	145.00'
C2	9.81'	41.50'
C3	15.98'	20.00'
C4	18.76'	20.00'
C5	17.47'	41.50'
C6	10.98'	182.00'
C7	4.48'	176.00'
C8	9.87'	176.00'
C9	21.53'	145.00'
C10	14.12'	128.00'
C11	11.96'	108.50'
C12	11.08'	124.00'
C13	10.26'	93.00'
C14	5.50'	118.00'
C15	12.35'	48.50'
C16	9.07'	297.50'
C17	12.97'	48.50'
C18	15.77'	205.00'
C19	21.71'	174.00'
C20	23.39'	328.50'
C21	16.10'	44.00'
C22	13.45'	174.00'
C23	4.80'	48.50'
C24	22.05'	36.50'
C25	9.69'	22.00'
C26	5.56'	328.50'
C27	11.03'	334.50'
C28	11.03'	334.50'
C29	2.00'	328.50'
C30	3.53'	328.50'
C31	2.30'	311.00'
C32	6.33'	52.50'
C33	23.12'	52.50'
C34	24.83'	205.00'
C35	16.17'	176.00'
C36	12.73'	15.00'
C37	12.10'	48.50'
C38	13.32'	324.50'
C39	11.02'	118.00'
C40	20.80'	118.00'

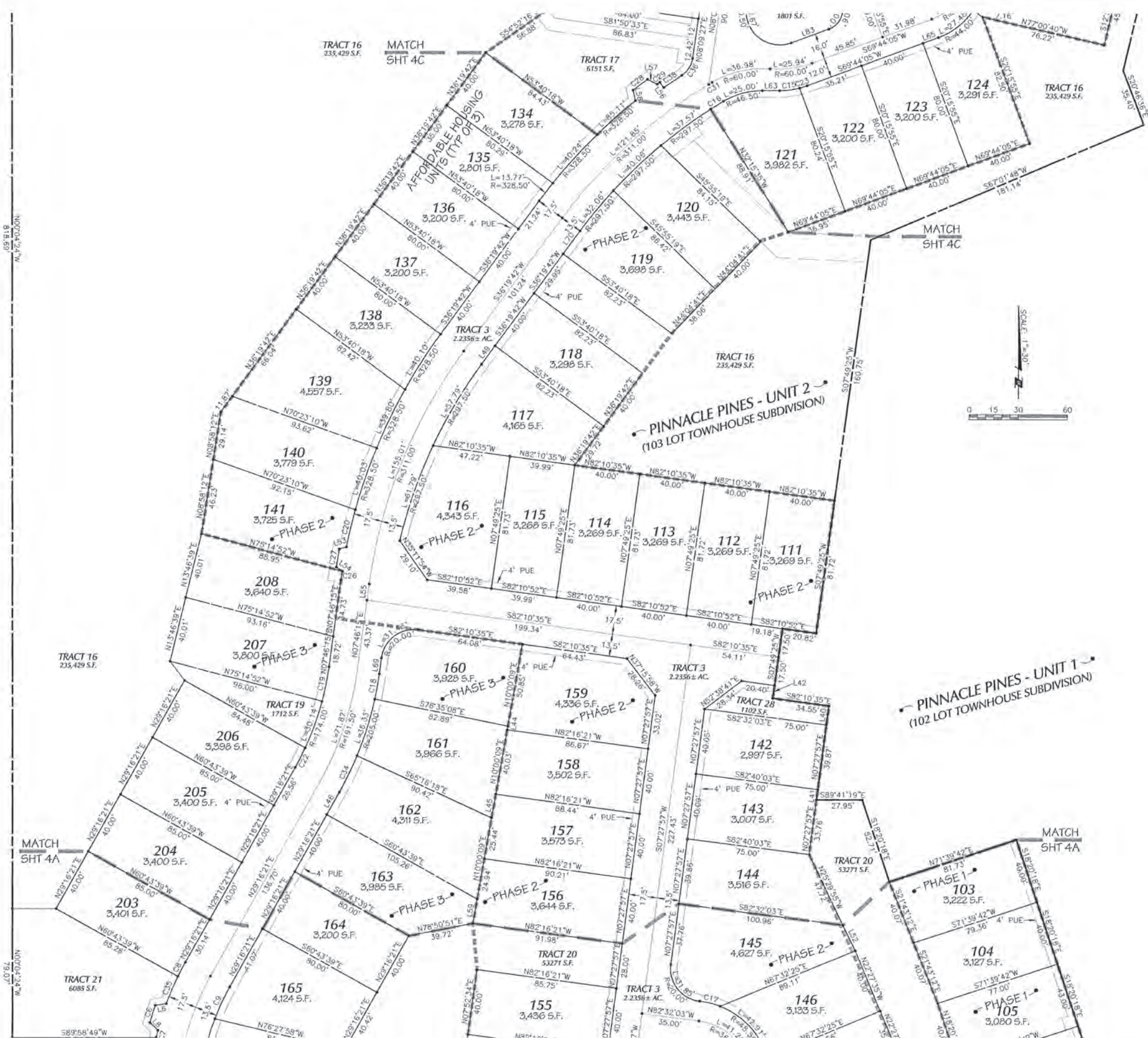
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LINE	LENGTH	BEARING
L1	12.12'	N80°00'00"E
L2	3.50'	N45°46'37"W
L3	DELETED	DELETED
L4	4.00'	S45°46'37"E
L5	4.00'	S45°46'37"E
L6	6.82'	S81°18'47"W
L7	DELETED	DELETED
L8	6.88'	N45°33'25"W
L9	DELETED	DELETED
L10	16.23'	S89°22'52"W
L11	6.39'	S89°22'52"W
L12	12.00'	N37°37'22"E
L13	6.64'	S52°22'38"E
L14	10.01'	S88°59'33"W
L15	1.71'	S88°59'33"W
L16	17.85'	S89°02'33"W
L17	14.59'	N45°46'37"W
L18	2.51'	N45°46'37"W
L19	10.16'	S88°59'33"W
L20	10.94'	S88°59'33"W
L21	6.71'	S27°34'21"E
L22	6.21'	S25°33'27"W
L23	6.89'	S48°03'04"W
L24	6.89'	S04°10'23"E
L25	10.50'	N37°37'22"E
L26	15.74'	S52°22'38"E
L27	3.09'	N47°26'58"W
L28	7.17'	S88°59'33"W
L29	4.00'	S52°22'38"E
L30	14.48'	S52°22'38"E
L31	15.60'	S52°22'38"E
L32	4.00'	N37°37'22"E
L33	15.50'	S07°19'33"E
L34	5.23'	S06°32'13"E
L35	6.86'	N82°40'27"E
L36	2.86'	S82°40'27"W
L37	4.86'	S82°40'27"W
L38	15.47'	S82°40'27"W
L39	13.98'	S02°04'24"E
L40	11.63'	N07°27'57"E
L41	6.34'	N07°27'57"E
L42	8.00'	S07°49'25"W
L43	1.15'	N17°46'01"W
L44	2.31'	N10°00'09"E
L45	14.59'	N10°00'09"E
L46	15.63'	N29°16'21"E
L47	DELETED	DELETED
L48	12.00'	S77°00'40"E
L49	13.92'	S36°19'42"W
L50	12.00'	S81°50'33"E
L51	15.29'	S23°13'02"W
L52	17.57'	N25°29'55"W
L53	4.56'	S74°11'22"W
L54	4.40'	N55°11'40"W
L55	10.09'	N07°46'15"E
L56	4.00'	S35°54'13"E
L57	6.71'	N62°40'33"W
L58	6.70'	N12°03'35"W
L59	15.09'	N10°00'09"E
L60	16.54'	N12°59'20"E
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L62	17.31'	N08°09'27"E
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L72	DELETED	DELETED
L73	4.14'	S18°20'18"E
L74	12.00'	N00°00'00"W
L75	12.00'	N00°00'00"W
L76	12.00'	N90°00'00"W
L77	12.00'	N90°00'00"W
L78	23.24'	S17°46'01"E
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L80	19.16'	S17°46'01"E
L81	19.16'	S17°46'01"E
L82	24.31'	N75°58'24"W
L83	24.31'	N69°44'05"E
L84	1.50'	N37°37'22"E



CURVE	LENGTH	RADIUS
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C5	17.47'	41.50'
C6	10.98'	182.00'
C7	4.48'	176.00'
C8	9.87'	176.00'
C9	21.53'	145.00'
C10	14.12'	128.00'
C11	11.96'	108.50'
C12	11.08'	124.00'
C13	10.26'	93.00'
C14	5.50'	118.00'
C15	12.35'	48.50'
C16	9.07'	297.50'
C17	12.97'	48.50'
C18	15.77'	205.00'
C19	21.71'	174.00'
C20	23.39'	328.50'
C21	16.10'	44.00'
C22	13.45'	174.00'
C23	4.80'	48.50'
C24	22.05'	36.50'
C25	9.69'	22.00'
C26	5.56'	328.50'
C27	11.03'	334.50'
C28	11.03'	334.50'
C29	2.00'	328.50'
C30	3.53'	328.50'
C31	2.30'	311.00'
C32	6.33'	52.50'
C33	23.12'	52.50'
C34	24.83'	205.00'
C35	18.17'	176.00'
C36	12.73'	15.00'
C37	12.10'	48.50'
C38	13.32'	324.50'
C39	11.02'	118.00'
C40	20.80'	118.00'

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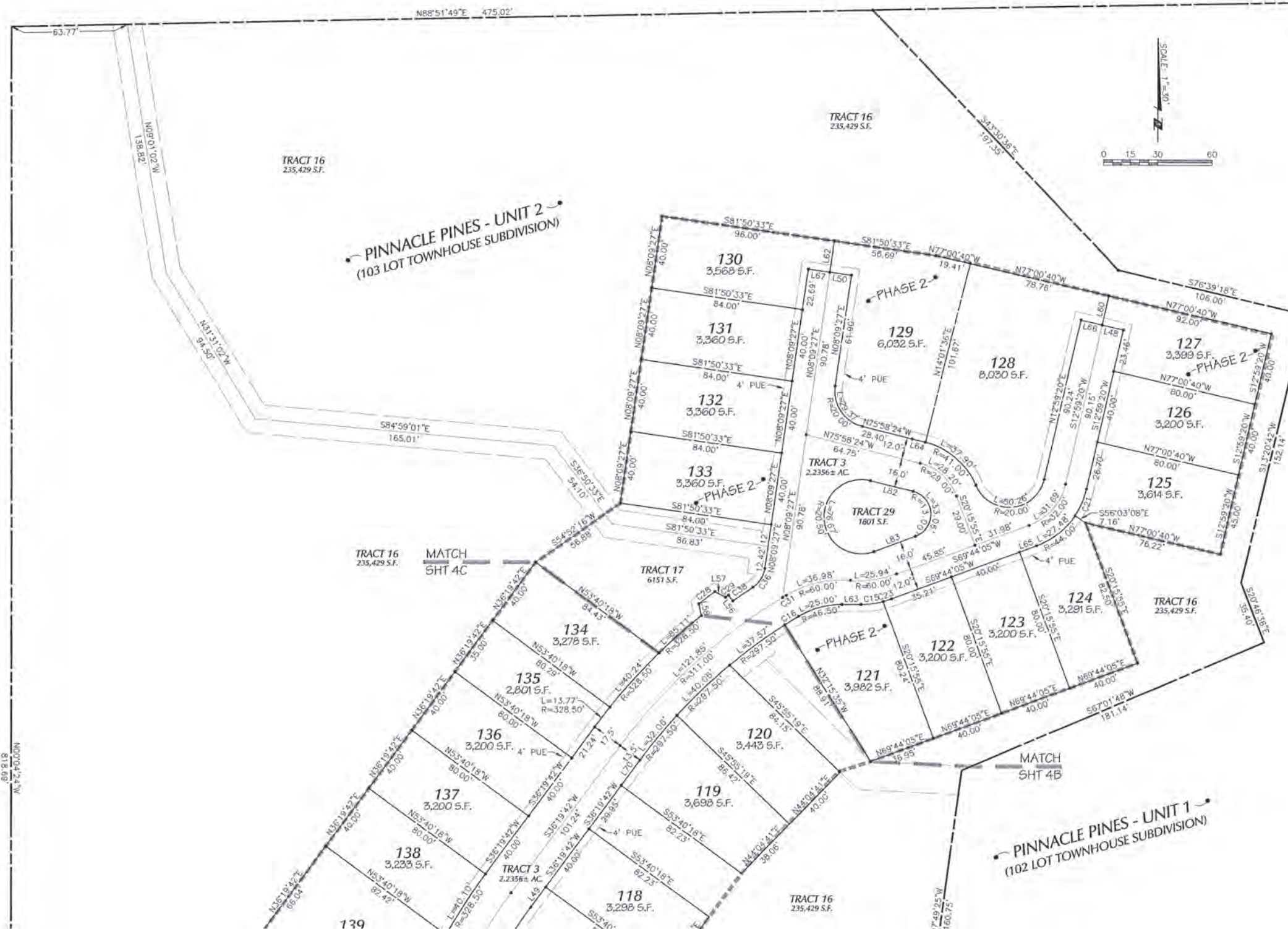
8/26/14
 MES#13031

Mogellon Inc
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 Flagstaff, Arizona 86001
 Phone: 928-214-0214

Pinnacle Pines - Unit 2
 Preliminary Plat
 Approximate Lot Dimensions

DATE: 8/26/14
 DESIGNED BY: KWH
 DRAWN BY: KWH
 CHECKED BY: KWH
 REVISIONS: PER C.O.F. COMMENTS DATED 7/31/14
 PER C.O.F. COMMENTS DATED 8/14/14
 VERT. SCALE: N/A
 HOR. SCALE: 1"=80'

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.12'	N90°00'00"E
L2	3.50'	N45°46'37"W
L3	DELETED	DELETED
L4	4.00'	S45°46'37"E
L5	4.00'	S45°46'37"E
L6	6.82'	S81°18'47"W
L7	DELETED	DELETED
L8	6.88'	N45°33'25"W
L9	DELETED	DELETED
L10	16.23'	S89°22'52"W
L11	6.39'	S89°22'52"W
L12	12.00'	N37°37'22"E
L13	6.64'	S52°22'38"E
L14	10.01'	S88°59'33"W
L15	1.71'	S88°59'33"W
L16	17.85'	S88°02'33"W
L17	14.59'	N45°46'37"W
L18	2.51'	N45°46'37"W
L19	10.16'	S88°59'33"W
L20	10.94'	S88°59'33"W
L21	6.71'	S27°34'21"E
L22	6.71'	S25°33'27"W
L23	6.89'	S48°03'04"W
L24	6.89'	S04°10'23"E
L25	10.50'	N37°37'22"E
L26	15.74'	S52°22'38"E
L27	3.09'	N47°26'58"W
L28	7.17'	S88°59'33"W
L29	4.00'	S52°22'38"E
L30	14.48'	S52°22'38"E
L31	15.60'	S52°22'38"E
L32	4.00'	N37°37'22"E
L33	15.50'	S07°19'33"E
L34	5.23'	S06°32'13"E
L35	6.86'	N82°40'27"E
L36	2.86'	S82°40'27"W
L37	4.86'	S82°40'27"W
L38	15.47'	S82°40'27"W
L39	13.98'	S02°04'24"E
L40	11.63'	N07°27'57"E
L41	6.34'	N07°27'57"E
L42	8.00'	S07°49'25"W
L43	1.15'	N17°46'01"W
L44	2.31'	N10°00'09"E
L45	14.59'	N10°00'09"E
L46	15.63'	N29°16'21"E
L47	DELETED	DELETED
L48	12.00'	S77°00'40"E
L49	13.92'	S36°19'42"W
L50	12.00'	S81°50'33"E
L51	15.29'	S23°13'02"W
L52	17.52'	N25°29'55"W
L53	4.56'	S74°11'22"W
L54	4.40'	N55°11'40"W
L55	10.09'	N07°46'15"E
L56	4.00'	S35°54'13"E
L57	6.71'	N62°40'33"W
L58	6.70'	N12°03'35"W
L59	15.09'	N10°00'09"E
L60	16.54'	N12°59'20"E
L61	1.53'	S17°46'01"E
L62	17.31'	N08°09'27"E
L63	10.58'	N90°00'00"W
L64	2.47'	N75°58'24"W
L65	10.08'	S69°44'05"W
L66	12.00'	S77°00'40"E
L67	12.00'	S81°50'33"E
L68	9.56'	N07°27'57"E
L69	9.84'	N07°46'15"E
L70	17.37'	S36°19'42"W
L71	16.34'	N07°52'34"E
L72	DELETED	DELETED
L73	4.14'	S18°20'18"E
L74	12.00'	N00°00'00"W
L75	12.00'	N00°00'00"W
L76	12.00'	N90°00'00"W
L77	12.00'	N90°00'00"W
L78	23.24'	S17°46'01"E
L79	19.16'	S17°46'01"E
L80	19.16'	S17°46'01"E
L81	19.16'	S17°46'01"E
L82	24.31'	N75°58'24"W
L83	24.31'	N69°44'05"E
L84	1.50'	N37°37'22"E



CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	4.96'	145.00'
C2	9.81'	41.50'
C3	15.98'	20.00'
C4	18.76'	20.00'
C5	17.47'	41.50'
C6	10.98'	182.00'
C7	4.48'	176.00'
C8	9.87'	176.00'
C9	21.53'	145.00'
C10	14.12'	128.00'
C11	11.96'	108.50'
C12	11.08'	124.00'
C13	10.26'	93.00'
C14	5.50'	118.00'
C15	12.35'	48.50'
C16	9.07'	297.50'
C17	12.97'	48.50'
C18	15.77'	205.00'
C19	21.71'	174.00'
C20	23.39'	328.50'
C21	16.10'	44.00'
C22	13.45'	174.00'
C23	4.80'	48.50'
C24	22.05'	36.50'
C25	9.69'	22.00'
C26	5.56'	328.50'
C27	11.03'	334.50'
C28	11.03'	334.50'
C29	2.00'	328.50'
C30	3.53'	328.50'
C31	2.30'	311.00'
C32	6.33'	52.50'
C33	23.12'	52.50'
C34	24.83'	205.00'
C35	18.17'	176.00'
C36	12.73'	15.00'
C37	12.10'	48.50'
C38	13.32'	324.50'
C39	11.02'	118.00'
C40	20.80'	118.00'

Mogollon
 ENGINEERING & SURVEYING
 411 W Santa Fe Avenue
 Flagstaff, Arizona 86001
 Phone: 928-214-0214

PROJECT NO. 1503
 DATE 8/26/14
 DESIGNED BY: KVM
 CHECKED BY: KVM/RCB
 REVISIONS PER C.O.F. COMMENTS DATED 7/31/14
 PER C.O.F. COMMENTS DATED 8/14/14
 VERT SCALE: N/A
 HORIZ SCALE: 1"=30'

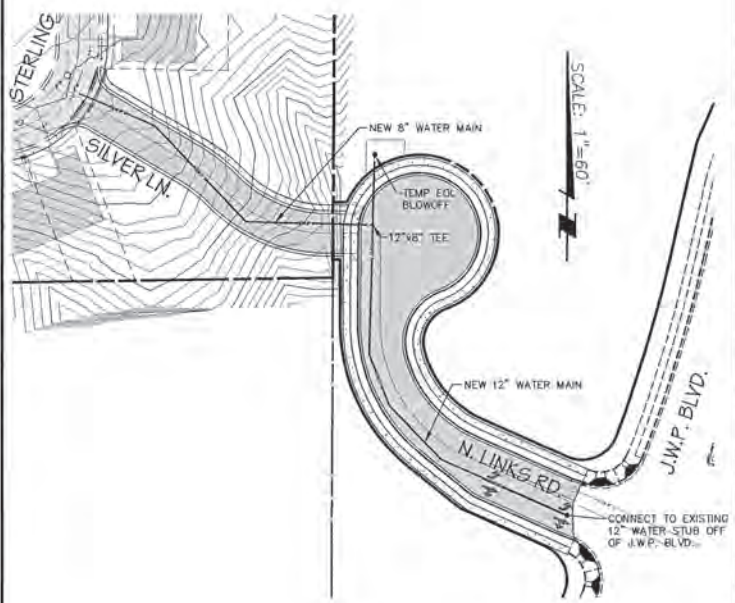
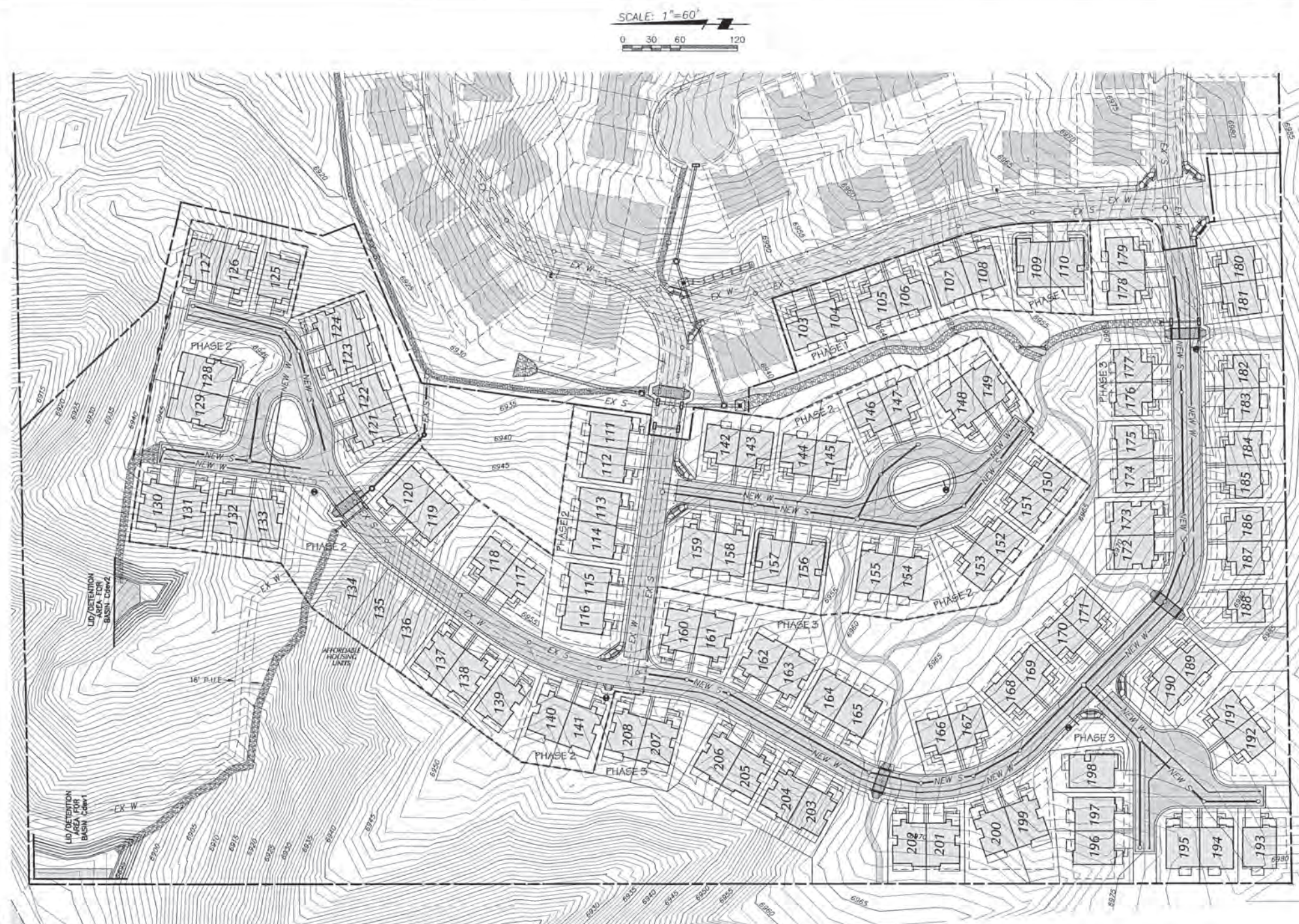
Pinnacle Pines - Unit 2
 Preliminary Plat
 Approximate Lot Dimensions

PINNACLE PINES - UNIT 2

PRELIMINARY PLAT

WATER & SEWER MAP

A 106 LOT TOWNHOUSE SUBDIVISION ON 18.587± ACRES
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. AND S.R.M.
FLAGSTAFF, ARIZONA



- LEGEND**
- EX S - EXISTING SEWER LINE (UNIT 1)
 - NEW S - NEW SEWER LINE (UNIT 2)
 - EX W - EXISTING WATER LINE (UNIT 1)
 - NEW W - NEW WATER LINE (UNIT 2)
 - FH - FIRE HYDRANT (UNIT 1)
 - FH - FIRE HYDRANT (UNIT 2)

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Mogollon
ENGINEERING & SURVEYING

Mogollon
ENGINEERING & SURVEYING

DATE 8/26/14
DESIGNED BY: K/VH
DRAWN BY: K/VH
CHECKED BY: K/VH
PROJECT NO. 1303
FN SHEET 4.DWG
PER C.O.F. COMMENTS DATED 7/31/14
PER C.O.F. COMMENTS DATED 8/1/14
REVISIONS PER C.O.F. COMMENTS DATED 7/31/14
VRSY SCALE: N/A
HOR SCALE 1"=40'

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PINNACLE PINES - UNIT 2
PRELIMINARY PLAT
WATER & SEWER MAP

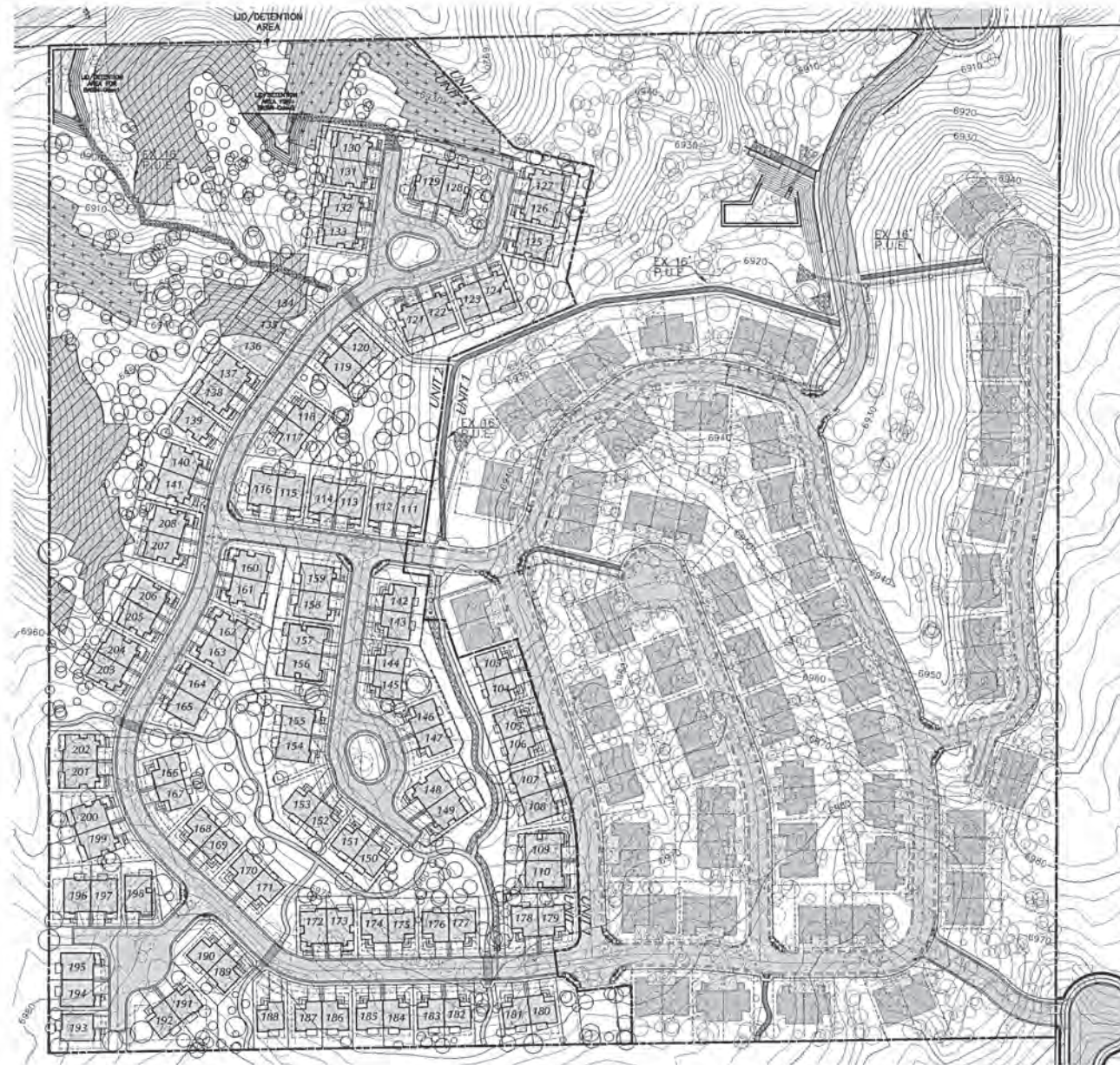
8/26/14
MES# 13091

PINNACLE PINES - UNIT 2

PRELIMINARY PLAT

SLOPE & FOREST RESOURCE CALCULATIONS

A 106 LOT TOWNHOUSE SUBDIVISION ON 18.587± ACRES
 LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33
 TOWNSHIP 21 NORTH, RANGE 7 EAST, G. AND S.R.M.
 FLAGSTAFF, ARIZONA



LEGEND

- 17% SLOPE
- 25% SLOPE
- TREE TO BE SAVED
- TREE TO BE REMOVED

Slope and Forest Resource Information

This project conforms with the City of Flagstaff Land Development Code section 10-16-005-0001A2 and the Regional Land Use and Transportation Plan by providing dedicated open space. The conformance allows for a 5% reduction in slope and forest resource protection standards resulting in a 65% required preservation factor of 17% slope, 75% required preservation factor of 25% slope and 45% required preservation factor of forest canopy. The slope and forest resource preservation factors below reflect this reduction.

Slope Resource

17% Slope

Total slope area = 59,857 sq. ft.
 70% - 5% = 65% slope protection required = $0.65 \times 59,857 = 38,907$ sq. ft.
 Slope area protected = 55,755 sq. ft.
 Excess 17% Slope = 16,848 sq. ft.

25% Slope

Total slope area = 34,640 sq. ft.
 80% - 5% = 75% slope protection required = $0.75 \times 34,640 = 25,980$ sq. ft.
 Slope area protected = 33,335 sq. ft.
 Excess 25% Slope = 7,355 sq. ft.

PRE DEVELOPMENT TREE POINTS

1 POINT TREES	152 x 1 =	152
2 POINT TREES	391 x 2 =	784
4 POINT TREES	420 x 4 =	1,680
8 POINT TREES	171 x 8 =	1,368
20 POINT TREES	25 x 20 =	500
TOTAL TREE POINTS		= 4,484
50% OF TOTAL		= 2,242
5% REDUCTION		= 224 (FOR DEDICATED OPEN SPACE)
45% OF TOTAL		= 2,018

TREE POINTS IN SLOPE

1 POINT TREES	45 x 1 =	45
2 POINT TREES	121 x 2 =	242
4 POINT TREES	65 x 4 =	260
8 POINT TREES	14 x 8 =	112
20 POINT TREES	4 x 20 =	80
EXCESS SLOPE POINTS		= 739

POST DEVELOPMENT TREE POINTS

1 POINT TREES	88 x 1 =	88
2 POINT TREES	192 x 2 =	384
4 POINT TREES	176 x 4 =	704
8 POINT TREES	58 x 8 =	464
20 POINT TREES	7 x 20 =	140
SUB TOTAL TREE POINTS		= 1,780
EXCESS SLOPE POINTS		= 739
TOTAL TREE POINTS		= 2,519
TREE SAVE PERCENTAGE		= 56.17%

PINNACLE PINES - UNIT 2

PRELIMINARY PLAT

SLOPE & FOREST RESOURCE CALCULATIONS

A 106 LOT TOWNHOUSE SUBDIVISION ON 18.587± ACRES
LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 33
TOWNSHIP 21 NORTH, RANGE 7 EAST, G. AND S.R.M.
FLAGSTAFF, ARIZONA

SCALE: 1"=50'
0 25 50 100

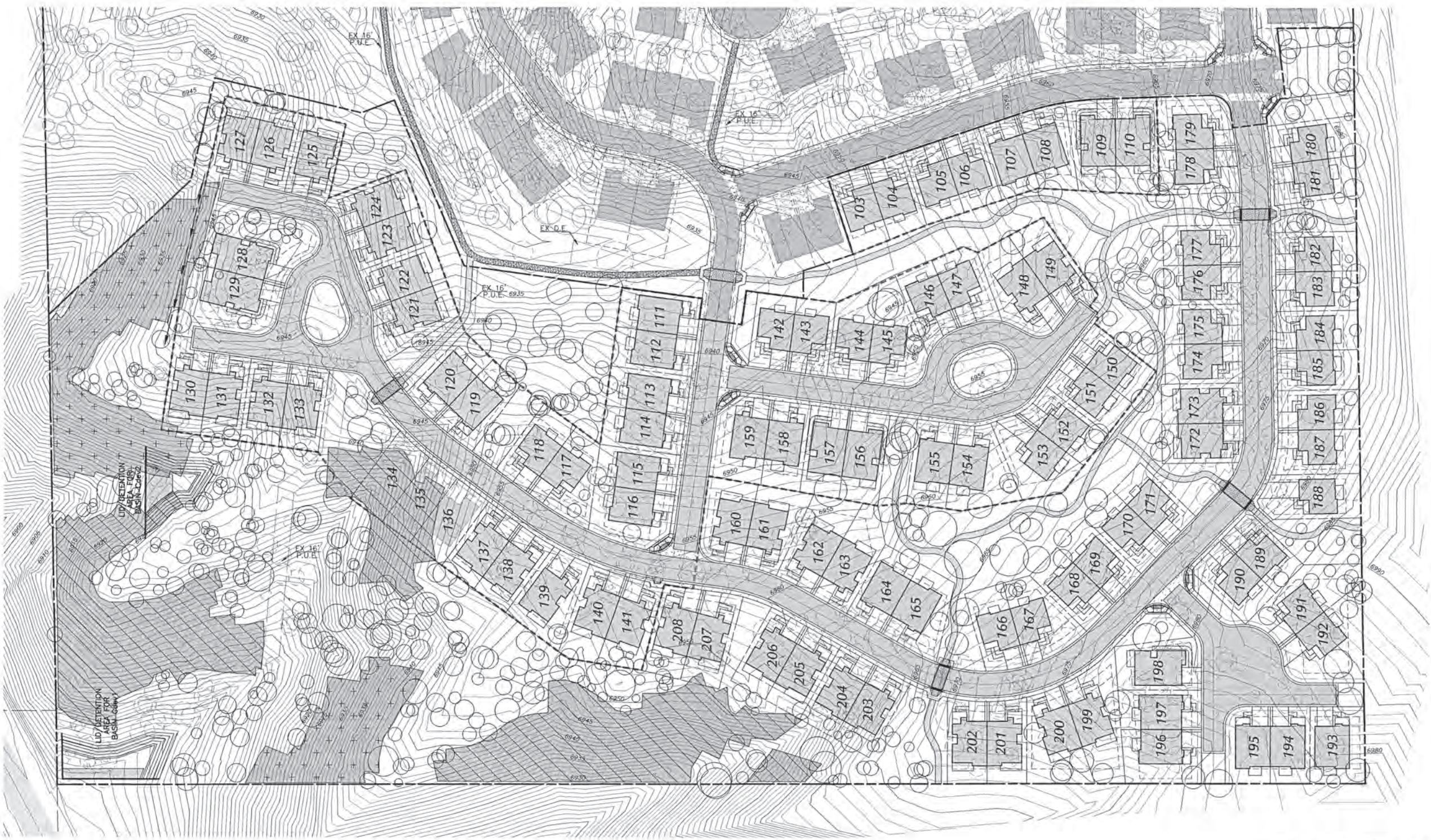
LEGEND

17% SLOPE

25% SLOPE

TREE TO BE SAVED

TREE TO BE REMOVED



SHEET NO. 6B OF 7

COP PROJECT #04-03098

Mogollon
ENGINEERING
& SURVEYING



DATE: 6/26/14	PROJECT NO. 3031	REVISIONS PER C.O.F. COMMENTS DATED 7/8/14
DESIGNED BY: RDB	FILE SHEETER: DNG	PER C.O.F. COMMENTS DATED 8/1/14
DRAWN BY: RDB	VERT. SCALE: N/A	
CHECKED BY: RDB	HOR. SCALE: 1"=50'	

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& SURVEYING

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& SURVEYING

PINNACLE PINES - UNIT 2
SLOPE AND FOREST
RESOURCE INFORMATION

8/26/14
MES#15031

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 10/14/2014
Meeting Date: 10/21/2014



TITLE:

Consideration and Adoption of Resolution No. 2014-37: A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, repealing Resolution No. 2013-01 which adopted the *Board and Commission Members' Handbook*, and adopting the *2014 Board and Commission Members' Rules and Operations Manual*

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-37 by title only
- 2) City Clerk reads Resolution No. 2014-37 by title only (if approved above)
- 3) Adopt Resolution No. 2014-37

Policy Decision or Reason for Action:

Adoption of this resolution will make changes to the Board and Commission Members' Handbook as discussed recently by the City Council to address issues such as consistency of membership numbers and term length.

Financial Impact:

No impact

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

8. Review all Commissions

Has There Been Previous Council Decision on This:

The City Council identified the review of all Boards/Commissions as one of its top ten goals at its retreat last year. Since that time, several work sessions have been held to address changes they would like made to both the Manual (Handbook) and necessary ordinances to amend the City Code to reflect those changes. The first step in this process is adoption of this amended Manual. The necessary ordinances will be presented for further discussion and first read at the City Council meeting of November 3, 2014.

Options and Alternatives:

- 1) Adopt the resolution
- 2) Amend the resolution by making further changes to the Manual
- 3) Not adopt the resolution

Background/History:

Since the City Council first identified the review of all Boards/Commissions as one of its goals last year, several work sessions have been held to discussion changes they would like to see made in the overall process and to provide consistency among the various boards/commissions.

These changes include:

- Require training within first three months of office
- Require an Affirmation to be signed prior to taking office that members have read the Open Meeting Law materials available on line
- Remove any reference to By-Laws of boards/commissions as none have been adopted
- Changing the name of the Handbook to "Rules and Operations Manual"
- Reduction of membership to seven (7), and term length to three (3) years, to those boards/commissions that are not specifically required by statute
- Eliminate the Flagstaff Land Trust Commission

The ordinances required to make the above changes will be brought before Council at its November 3, 2014, Council Meeting for consideration. The Manual is being brought forward at this time to allow for its adoption prior to Board/Commission Member training scheduled for later this month.

Community Involvement:

Inform

Attachments: Res. 2014-37

RESOLUTION NO. 2014-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
COCONINO COUNTY, ARIZONA, REPEALING RESOLUTION NO. 2013-01
WHICH ADOPTED THE BOARD AND COMMISSION MEMBERS'
HANDBOOK, AND ADOPTING THE *2014 BOARD AND COMMISSION
MEMBERS' RULES AND OPERATIONS MANUAL***

RECITALS:

WHEREAS, the Flagstaff City Charter, Article 5, Section 1, authorizes the Flagstaff City Council to create boards or commissions and to grant them duties and powers consistent with the Charter; and

WHEREAS, a vital and healthy boards and commissions program is essential to the successful function of City government; and

WHEREAS, those who serve on Flagstaff's boards and commissions dedicate invaluable time and energy to the Flagstaff community and provide valuable advice to the City Council; and

WHEREAS, board and commission recommendations have a direct impact on the quality and level of services the City of Flagstaff offers its citizens; and

WHEREAS, on February 5, 2013, the Flagstaff City Council adopted Resolution No. 2013-01 adopting a Board and Commission Members' Handbook; and

WHEREAS, it has been determined that changes were needed to the Handbook to be consistent with current state law and practices.

ENACTMENTS:

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

SECTION 1. Resolution No. 2013-01, adopted on February 5, 2013, is hereby repealed.

SECTION 2: The *2014 Board and Commission Members' Rules and Operations Manual*, attached hereto, is hereby adopted.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 21st day of October, 2014.

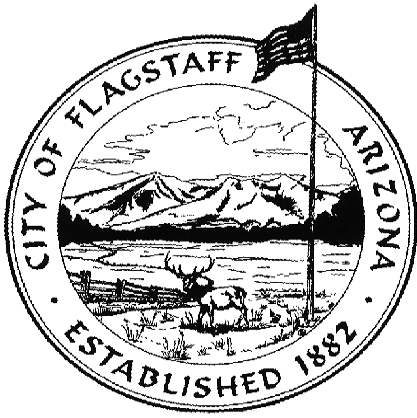
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City Clerk's Office
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2077

CITY OF FLAGSTAFF

Board and Commission Members' **RULES AND OPERATIONS MANUAL**

■ ■ ■ ■ ■ ■ ■ ■ ■ ■

"Service to Community"

BOARD AND COMMISSION MEMBERS' RULES AND OPERATIONS MANUAL

PREFACE

This Board and Commission Members' manual provides guidelines for City board* or commission* members. This information is designed to closely follow the rules and regulations that apply to the City Council and to delineate their roles and responsibilities in order to create a uniform public process for the City of Flagstaff's public bodies. Most of the information contained in the manual will apply to your board and commission; however, your board or commission may have additional special provisions that are specific to its function. If you are unsure whether or not a specific rule applies to your board or commission, or, if you have further questions concerning any aspect of your duties and responsibilities, you should ask your staff liaison for clarification or contact the City Clerk's Office.

**For the purpose of this manual, the terms "board" and/or "commission" include those boards, commissions, authorities, or committees which have been established by the City Council to perform functions in accordance with City and State law.*

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INTRODUCTION

Welcome to the official City of Flagstaff family and the challenging and rewarding arena of public service! The Flagstaff City Council and staff thank you for your active participation in the governing process of our community.

The board and commission process is essential to the successful function of City government; and your contributions are invaluable. As a City board or commission member, your role is to help shape the future of the City of Flagstaff. You will be studying and recommending policy direction on a variety of issues vital to the City's future. This manual has been developed to help you meet the challenges you will face along the way.

It takes a substantial commitment of time and hard work to be a good commission member. Your decisions and recommendations can have a direct impact on the quality and level of services the City offers to its citizens, so it is important to keep in mind the needs of all citizens during the decision making process. You will read and study materials in advance of meetings. You will be required to listen to hours of discussion and testimony at public meetings. Often you will be asked to make difficult recommendations. You may even be asked to make recommendations that may have dramatic effects on your friends and neighbors. In your role as a board and commission member, you are asked to no longer consider solely your own perspective or that of your own peer group, but to consider the perspectives of all the communities who have a stake in any particular issue. Your role is to support the democratic process by considering the broadest set of perspectives on issues.

Your deliberations help the City Council to do its job. Sometimes Council decisions will directly incorporate your recommendations into their decisions, while other times your input will be one of many factors to be weighed by the Council prior to a final decision.

As a board and commission member, you are now a City official and you are bound by ethical standards, State laws, and City policies. You will work closely with City staff, policymakers, citizens, other government representatives, lobbyists, and grass-roots organizations. This manual is intended to guide you through these areas and assist you in your service as a board and commission member.

Your decisions will be reviewed and scrutinized by the public, the City Council, media, and other interested parties.

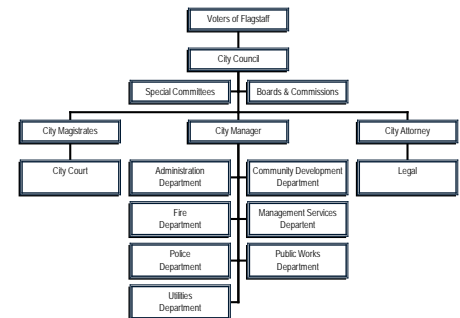
It is important to understand that your personal behavior, both inside and outside public meetings, will be observed and open to criticism by others. Ethics, good judgment, and dignity are the foundation of public service and the credo of City officials. By meeting these expectations, you will enhance our community's perception of city government.

Being a commission member is often challenging, but if you do it well, it will be an exciting and rewarding experience as you help shape the future of our community. We hope that this Board and Commission manual will help prepare you for serving as a member of the City of Flagstaff's boards and commissions program.

FLAGSTAFF MUNICIPAL GOVERNMENT

ORGANIZATION

The Flagstaff City Charter (included with this manual) was adopted by the city voters in 1958 and is the basic governing authority of the City. The City Charter establishes a Council-Manager form of government. This means that the City Council provides leadership and formulates the laws and general policies of the City which are then administered by the City Manager. The Charter also outlines the duties and responsibilities of each area of City government.



CITY COUNCIL

The City Council consists of a Mayor and six Councilmembers who are elected at large to serve as the legislative body of the City. The Mayor is elected every two years and acts as Chairperson of the Council presiding over Council meetings. Councilmembers hold staggered, four-year terms, with three seats decided every two years. Shortly after every City General Election, the Council chooses a Vice-Mayor to serve in the absence of the Mayor.

Consistent with applicable laws and regulations enacted by the Federal and State Governments, the City Council bears sole responsibility and exercises sole authority in establishing the policies governing the operation of the City of Flagstaff. The City Council enacts local legislation, adopts budgets, and establishes public policy. To do this, the Council sets goals and objectives based on strategic planning; recommendations from the City Manager, City Attorney, boards and commissions; public input; and through the budgeting process.

BOARDS AND COMMISSIONS

Article 5, Section 1, the Flagstaff City Charter authorizes the City Council to create boards or commissions and to grant to them duties and powers consistent with the Charter. Boards and commissions lie at the heart of citizen involvement in local government. The strength of the board and commission process is its ability to conduct detailed analysis and involve our community at the grassroots level. Board and commission members are appointed by and serve solely at the discretion of the City Council.

CITY MANAGER

The City Manager is the City's administrative head and is directly responsible to the City Council. The City Charter grants the City Manager a non-voting seat on the Council. This allows the City Manager to take part in Council discussions. The City Manager implements Council policies and directives and makes recommendations to the Council on measures necessary for the efficient and effective operation of municipal services. It is the Manager's responsibility to direct the preparation of the City's annual budget and submit it to the Council.

for approval. In addition, the City Manager oversees the day-to-day operation of the City and directs the activities of City employees.

CITY ATTORNEY

The City Council also appoints the City Attorney. The City Attorney's Office serves as the legal branch of the City, representing the City's legal interests and rights, providing legal advice, and prosecuting criminal complaints. Among other things, the City Attorney's office drafts and reviews the City's legal documents and issues legal opinions.

CITY CLERK

The City Clerk is appointed by the City Manager with the approval of the Council. The Clerk conducts City elections, ensures compliance with the Open Meeting Law, and maintains the official records of the City. The City Clerk administers the City's board and commission program and conducts board and commission member training, as well as maintaining membership rosters for the City's boards and commissions and processing board and commission applications. Be sure to provide any changes in your contact information as soon as possible to the Clerk's Office so that your record is accurate.

CITY DIVISIONS

The primary City divisions are: Administration, Community Development, Economic Vitality, Fire, Management Services, Police, Public Works, Utilities, the City Attorney's Office and Municipal Court. You will find that your board or commission works very closely with at least one city division, if not more.

MEMBERSHIP ON CITY BOARDS AND COMMISSIONS

GENERAL

The strength of the boards and commissions lies in their ability to provide detailed review of specific issues and to increase public input and citizen participation in the determination of City policies and procedures. This process provides an opportunity for further public discussion and gives the City Council a broader base of information on which to formulate decisions. As a result, boards and commissions are an important governmental structure for generating broad public input and recommendations to the City Council.

Boards and commissions are established and may be dissolved by the City Council. With few exceptions specified herein, boards and commissions are advisory to the City Council. All actions taken by a board or commission are advisory to the City Council, except as specified by State law or City ordinance.

As an advisory body, a board or commission shall not take independent action to represent a position or opinion, whether or not related to its responsibility pursuant to City ordinance, except by submitting an advisory recommendation to the City Council or as otherwise specified by State law or City ordinance. A board or commission member may express a personal opinion outside his or her role as a board or commission member, but he or she shall not represent himself/herself as a board or commission member or use the title of board or commission member in doing so.

The boards and commissions with authority to take non-advisory action consistent with State law or City ordinance are: Board of Adjustment, Building and Fire Code Board of Appeals, Planning and Zoning Commission, and Traffic Commission. Board and commission members on these bodies need to be careful to act only within the authority assigned to them by City ordinance.

Most board and commission actions will be advisory and based on staff report, public input, and group discussion. Board and commission members shall take care to ensure the public's business is conducted openly and that public input is expressed in public meeting or in writing and recorded as part of the record of deliberation. It is not appropriate for citizens who are the principal parties in interest or who have a financial stake in a forthcoming agenda item to meet in private, undisclosed meetings with commissioners. These discussions should occur at public meetings. Commissioners may, however, engage in information gathering outside the public meeting framework.

Board and commission recommendations are presented to the City Council by report prepared by staff including minutes of meetings or by request as approved by the full commission. The City Council reviews and considers the board or commission recommendation before making decisions; however, the final decision rests with the City Council.

Boards and commissions are accountable to the City Council on issues delegated to them by the Council, and the City Council may direct the method and time of its accomplishment.

Board and commission recommendations are important to the City Council; they are given substantial weight. Your work is fundamental to the Council's decision making process. The City Council has several options and may:

- Approve the recommendation.
- Change the provisions of a recommendation.
- Send a matter back for further consideration.
- Not accept the recommendation.

Only the City Council, or a person acting pursuant to the direction of the City Council, may issue a communication (verbal or written) which represents an official position of the City. This includes, but is not limited to, statements of support of or opposition to an issue, resolutions on any matter, directives or requests of any kind to external agencies or entities; or anything that remotely purports to be of official city import. In addition, boards and commissions may not make recommendations for elective candidates, or take a position on an election issue. Upon the request of the City Council, a board or commission shall advise the City Council on a matter. A board or commission may also submit to the City Council recommendations on matters within the scope of its mission as established by the City Council.

The mission of your board or commission is found in its establishing legislation (ordinance or resolution). Your commission should focus on issues that fall squarely within the umbrella of activities created for you by the City Council.

ROLES AND RESPONSIBILITIES

Appointed Board and Commission Members

It is the City Council's policy that an individual may serve on only one board or commission at any given time, although there are some limited exceptions to this rule. Commissioners serve at the discretion of the City Council and, like any other Council-appointed position, may be removed from office by an official vote.

Membership on the city's boards and commissions consists of seven (7) members unless otherwise required by state statute.

Most appointments to Flagstaff's boards, commissions, and committees are for three-year terms, unless an appointment is made for the balance of a member's term due to resignation, disqualification from office, or removal, or a different term length is set by state law. Under most circumstances, a board and commission member is eligible to serve two full terms. If the commissioner indicates his or her desire for reappointment at the expiration of the first term, the commissioner will be given consideration for reappointment.

In addition, the City's policy provides that board or commission members may continue to serve after term expiration until an appointment is made to replace them. Typically, however,

appointments are made as soon as possible when a commissioner becomes ineligible for another term. If your term limit on a commission has expired, you are eligible to serve on any other city board or commission. Once you have been off of a board/commission for one year, you are then eligible to reapply for consideration of appointment to any vacancy on said board/commission.

If eligible to serve a second term, a board or commission member may be considered for reappointment to a second term by notifying the staff liaison or City Clerk prior to the expiration of his/her term. Board and commission members seeking a second term are considered along with all other applicants for the vacant seat on the board or commission.

Other Representatives

A few boards and commissions have additional members who are not appointed by Council.

Cross Membership on Boards and Commissions

In some cases, a voting member from one city board or commission will serve on another board or commission. A commissioner whose membership is derived from a parent commission may not serve in the capacity of an officer on the secondary commission. The primary purpose of this provision is to equalize spheres of influence and maintain a level playing field for commissions who have a joint interest in a matter.

Officers

Most boards or commissions elect a Chairperson and Vice-Chair, usually on an annual basis. The Chairperson is the moderator of meetings and speaks on behalf of the commission when authorized by a majority of the members to do so. The chairperson may also review meeting agendas prior to their distribution and posting. The Vice-Chair serves in the absence of the Chairperson. Chairpersons and Vice-Chairpersons also have authority to call special meetings, as do a majority of the membership, when it is deemed necessary due to time constraints. Other than the above, officers have no additional duties than any other commission member.

Staff Liaison

The City Manager assigns a City staff member to work with each board or commission. Your staff liaison wears many hats and one of those is to provide support for your commission. Among other things, the staff liaison's role is to:

- Prepare meeting agendas with input from the commission, write and present staff reports and support paperwork to the board or commission prior to meeting time.
- Ensure compliance with Open Meeting Law requirements.
- Assist a commissioner in distributing information to the body of the commission according to proper protocols.
- Respond to commissioner requests for information related to commission business.

- Prepare letters or other missives of the commission and process them for review and approval by the Mayor.
- Facilitate interaction with other boards and commissions.
- Place items on a commission meeting agenda, in response to direction from the City Council or City Manager, a request from a commissioner or chairperson, a request for other boards and commissions, or as deemed necessary by the staff liaison.
- Coordinate requests for legal assistance with the City Attorney.
- Prepare commission recommendations to the City Council and make presentations to the City Council on behalf of the Commission.

The staff liaison also has authority to call special meetings, when necessary, to meet program directives for the board or commission.

Commissioners do not have authority over the work program of city staff. Rather, the liaison acts as an information resource and provides technical assistance. Board and commission members may not direct city staff in the performance of their commission-related activities, nor can they assign projects or direct the work of staff. A board or commission may request staff's assistance on various projects; however, the City Manager must approve all requests which create a substantial demand for a work product.

Subcommittees

Boards and Commissions may appoint subcommittees or advisory committees to work on various matters. Subcommittee or advisory committees cannot contain a quorum or more of parent commissioners. If a quorum or more of the parent commissioners attend a subcommittee or advisory committee meeting, it becomes a full-blown commission meeting and an appropriate agenda and minutes would be required. If the subcommittee or advisory committee is not limited to commission-only membership, the remaining members must be appointed by the City Council. Subcommittees and advisory committees are bound by the Arizona Open Meeting Law requirements, which means that agendas must duly be prepared and posted and minutes must be prepared. The sole purpose of subcommittees and advisory committees is to make recommendations to the main commission and they have no authority of their own.

Residency

The City Charter requires all board and commission members to be residents of the City of Flagstaff at the time of their appointment and for the full duration of their term in office. This means that your primary physical residence must be located within city limits and that you reside at that location. A board or commission member who moves out of town during a term of office is no longer eligible to serve on the board or commission. The only exception to this rule is the joint City/County Library Board where the County appoints two individuals who are County residents but who may or may not be residents of the City.

Meeting Attendance

The success of your board or commission depends on your active participation. A commission meeting cannot proceed without a quorum of members in attendance. Often a quorum is one

more than half of the full voting membership of a board or commission; however, some commissions have a different quorum requirement based upon the statutory or other language that defines the commission. Please check with your staff liaison to determine the number of commissioners that constitutes a quorum for your particular board or commission. Some establishing ordinances contain attendance requirements, while other commissions have adopted bylaws to clearly define attendance requirements. However, as a general rule, a board or commission may recommend to the City Council the dismissal of any citizen member who is absent for more than two consecutive regular meetings without prior notification. This same rule applies if a commission member is absent for more than thirty percent (30%) of all meetings during a twelve-month period.

Orientation

As a board and commission member, you are required to participate in at least one session of the city's board and commission training within your first three months in office. The city clerk's office will notify you as these sessions are scheduled. Additionally, at least one day prior to taking office members must sign an affirmation that they have read the open meeting law materials available online as required by state law. The city clerk's office will also provide, upon request, specific training sessions to boards and commissions to supplement formal orientations.

Qualifications

Occasionally a commission's organizational structure will require a member to have a specific qualification or background. For example, the Tourism Commission must have a specified number of members from the tourism industry; the members of the Audit Committee are usually Certified Public Accountants or have a strong accounting background, and the Youth Commission is comprised of middle and high school level students.

Membership Roster

The City Clerk maintains current membership rosters for all the City's official boards and commissions. If your home or work address or phone number changes, be sure to notify the Clerk's office as quickly as possible.

LAWS, REGULATIONS, AND POLICIES

GENERAL INFORMATION

This portion of the manual is devoted to helping you navigate the difficult waters that come with being a public official. Public agencies and public officials are bound by stricter standards than the private sector. Preparation for meetings, meeting decisions, discussion items, agendas, and commissioner conduct are all strictly regulated by state law. These statutes require compliance and they affect all government agencies. Non-compliance or willful disregard of these laws can result in painful consequences.

The two most important laws that you will face as a commissioner are Arizona's Open Meeting Law (Arizona Revised Statutes Title 38, Chapter 3, Article 3.1) and the Conflict of Interest Law (Arizona Revised Statutes, Title 38, Chapter 3, Article 8). Protecting the public and safeguarding the public process is at the core of these laws. Because they have a direct bearing on your board or commission's activities and your behavior as a commissioner, it is vitally important for you to become familiar with them.

With few exceptions, all boards and commissions meet on a regular basis. If a quorum is not in attendance, by definition, a meeting cannot be conducted. It is important that all, or a majority of, commissioners receive information and engage in discussion at the same time. This ensures a level playing field for commissioner members and the members of the public interested in the issue. In cases where a quorum is present at the beginning of the meeting but is lost due to attrition during the meeting, the meeting shall be concluded at the time of the departure of the commissioner whose absence results in the lack of a quorum.

OPEN MEETING LAW (A.R.S §38-431.09)

Arizona's Open Meeting Law states that:

"...It is the public policy of this state that meetings of public bodies be conducted openly and that notices and agendas be provided for such meetings which contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided...."

In other words, meetings shall be open to the public and all legal action, as well as the proposing and discussing of all such action, must take place during the public meeting. Further, only items on the agenda may be discussed. Regular or special meetings, work or study sessions, or other gatherings at which a quorum of the public body is present to discuss or decide the public body's business, must comply with the notice, agenda, and minute requirements and must be open to the public.

Boards and commissions must designate, in writing to the City Clerk, the place where meeting notices will be posted. Notices must state when and where the meeting will be held and list the items of business to be discussed. In most cases, a copy of the agenda can serve as the meeting notice so long as it contains all of the elements required in this section. These notices are prepared by your staff liaison and kept on file in the Clerk's Office for public inspection.

A minimum of 24-hour public notice to board and commission members and the general public is required for all public meetings unless an actual emergency exists. In addition to notice of the time, date, and place of each meeting, the Open Meeting Law requires a prepared agenda. Notices and agendas must contain enough information to inform the public of the matters to be discussed or decided. This does not permit the use of agenda items such as "new business" or "old business," unless the specific items of new and old business are listed. Once again, your staff liaison will make sure that your agendas are prepared and posted in accordance with the law as a matter of course.

All persons desiring to attend and listen to meetings must be accommodated. This may result in the need to move a meeting to a larger facility when an issue causes a large amount of public concern and many citizens wish to attend a meeting. Your staff liaison should be advised if you suspect that different accommodations will be required for a meeting because of larger than normal public interest.

Actions taken at a meeting held in violation of the Open Meeting Law are null and void unless ratified within 30 days of discovery and notice and a detailed description is given at least 72 hours prior to the meeting to ratify the non-complying action(s).

The Open Meeting Law requires minutes for all meetings. At a minimum, minutes must contain the date, time, and location of the meeting; a list of governing board members in attendance and those members who are not in attendance; a description of the topic(s) under discussion and/or consideration; the name of each person "making statements or presenting material to the public body;" all first and second motions, along with the person's name who made the motion; and a numerical breakdown of the vote. Either written minutes or an audio recording of a public meeting must be available for the public within three working days after the meeting, and must be posted on the City's website within this same period of time. Written minutes that have not yet been approved should be marked "draft" before being made available for public inspection.

Practices such as polling individual members to reach a decision prior to the meeting are prohibited. If the public body or its presiding officer appoints a committee or subcommittee to study a particular issue, the law also governs the meetings of the committee or subcommittee. This is true regardless of the composition of the committee or subcommittee.

Whether oral, written or e-mail, discussion and deliberation between less than a quorum of members for the purposes of circumventing the Open Meeting Law is a violation of the law. The City of Flagstaff recommends that two or more commissioners may not engage in discussion for the purpose of influencing the outcome of a decision of a board or commission. The effect of one vote curried in a private setting may alter the course of a commission's ultimate decision and this violates the spirit of the Open Meeting Law. Observance of this recommendation will remove commissioners from dangerous environs and protect them from censure.

To avoid pitfalls associated with Arizona's Open Meeting Law, information and materials that a commissioner wishes to share with members of his/her commission should be provided to the staff liaison for distribution to the commission at open meeting or should be distributed by the commissioner at an open meeting with sufficient copies for those in attendance. Discussion is to be limited to public sessions in keeping with the spirit of the Open Meeting Law. This means that the public's business is to be conducted in public.

A board or commission agenda may include a "Call to the Public" to designate a part of the meeting for the public to address the board or commission on items that are not on the prepared agenda. Following an open call to the public, members of a public body may respond to criticism raised, ask staff to review a matter raised or ask that a matter raised be put on a future agenda. However, neither discussion nor action may occur on issues that are not on the agenda.

On a rare occasion, a board or commission may convene for an executive session. Executive sessions shall not be held without the prior consent of the City Attorney. Executive sessions must meet the minimum 24-hour posting requirement and agendas, again, must inform the public of the matters under consideration. Bodies are allowed to convene in executive session only under seven auspices. The most likely topic of an executive session involving a board or commission would be to consult with the City's attorneys. Occasionally, the City Council will request a joint executive session with a board or commission. Executive sessions are not open to the public and no formal action is taken. In addition, the particulars of executive sessions matters are confidential and may not be discussed with anyone.

Arizona's Open Meeting Law includes penalty provisions for violations. Anyone affected by an "illegal action" can file suit in Superior Court. If the Court finds that the Open Meeting Law has been violated, it may levy a fine of up to \$500 against the commissioner(s) for each violation. The commissioner as an individual, and not the municipality, must pay the fine. The commission member is also subject to removal from office.

The Arizona Attorney General has published an "Agency Handbook" on its website. Chapter 7 is devoted to public agency duties and responsibilities under the Open Meeting Law. If you would like to view this information, you can visit the Attorney General's website at: <https://www.azag.gov/sites/default/files/sites/all/docs/agency-handbook/ch07.pdf>. This document is fully linked for your convenience and is also available on the City's website under City Hall/Agendas & Minutes/City Council/Meetings.

If violations of the Open Meeting Law continue to occur after admonishments to a commission, any of its members, or the staff liaison in conjunction with the commission or its members, a formal complaint may be filed with the Arizona Attorney General's office to seek compliance in order to protect the best interests of the community and the City of Flagstaff.

E-MAIL AND OTHER COMMUNICATIONS AMONG COMMISSIONERS OUTSIDE A PUBLIC MEETING

Communications can occur among commission members in a variety of ways in other than a public setting: face-to-face, in writing, over the telephone and through the use of e-mail. The Attorney General's Office is enforcing the Open Meeting Law to prohibit the use of e-mail between a quorum of the members of a public body where public matters are discussed, considering such e-mail discussion to be a "meeting" held in violation of the Open Meeting Law.

E-mail (or electronic) communications can constitute a "meeting". The public does not have access to commissioners' e-mail, so when members of a public body begin having discussions by electronic or telephonic communication, it can result in Open Meeting Law violations. In addition, the staff liaison or other staff member is not allowed to communicate

the various positions of commissioners to each other. Once a commissioner commits to written form a communication related to commission business, that record no longer belongs to the commissioner as an individual, but becomes part of the public domain. Anyone involved in sending messages back and forth which even discuss possible action or propose a formal action are breaking the law—the same as if the commissioners had met together in a private meeting.

Finally, anything you commit to in writing pertaining to commission business is a public record and must be produced in response to a public information request.

It is important to emphasize the City's policy that communications among commissioners outside of the public meeting setting should first be forwarded to the staff liaison who will distribute the information according to proper protocols.

CONFLICT OF INTEREST LAW (ARS §38-503)

Conflict of interest laws are written to protect the public's interests, primarily, but they also provide protections for the public agency and for you.

It is a felony if you knowingly or intentionally violate the Conflict of Interest Law. A negligent or reckless violation is a misdemeanor. You can also be prosecuted for failing to disclose a conflict that you did not know about but should have. You have to be alert to this possibility and make all reasonable efforts to identify potential conflicts.

The Conflict of Interest Law applies to all public officers, including board and commission members, and employees of incorporated cities and towns. It can also apply to relatives of public officers and employees. Generally, all City employees and elected and appointed officials must be constantly on guard against conflicts of interest. Because there are severe penalties for violating the Conflict of Interest Law, you should understand your obligations, liabilities, and rights.

The Conflict of Interest Law distinguishes between interests that are "remote" and those that are "substantial". Remote interests are considered so minor that they do not constitute legitimate conflicts of interest. Any pecuniary or proprietary interest that is not remote is a "substantial" interest and does constitute a conflict of interest.

Remote Interest

If you have a remote interest in a matter, then you can still vote and participate in the discussion of your board or commission. For a public officer or employee, or a relative of a public officer or employee, a remote interest is:

1. A non-salaried officer of a non-profit corporation doing business with or requesting money from the City.
2. The landlord or tenant of a contracting party. (For example, an advisory board member may lease office space to a party with a private interest in a public matter without it resulting in a conflict of interest.)
3. An attorney whose client is a contracting party.

4. A member of a non-profit cooperative marketing association doing business with the City.
5. The owner of less than three percent of the shares of a corporation doing business with the City, provided that:
 - a. the total annual income from dividends, including the value of stock dividends, does not exceed five percent of the officer's or employee's total annual income; and
 - b. any other payments made to the officer or employee by the corporation do not exceed five percent of the officer's or employee's total annual income.
6. Being reimbursed for actual and necessary expenses incurred in performance of official duties.
7. Receiving municipal services on the same terms and conditions as if you were not an officer or employee of the municipality. (For example, when a Councilmember who owns a business within the City votes for or against an increase in the business license tax, a conflict would not exist because this action would apply to all businesses in the corporate limits.)
8. An officer or employee of another political subdivision, a public agency or another political subdivision, or any other public agency voting on a contract or decision which would not confer a direct economic benefit or detriment upon the officer. Thus, a Councilmember who is a schoolteacher may vote to enter into an intergovernmental agreement with the school district, unless such agreement would confer some direct economic benefit, such as a salary increase, upon the Councilmember.
9. A member of a trade, business, occupation, profession, or class of persons who has no greater interest than the other members of similar trades, businesses, occupations, professions, or classes of persons. (For example, a plumber who serves on the City Council may vote to increase or decrease plumbing inspection fees since the effect of this decision will be equal on all plumbers within the City.)

Substantial Interest

When a substantial conflict of interest exists, you must remove yourself from the commission discussion and decision on the item. A substantial conflict generally involves a monetary (salaried) or ownership relationship with a private entity doing business with the city. This kind of conflict of interest requires you to identify a conflict of interest publicly on the record and to refrain from discussion, vote, or any attempt to influence the decision.

If you are the chairperson and you declare a conflict of interest, you must hand the conduct of the meeting over to your vice-chair and leave the podium. It is inappropriate for the Chairperson to preside over a matter when the chair has declared a conflict of interest.

A substantial conflict of interest is defined as any pecuniary (monetary) or proprietary (ownership) interest that is not remote. In general, a conflict of interest exists when an officer or employee of the City is involved in substantial ownership or salaried employment with a private corporation doing business with the City. For example, if a Councilmember owns or is employed by a lumberyard selling to the City, a conflict may exist. On the other hand, if the Councilmember is the lawyer of the lumberyard, or if the Councilmember leased land to the lumberyard, a conflict may not exist.

A public officer or an employee may sell equipment, material, supplies, or services to the municipality in which the officer or employee serves if this is done through an award or contract let after public competitive bidding. However, the City officer or employee would not be able to influence the bidding process in any way and must make known such interest in the official records of the City.

The Conflict of Interest Law also contains the following restrictions on the activities of public officers:

- When a public officer has exercised "administrative discretion" in an issue, that officer or employee cannot receive compensation if representing another person before an agency of the City on the same issue. This restriction extends to twelve months after termination of office or employment with the city or town.
- A public officer cannot use confidential information obtained during the term of office or employment for personal gain.
- A public officer cannot receive any compensation for performance of services in any case, special proceeding, application, or other matter pending before any agency of the City. This does not apply, however, to ministerial functions such as filing or amending tax forms, applying for permits, licenses, or other documents.
- A public officer cannot use his or her position to obtain anything of value that would normally not be received in the performance of official duties. Something is considered of "value" when it exerts a "substantial and improper" influence on the duties of the public official.

A conflict of interest also occurs when a public officer or employee has the opportunity to perform some act or participate in making a decision in an official capacity that might affect an economic interest of either themselves or their relatives.

To help you decide if you have a conflict, ask yourself three questions:

- Will my decision have a positive or negative impact on an interest of my relative's or mine?
- Do I have a monetary or ownership interest in the matter?
- Is my interest other than one of the designated remote interests?

If you find that you have a substantial conflict of interest, you must:

1. Refrain from voting or in any way influencing the decision.
2. Make the conflict of interest known in the official records of the City by declaring at the board or commission meeting that a conflict of interest exists so that the declaration can be officially entered into the minutes.
3. Leave the table or the room until the item is discussed and acted upon.
4. File a conflict of interest disclosure statement with the City Clerk's office that describes the nature of the conflict.

Public Perception and the Appearance of a Conflict of Interest

On occasion, a member of the public, or even a fellow commission member may believe that you have a conflict of interest, when you do not. These are some additional filters to help you determine if you do, indeed, have a conflict of interest:

1. Is there **sufficient appearance of a connection** between you and the subject matter that your continued participation in the issue **would harm your ongoing credibility, that of your board or commission and/or the ongoing credibility of the City?**
2. Is the accusation reasonably grounded or is it a flight of fancy?
3. Does the accuser stand to gain something by your withdrawal from the discussion?

Public perception is not a sufficient basis alone upon which to determine whether or not a conflict of interest occurs. Citizens, by and large, are not familiar with conflict of interest laws. Citizens have also been known to try to use a “conflict of interest” argument to keep a public official from voting on a matter when that citizen did not agree with the public official’s position or vote.

If you have an appearance of a conflict of interest, or you are not sure whether or not you have a conflict, you may request a finding. The appropriate protocol is to address the matter with your staff liaison, in writing or verbally, who will then forward it to the City Manager for disposition.

Prohibited Acts Within a Year After Leaving Public Office

It is possible to violate the Conflict of Interest Law even after leaving public office. Within a year after leaving office, former public officials may not:

- Receive or accept compensation when representing any private person or entity before the city on an issue that was discussed during the term of office.
- Use confidential information obtained during the term of office for personal gain.
- Receive any compensation in any special matter pending before any agency of the City (with the exception of administrative actions such as filing routine forms, routine applications for permits, licenses, etc.)

Misusing a Declaration of Conflict of Interest

The conflict of interest argument can be misused, as well. It should never be raised as a way to escape accountability for a vote, to avoid taking a stand on a controversial issue, or to appease an unfounded public perception. You are appointed to do much of the homework for the City Council and to make informed and unbiased recommendations to the City Council. It is important that you fulfill this obligation. It cannot be emphasized enough that the success of your board or commission depends on your active participation. Regular and frequent “conflicting out” of your board or commission’s business may limit your effectiveness as a commissioner.

CODE OF CONDUCT

Your conduct as a board or commission member is very important. It can strengthen or undermine the credibility of your board or commission and the decisions or recommendations that it makes. A commission member's statements and actions assume special significance and, if not responsibly discharged, could be detrimental to the City's best interests. In addition, improprieties of a board or commission member can have a legal impact on the City.

For these reasons, all board and commission members are required to attend an orientation workshop as a condition of appointment. In addition, each board and commission member is asked to observe the following guidelines.

As an official member of the City of Flagstaff team, City policies apply to board and commission members.

A public process has been established for commission recommendations and decisions to be presented to the City Council in public meetings. Individual commission members should not meet jointly or separately with members of the City Council on matters of commission business. However, this provision is not meant to deprive the commissioner, as a citizen, of the right to meet with any member of the City Council on any other matter. Private meetings with City Councilmembers can be interpreted as attempting to influence the outcome of a vote of the City Council prior to a matter coming to the Council at an open meeting. Not only is it illegal for commissioners to discuss commission business with each other behind the scenes, but discussing commission business behind the scenes with City Councilmembers could also lead City Councilmembers into violations of the Open Meeting Law if the item is forthcoming on a Council meeting agenda, particularly if a commissioner conveys information from one Councilmember to another, as the Open Meeting Law prohibits Councilmembers and commissioners from communicating through an intermediary.

As a member of a board or commission, you do not lose your rights as a private citizen. However, you may not use your official title or make any statement as a representative or member of your commission to influence an election, further a personal position, or for personal benefit. Under City policy, you are not allowed to make unauthorized statements as a representative of your commission. Your title belongs to the City and is to be used when you are engaged in official business of the City such as at public meetings.

The City of Flagstaff has adopted a mission and values statement that pertains to all of its municipal officers, officials, and employees. It states that:

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

Some of the values needed to achieve this goal are:

- Accountability
- Honesty
- Responsibility
- Cost consciousness
- Teamwork in partnership with citizens
- Problem solving.

As a public official of the City of Flagstaff, these ideals apply to you.

Along the way, commissioners may find themselves facing ethical dilemmas. Matters of ethics are often difficult to detect. It is important that you make every possible step to preserve the public perception of your ethics and values. What you do in any given situation is a reflection upon the organization as a whole. The values you hold will greatly influence your behavior when you are confronted with an ethical question.

People are quick to judge by appearance. During meetings and at official public functions, your words and actions will come under intense public scrutiny. Your public behavior is a statement about the democratic process in the City of Flagstaff. It is also a reflection on the way the City of Flagstaff conducts its business. Consequently, you should consider ethical questions through the “filter” of public perception.

If you have a question on an ethical issue, contact your staff liaison before the meeting and take no position on the issue until you have resolved the dilemma. It is very important to act in an appropriate manner at all times.

Gift giving is one of the most common ethical situations that come into play with public officials. Some gifts are harmless and have no hidden meaning while others are subtly, or even overtly, meant to influence your behavior and vote. If a citizen or some other entity tenders you a gift, it may be helpful to ask the following questions in whether or not you should accept the gift:

1. Is the giver associated with an individual or organization involved with a past, present, or future matter that has been considered or will be considered by your board or commission?
2. Does the giver expect something in return?
3. Is the gift of more than nominal value?
4. Would someone question your integrity and values if they knew about the gift?

If your answer is “yes” to even one of these questions, then you should not accept the item regardless of whether or not it is innocent in intent.

Create a good impression of city government. Your conduct and performance is a picture in the eyes of the public of the way the city is run. It should be as pleasant and comforting a picture as possible.

- Be knowledgeable about the process and procedures of municipal government and the specific responsibilities associated with being a member of your board or commission.
- Avoid making recommendations or expressing views that have not been approved by a majority of the members of the board or commission you represent without clearly indicating that you are speaking as a private citizen.
- Public statements should contain no promises to the public that may be construed to be binding on the board or commission, staff, or City Council.
- When making a public statement, stress that the commission actions are recommendations and that final action will be taken by the City Council. Or, in the

case of the few boards and commissions with decision-making authority, are subject to appeal to the City Council.

- Attend the meetings of your board or commission. Be sure to arrive promptly and stay until all business has been concluded.
- Conduct official business in a fair, objective, and professional manner.
- Be respectful of others.
- Listen to what others have to say, including those with whom you disagree.
- Place the public welfare ahead of your own.
- Conduct the public's business in public.
- Make recommendations and/or decisions in the best, long-term interest of Flagstaff citizens as a whole.
- Be informed about issues having a direct relation to the board or commission you represent.
- Maintain a good relationship with the public, City Council, City staff, and other commission members.
- City of Flagstaff elections are non-partisan. Do not use your appointed office or title to conduct political activities.
- Act lawfully, as well as within the spirit of the law, including those laws that apply directly to your role as a board or commission member.

MEETINGS

AGENDAS

As discussed in the section on Arizona's Open Meeting Law, boards and commissions are required to prepare and post agendas for their meetings. Boards and commissions may establish deadlines within which to place items on an agenda in order to allow sufficient time for the agenda to be prepared, posted, and distributed to the commissioners. Items are placed on agendas in a variety of ways:

- In response to direction from the City Council.
- In response to a directive from the City Manager.
- As requested by any commissioner at a public meeting.
- In response to a request from the chairperson.
- As deemed necessary by the staff liaison.
- As requested by other boards and commissions.

Requested agenda items will be placed on an agenda as the associated work can be completed by the staff liaison.

Agendas are necessary to the conduct of a meeting and they inform the commission and the public of items that will be discussed. Items must be stated in a sufficiently clear way as to identify the subject matter and potential action(s) that can be taken. Placing an item on an agenda allows a commission to discuss and possibly act on an item.

SPECIAL RULES

STATE AND LOCAL RULES

Established guidelines and rules are essential to a productive and successful meeting. The City Council has established a successful format for conducting business at Council meetings and boards and commissions should follow those guidelines in conducting their own meetings. The City Council is bound first by the Arizona Revised Statutes, in particular the Open Meeting Law. The Flagstaff City Charter also establishes rules regarding the conduct and meetings of the City Council and is the local legal authority on several aspects of meeting activity.

The Charter of the City of Flagstaff provides that, in the absence of a conflict of interest, an abstention is counted as an affirmative vote:

"No member of the Council present at any meeting shall be excused from voting, except in matters involving the consideration of their own official conduct. In all other cases, a failure to vote shall be entered on the minutes as an affirmative vote."

When a refusal to vote occurs, it is entered on the minutes as an affirmative vote with no explanation. The no-vote or abstention clause is intended to provide an incentive to vote. The

provision also protects the public process and ensures that, at a minimum, a majority of members present at a meeting vote on an issue.

Following the form outlined in the Charter, the chairperson role is similar to that of the Mayor. A chairperson is a regular voting member of the commission. The chairperson may call a special meeting when deemed necessary. The chairperson also presides over meetings and acts as spokesperson for the commission when appropriate. As with the City Council, citizens may petition a commission to have an item placed on an agenda and the item is to be placed on the next available agenda, if possible.

RULES OF PROCEDURE

The provisions in this manual are designed to follow closely the rules and regulations established by the City Council and apply to all boards and commissions.

Of particular interest and application to Flagstaff's boards and commissions are the following rules regarding Meeting Decorum and Order, Right of Appeal from the Chair, Public Participation in Commission Discussions, and Rules Governing Motions by the Council. Adopted from the City Council's Rules of Procedure, wherever necessary, the language has been revised to fit boards and commissions.

MEETING DECORUM AND ORDER

Decorum and Order among Commissioners

The Chair shall preserve decorum and decide all questions of order, subject to appeal to the commission. During commission meetings, commissioners shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the rules of the Commission. Every commissioner desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the question under debate and shall avoid all personal attacks and indecorous language. A commissioner once recognized shall not be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another commissioner. If a commissioner is called to order while he or she is speaking, he or she shall cease speaking immediately until the question of order is determined. If ruled to be out of order, he or she shall remain silent or shall alter his or her remarks so as to comply with the rules of the commission. Commissioners shall confine their questions to the particular issues before the commission. If the Chair fails to act, any member may move to require him or her to enforce the rules and the affirmative vote of the majority of the commission shall require the Chair to act.

Decorum and Order among Citizen Participants

Citizens attending commission meetings shall also observe the same rules of propriety, decorum, and good conduct applicable to members of the commission. Any person who causes a disturbance while attending a commission meeting, may be removed from the room if so directed by the Chair. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations that cause a disturbance shall not be permitted by the Chair, who may direct the sergeant-at-arms to remove such offenders from the room. Should the Chair fail to act, any member of the commission may move to require the Chair to enforce the rules, and the affirmative vote of the majority of the commission shall require the

Chair to act. Any member of the public desiring to address the commission shall be recognized by the Chair, shall state his or her name and address in an audible tone for the record, and shall limit his or her remarks to the questions under discussion. Any remarks shall be addressed to the Chair and to any or all members of the commission.

CIVILITY AT MEETINGS

It is the chairperson's responsibility to maintain meeting civility, whether or not it is at the commissioner level, staff level, or audience level. Meetings should be conducted in a professional manner so that a commission's business is accomplished in a fair, impartial, and orderly manner. Inappropriate meeting conduct by both the participants and audience sets the example and tone for how the rest of the meeting will take place. Occasionally, a chairperson will be required to take steps to maintain control of the meeting by intervening in a controversial discussion and to bring control of the meeting back to the podium.

The Chairperson should not allow outbursts from the audience. Members of the audience should be reminded that, when it is their time to speak, they must address the board or commission, and not the city employee, consultant working on a project, or other citizens. When a member of the audience or the speaker at the podium displays hostile behavior toward the commission, city staff, paid consultant, or other citizens, it should be corrected in order to maintain control of the meeting.

Should the commission find itself in a meeting where emotions run high, the Chairperson is encouraged to, and has the authority to, take any of the following actions:

- Remind the speaker that comments are to be confined to the issue at hand and there are to be no attacks on any participant in the meeting.
- Cut off the speaker's remaining time.
- Revoke the speaker's speaking privilege.
- Remove a speaker from who is causing a disturbance at the meeting.
- Remind the audience that outbursts from the audience will not be allowed.
- Advise the audience that a 10-minute recess will be called if audience members do not refrain from catcalls and outbursts.
- Call a 10-minute recess and advise the audience that, when the meeting reconvenes, if hostilities and displays do not cease, the meeting will be continued to another date and time.
- Reconvene the meeting or continue the meeting to another night.

The audience should clearly understand that it is their behavior that dictates whether or not the meeting will proceed or be continued to another date.

RIGHT OF APPEAL FROM THE CHAIR

Process for Appeal

Any member may appeal to the commission from a ruling of the Chair. If the appeal is seconded, the member making the appeal may briefly state his or her reason for the same, and the Chair may briefly explain the Chair's ruling. There shall be no debate on the appeal, and no other member shall participate in the discussion. The Chair shall then put the question,

"Shall the decision of the Chair be sustained?" If a majority of the members present vote "aye", the ruling of the Chair is sustained; otherwise, it is overruled.

PUBLIC PARTICIPATION IN COMMISSION DISCUSSIONS

Call to the Public

Commissions may make an open call to the public to allow individuals to speak up on any issue within its jurisdiction, however, commission members may not discuss or take action on matters raised during the call to the public that are not specifically identified on the agenda. Commission members may respond to criticism and/or ask that the matter be taken under review or placed on a future agenda.

Agendas should contain language that explains why commission members cannot respond and what the options are so that the public knows in advance what to expect.

Regular Agenda Items

Public participants may address the commission on agenda items. The Chair must recognize the person before that person may address the public body and the speaker must identify his or her name and city of residence for the record. He or she shall limit his or her remarks to the matter under discussion and shall address his or her remarks to the Chair. The Chair shall limit the period of speaking to a reasonable period of time as specified by, and at the discretion of, the Chair.

Public Hearings

In the case of a public hearing, the Chair shall announce prior to such hearing the total time limit to be allowed for public debate, depending upon the circumstances and public attendance. The Chair shall also announce the time limits for each speaker (normally no more than five minutes), and the number of times each speaker will be heard from during the public hearing (generally no more than twice, although the Chair may limit each speaker to one time where time constraints or the number of persons desiring to speak on an issue dictate otherwise). These rules will be announced with majority consent of the commission present. This rule will not preclude questions from members of the commission to the speaker where it is deemed necessary for purposes of clarification or understanding, but not for purposes of debate or argument.

Quasi-Judicial Hearings

The Open Meeting Law defines a quasi-judicial body as "a public body, other than a court of law, possessing the power to hold hearings on disputed matters between a private person and a public agency and to make decisions in the general manner of a court regarding such disputed claims." Contested proceedings or quasi-judicial or adjudicatory proceedings conducted by public bodies are subject to all of the requirements of the Open Meeting Law, as well as a number of additional due process requirements. These due process requirements include: no ex-parte communication and an opportunity for the person to present their case

through witnesses, cross-examination, and argument. Robert's Rules are difficult to apply to quasi-judicial hearings, and separate rules for such hearings may be necessary.

Limits on Public Participation

Members of the public are limited to addressing the public body once on each item. They may not approach the chair multiple times. If an individual's issue cannot be addressed within the allotted time, the individual may submit additional written comments. If a commission member engages the speaker in discussion, the clock will be stopped and the speaker will not be penalized for the time spent answering the commissioner or for the commissioner's time in talking to the speaker.

Further, the public is expected to display courteous behavior. Inappropriate behavior is subject to forfeiture of allotted time to speak and may result in removal from the meeting.

RULES GOVERNING MOTIONS BY THE COMMISSION

Motion to be Stated by the Chair – Withdrawal

When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.

Motion to Suspend Rules

Suspension of these rules requires a majority consent of the commissioners present. A motion to suspend may not be made while another motion is pending unless it directly applies to the pending motion.

Motion to Change Order of Agenda

The Chair may, at his or her discretion, or shall, upon the majority vote of commissioners present, change the order of the agenda. However, caution should be given to not changing the order to circumvent the Open Meeting Law.

Motion to Postpone

A motion to postpone is in order when an item is rescheduled to a time certain, when it is delayed with conditions, or when the matter is intended to be disposed of without action. If the motion prevails, the *item shall return for commission action at the meeting specified or in accordance with the conditions established in the postponement*. A motion to postpone may be debated prior to vote, but no other motion, including a motion to amend, may be offered until the vote is taken and only if the motion to postpone fails.

A motion to postpone indefinitely, if it receives a majority vote, effectively extinguishes an item.

Motion to Table

A motion to lay on the table shall preclude all amendments or debate on the subject under consideration and is used to delay discussion on an item until later in the meeting or until the

next meeting. Neither the motion on the table or other business can be discussed, until a vote has been taken on the motion. If the motion prevails, the consideration of the subject may be resumed only upon motion of a member voting with the majority of the members present. To take a motion off the table at the same or immediately succeeding meeting, a motion and second must be made to take the item off the table, and it must pass by majority vote. If not revived by the adjournment of the immediately succeeding meeting, the matter is considered to be dead.

Motion to Divide the Question

If the question contains two or more divisionable propositions, the Chair may, and upon request of a member, shall divide the same.

Motion to Amend

On a motion to amend or “strike out and insert”, the motion shall be made so that the intent of the amendment is clear to the commission and public, and for the record.

Motion to Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

Motion to Reconsider

After the decision on any question, any member who voted with the majority may move a reconsideration of any action at the same or the next succeeding meeting, provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before the final execution thereof. A motion to reconsider shall require the same number of votes as is required to adopt an ordinance or resolution. After a motion for reconsideration has once been acted on, no other motion for a reconsideration thereof shall be made without unanimous consent.

Motion for Roll Call Vote

Any commissioner may request a roll call vote, or the Chair may ask for a roll call vote for purposes of clarifying a vote for the record. The roll may be called for yeas and nays upon any questions before the commission. Unless allowed by the Chair, it shall be out of order for members to explain their vote during the roll call, or to engage in additional debate or discussion on the subject after the vote is taken.

ROBERT’S RULES OF ORDER

The City Council has adopted Robert’s Rules of Order as its parliamentary authority. Robert Rules of Order contains within itself a provision that identifies itself as the last in the line of

authority and last in the order of precedence. Thus, Robert's Rules should be the last authority, after all other existing authorities have been exhausted. If there is any conflict between Robert's Rules of Order and other laws or adopted rules, the other regulations control. The City Council's Rules of Procedure state, in Rule 11, Section 11.04, that:

"Robert's Rules of Order, latest edition, shall govern the [commission] in all cases to which they are applicable, provided they are not in conflict with these rules or with the Charter of the City of Flagstaff or the laws of the State of Arizona."

It is important to remember that Robert's Rules of Order is a guide for conducting the business of a meeting and it is not the law. The only required actions to make an item legal are a motion, a second, and a vote. Within that motion, second, and vote, intent must be clear and those who vote on the matter must clearly understand the intent. Robert's Rules provides formulas for the sequencing of different kinds of motions and an orderly rule for conducting a meeting. However, if a motion is plainly made, a second to the motion is placed on the record, and the voting participants understand the effect of their vote and support the outcome of the motion, it will stand up on its own even if it does not follow the letter of Robert's Rules.

Roberts Rules of Order establishes a fair and impartial process for commissions to conduct their business and it ensures that members get their say. A condensed version of Robert's Rules is included with this manual for your reference.

CONDUCTING A SUCCESSFUL MEETING

When representing and dealing with public concerns, fairness should be everyone's goal. Not everyone will be satisfied with the outcome of every decision your board or commission makes. However, equal treatment during the decision making process will leave most participants satisfied that they were treated fairly. To ensure every citizen receives fair and equitable treatment, meetings will benefit from the consistent application of the following guidelines for conducting a successful meeting:

GUIDELINES FOR CONDUCTING A SUCCESSFUL MEETING

1. Give adequate and timely notice of all meetings.
2. Start and end each meeting on time.
3. Conduct all meetings in accordance with the Open Meeting Law, the City Charter, Council Rules of Procedure, and "Robert's Rules of Order."
4. Follow a published agenda—supply enough copies of the agenda for everyone attending the meeting.
5. Ensure the place that you hold meetings can accommodate all members of the public who wish to attend.
6. Limit the agenda to the number of topics that can be dealt with in the time allotted.
7. Allow time for discussion and comment and notify speakers in advance of the amount of time they will have to speak.
8. Announce the meeting format to the participants at the beginning of each meeting or, in some cases, portions thereof.
9. Cover the most urgent subjects first.
10. Let everyone be heard.

11. All speakers must be asked to identify themselves (name and city of residence) for the record.
12. The Chairperson should facilitate the meeting so that no one person dominates the discussion.
13. Discuss the pros and cons of an issue after everyone has had an opportunity to present his/her point of view.
14. Try to keep your comments and questions neutral, focusing on the facts presented to you.
15. Direct your attention to the speaker, issue, or task at hand--do not be distracted by minor points.
16. Make decisions based on fact.
17. Avoid conflicts of interest (see Page 14).
18. Bring issues to a vote, with each member having the opportunity to explain his/her decision/point of view (if appropriate).
19. For the benefit of the audience and participants, announce the voting results after each vote is taken.
20. Keep records of all actions taken.
21. Adjourn the meeting promptly when all business has been concluded.

REMOVAL FROM APPOINTED OFFICE

Commissioners serve at the discretion of the City Council and, like any other Council-appointed position, may be removed from office by an official vote of the City Council. On a rare occasion, circumstances surrounding the conduct of a commissioner may necessitate disciplinary action. Following are examples of activities that can precipitate admonishment or removal from office:

- Violation of the Open Meeting Law
- Refusal to sign the Official Oath of Office
- More than two consecutive unexcused absences from regularly scheduled commission meetings
- A 30% absenteeism rate or more from regularly scheduled commission meetings
- Persistent or willful violation of the Conflict of Interest Law
- Conduct jeopardizing the City's and community's best interests
- Rude, abusive, slanderous, and/or disrespectful behavior directed at the public, city staff, or members of the City Council
- Failure or refusal to participate in board and commission member training within a year of appointment, or when directed by the City Council, City Manager, or City Attorney
- Violation of City policies
- Unethical behavior
- Using your status as a City official (board or commission member) in an attempt to influence the outcome of an election
- Using your title as a City commissioner for personal purposes, to influence an election, or other unsanctioned activities not related to official commission business
- Willful non-compliance with the provisions of this manual
- Fraud, collusion, or coercion
- Inefficiency, neglect of duty, or malfeasance in office

APPENDIX A

ARIZONA OPEN MEETING LAW ARS 38-431 As of 03/04/2013

38-431. Definitions

In this article, unless the context otherwise requires:

1. "Advisory committee" or "subcommittee" means any entity, however designated, that is officially established, on motion and order of a public body or by the presiding officer of the public body, and whose members have been appointed for the specific purpose of making a recommendation concerning a decision to be made or considered or a course of conduct to be taken or considered by the public body.
2. "Executive session" means a gathering of a quorum of members of a public body from which the public is excluded for one or more of the reasons prescribed in section 38-431.03. In addition to the members of the public body, officers, appointees and employees as provided in section 38-431.03 and the auditor general as provided in section 41-1279.04, only individuals whose presence is reasonably necessary in order for the public body to carry out its executive session responsibilities may attend the executive session.
3. "Legal action" means a collective decision, commitment or promise made by a public body pursuant to the constitution, the public body's charter, bylaws or specified scope of appointment and the laws of this state.
4. "Meeting" means the gathering, in person or through technological devices, of a quorum of members of a public body at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to such action.
5. "Political subdivision" means all political subdivisions of this state, including without limitation all counties, cities and towns, school districts and special districts.
6. "Public body" means the legislature, all boards and commissions of this state or political subdivisions, all multimember governing bodies of departments, agencies, institutions and instrumentalities of this state or political subdivisions, including without limitation all corporations and other instrumentalities whose boards of directors are appointed or elected by this state or political subdivision. Public body includes all quasi-judicial bodies and all standing, special or advisory committees or subcommittees of, or appointed by, the public body. Public body includes all commissions and other public entities established by the Arizona Constitution or by way of

ballot initiative, including the independent redistricting commission, and this article applies except and only to the extent that specific constitutional provisions supersede this article.

7. "Quasi-judicial body" means a public body, other than a court of law, possessing the power to hold hearings on disputed matters between a private person and a public agency and to make decisions in the general manner of a court regarding such disputed claims.

38-431.01. Meetings shall be open to the public

- A. All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting.
- B. All public bodies shall provide for the taking of written minutes or a recording of all their meetings, including executive sessions. For meetings other than executive sessions, such minutes or recording shall include, but not be limited to:
 1. The date, time and place of the meeting.
 2. The members of the public body recorded as either present or absent.
 3. A general description of the matters considered.
 4. An accurate description of all legal actions proposed, discussed or taken, and the names of members who propose each motion. The minutes shall also include the names of the persons, as given, making statements or presenting material to the public body and a reference to the legal action about which they made statements or presented material.
- C. Minutes of executive sessions shall include items set forth in subsection B, paragraphs 1, 2 and 3 of this section, an accurate description of all instructions given pursuant to section 38-431.03, subsection A, paragraphs 4, 5 and 7 and such other matters as may be deemed appropriate by the public body.
- D. The minutes or a recording of a meeting shall be available for public inspection three working days after the meeting except as otherwise specifically provided by this article.
- E. A public body of a city or town with a population of more than two thousand five hundred persons shall:

1. Within three working days after a meeting, except for subcommittees and advisory committees, post on its website, if applicable, either:
 - (a) A statement describing the legal actions taken by the public body of the city or town during the meeting.
 - (b) Any recording of the meeting.
 2. Within two working days following approval of the minutes, post approved minutes of city or town council meetings on its website, if applicable, except as otherwise specifically provided by this article.
 3. Within ten working days after a subcommittee or advisory committee meeting, post on its website, if applicable, either:
 - (a) A statement describing legal action, if any.
 - (b) A recording of the meeting.
- F. All or any part of a public meeting of a public body may be recorded by any person in attendance by means of a tape recorder or camera or any other means of sonic reproduction, provided that there is no active interference with the conduct of the meeting.
- G. The secretary of state for state public bodies, the city or town clerk for municipal public bodies and the county clerk for all other local public bodies shall conspicuously post open meeting law materials prepared and approved by the attorney general on their website. A person elected or appointed to a public body shall review the open meeting law materials at least one day before the day that person takes office.
- H. A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
- I. A member of a public body shall not knowingly direct any staff member to communicate in violation of this article.
- J. Any posting required by subsection E of this section must remain on the applicable website for at least one year after the date of the posting.

38-431.02. Notice of meetings

A. Public notice of all meetings of public bodies shall be given as follows:

1. The public bodies of this state, including governing bodies of charter schools, shall:
 - (a) Conspicuously post a statement on their website stating where all public notices of their meetings will be posted, including the physical and electronic locations, and shall give additional public notice as is reasonable and practicable as to all meetings.
 - (b) Post all public meeting notices on their website and give additional public notice as is reasonable and practicable as to all meetings. A technological problem or failure that either prevents the posting of public notices on a website or that temporarily or permanently prevents the use of all or part of the website does not preclude the holding of the meeting for which the notice was posted if the public body complies with all other public notice requirements required by this section.
2. The public bodies of the counties and school districts shall:
 - (a) Conspicuously post a statement on their website stating where all public notices of their meetings will be posted, including the physical and electronic locations, and shall give additional public notice as is reasonable and practicable as to all meetings.
 - (b) Post all public meeting notices on their website and give additional public notice as is reasonable and practicable as to all meetings. A technological problem or failure that either prevents the posting of public notices on a website or that temporarily or permanently prevents the use of all or part of the website does not preclude the holding of the meeting for which the notice was posted if the public body complies with all other public notice requirements required by this section.
3. Special districts that are formed pursuant to title 48:
 - (a) May conspicuously post a statement on their website stating where all public notices of their meetings will be posted, including the physical and electronic locations, and shall give additional public notice as is reasonable and practicable as to all meetings.
 - (b) May post all public meeting notices on their website and shall give additional public notice as is reasonable and practicable as to all meetings. A technological problem or failure that either

prevents the posting of public notices on a website or that temporarily or permanently prevents the use of all or part of the website does not preclude the holding of the meeting for which the notice was posted if the public body complies with all other public notice requirements required by this section.

- (c) If a statement or notice is not posted pursuant to subdivision (a) or (b) of this paragraph, shall file a statement with the clerk of the board of supervisors stating where all public notices of their meetings will be posted and shall give additional public notice as is reasonable and practicable as to all meetings.

4. The public bodies of the cities and towns shall:

- (a) Conspicuously post a statement on their website or on a website of an association of cities and towns stating where all public notices of their meetings will be posted, including the physical and electronic locations, and shall give additional public notice as is reasonable and practicable as to all meetings.
- (b) Post all public meeting notices on their website or on a website of an association of cities and towns and give additional public notice as is reasonable and practicable as to all meetings. A technological problem or failure that either prevents the posting of public notices on a website or that temporarily or permanently prevents the use of all or part of the website does not preclude the holding of the meeting for which the notice was posted if the public body complies with all other public notice requirements required by this section.

B. If an executive session is scheduled, a notice of the executive session shall state the provision of law authorizing the executive session, and the notice shall be provided to the:

- 1. Members of the public body.
- 2. General public.

C. Except as provided in subsections D and E of this section, meetings shall not be held without at least twenty-four hours' notice to the members of the public body and to the general public. The twenty-four hour period includes Saturdays if the public has access to the physical posted location in addition to any website posting, but excludes Sundays and other holidays prescribed in section 1-301.

D. In case of an actual emergency, a meeting, including an executive session, may be held on such notice as is appropriate to the circumstances. If this subsection is utilized for conduct of an emergency session or the

consideration of an emergency measure at a previously scheduled meeting the public body must post a public notice within twenty-four hours declaring that an emergency session has been held and setting forth the information required in subsections H and I of this section.

- E. A meeting may be recessed and resumed with less than twenty-four hours' notice if public notice of the initial session of the meeting is given as required in subsection A of this section, and if, before recessing, notice is publicly given as to the time and place of the resumption of the meeting or the method by which notice shall be publicly given.
- F. A public body that intends to meet for a specified calendar period, on a regular day, date or event during the calendar period, and at a regular place and time, may post public notice of the meetings at the beginning of the period. The notice shall specify the period for which notice is applicable.
- G. Notice required under this section shall include an agenda of the matters to be discussed or decided at the meeting or information on how the public may obtain a copy of such an agenda. The agenda must be available to the public at least twenty-four hours before the meeting, except in the case of an actual emergency under subsection D of this section. The twenty-four hour period includes Saturdays if the public has access to the physical posted location in addition to any website posting, but excludes Sundays and other holidays prescribed in section 1-301.
- H. Agendas required under this section shall list the specific matters to be discussed, considered or decided at the meeting. The public body may discuss, consider or make decisions only on matters listed on the agenda and other matters related thereto.
- I. Notwithstanding the other provisions of this section, notice of executive sessions shall be required to include only a general description of the matters to be considered. The agenda shall provide more than just a recital of the statutory provisions authorizing the executive session, but need not contain information that would defeat the purpose of the executive session, compromise the legitimate privacy interests of a public officer, appointee or employee or compromise the attorney-client privilege.
- J. Notwithstanding subsections H and I of this section, in the case of an actual emergency a matter may be discussed and considered and, at public meetings, decided, if the matter was not listed on the agenda and a statement setting forth the reasons necessitating the discussion, consideration or decision is placed in the minutes of the meeting and is publicly announced at the public meeting. In the case of an executive session, the reason for consideration of the emergency measure shall be announced publicly immediately before the executive session.

- K. Notwithstanding subsection H of this section, the chief administrator, presiding officer or a member of a public body may present a brief summary of current events without listing in the agenda the specific matters to be summarized, if:
1. The summary is listed on the agenda.
 2. The public body does not propose, discuss, deliberate or take legal action at that meeting on any matter in the summary unless the specific matter is properly noticed for legal action.

38-431.03. Executive sessions

- A. Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:
1. 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, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.
 2. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.
 3. Discussion or consultation for legal advice with the attorney or attorneys of the public body.
 4. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.
 5. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.

6. Discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town.
 7. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.
- B. Minutes of and discussions made at executive sessions shall be kept confidential except from:
1. Members of the public body which met in executive session.
 2. Officers, appointees or employees who were the subject of discussion or consideration pursuant to subsection A, paragraph 1 of this section.
 3. The auditor general on a request made in connection with an audit authorized as provided by law.
 4. A county attorney or the attorney general when investigating alleged violations of this article.
- C. The public body shall instruct persons who are present at the executive session regarding the confidentiality requirements of this article.
- D. Legal action involving a final vote or decision shall not be taken at an executive session, except that the public body may instruct its attorneys or representatives as provided in subsection A, paragraphs 4, 5 and 7 of this section. A public vote shall be taken before any legal action binds the public body.
- E. Except as provided in section 38-431.02, subsections I and J, a public body shall not discuss any matter in an executive session which is not described in the notice of the executive session.
- F. Disclosure of executive session information pursuant to this section or section 38-431.06 does not constitute a waiver of any privilege, including the attorney-client privilege. Any person receiving executive session information pursuant to this section or section 38-431.06 shall not disclose that information except to the attorney general or county attorney, by agreement with the public body or to a court in camera for purposes of enforcing this article. Any court that reviews executive session information shall take appropriate action to protect privileged information.

38-431.04. Writ of mandamus

Where the provisions of this article are not complied with, a court of competent jurisdiction may issue a writ of mandamus requiring that a meeting be open to the public.

38-431.05. Meeting held in violation of article; business transacted null and void; ratification

- A. All legal action transacted by any public body during a meeting held in violation of any provision of this article is null and void except as provided in subsection B.
- B. A public body may ratify legal action taken in violation of this article in accordance with the following requirements:
 - 1. Ratification shall take place at a public meeting within thirty days after discovery of the violation or after such discovery should have been made by the exercise of reasonable diligence.
 - 2. The notice for the meeting shall include a description of the action to be ratified, a clear statement that the public body proposes to ratify a prior action and information on how the public may obtain a detailed written description of the action to be ratified.
 - 3. The public body shall make available to the public a detailed written description of the action to be ratified and all deliberations, consultations and decisions by members of the public body that preceded and related to such action. The written description shall also be included as part of the minutes of the meeting at which ratification is taken.
 - 4. The public body shall make available to the public the notice and detailed written description required by this section at least seventy-two hours in advance of the public meeting at which the ratification is taken.

38-431.06. Investigations; written investigative demands

- A. On receipt of a written complaint signed by a complainant alleging a violation of this article or on their own initiative, the attorney general or the county attorney for the county in which the alleged violation occurred may begin an investigation.
- B. In addition to other powers conferred by this article, in order to carry out the duties prescribed in this article, the attorney general or the county attorney

for the county in which the alleged violation occurred, or their designees, may:

1. Issue written investigative demands to any person.
2. Administer an oath or affirmation to any person for testimony.
3. Examine under oath any person in connection with the investigation of the alleged violation of this article.
4. Examine by means of inspecting, studying or copying any account, book, computer, document, minutes, paper, recording or record.
5. Require any person to file on prescribed forms a statement or report in writing and under oath of all the facts and circumstances requested by the attorney general or county attorney.

C. The written investigative demand shall:

1. Be served on the person in the manner required for service of process in this state or by certified mail, return receipt requested.
2. Describe the class or classes of documents or objects with sufficient definiteness to permit them to be fairly identified.
3. Prescribe a reasonable time at which the person shall appear to testify and within which the document or object shall be produced and advise the person that objections to or reasons for not complying with the demand may be filed with the attorney general or county attorney on or before that time.
4. Specify a place for the taking of testimony or for production of a document or object and designate a person who shall be the custodian of the document or object.

D. If a person objects to or otherwise fails to comply with the written investigation demand served on the person pursuant to subsection C, the attorney general or county attorney may file an action in the superior court for an order to enforce the demand. Venue for the action to enforce the demand shall be in Maricopa county or in the county in which the alleged violation occurred. Notice of hearing the action to enforce the demand and a copy of the action shall be served on the person in the same manner as that prescribed in the Arizona rules of civil procedure. If a court finds that the demand is proper, including that the compliance will not violate a privilege and that there is not a conflict of interest on the part of the attorney general or county attorney, that there is reasonable cause to believe there may have been a violation of this article and that the information sought or document or object demanded is relevant to the violation, the court shall order the

person to comply with the demand, subject to modifications the court may prescribe. If the person fails to comply with the court's order, the court may issue any of the following orders until the person complies with the order:

1. Adjudging the person in contempt of court.
2. Granting injunctive relief against the person to whom the demand is issued to restrain the conduct that is the subject of the investigation.
3. Granting other relief the court deems proper.

38-431.07. Violations; enforcement; removal from office; in camera review

- A. Any person affected by an alleged violation of this article, the attorney general or the county attorney for the county in which an alleged violation of this article occurred may commence a suit in the superior court in the county in which the public body ordinarily meets, for the purpose of requiring compliance with, or the prevention of violations of, this article, by members of the public body, or to determine the applicability of this article to matters or legal actions of the public body. For each violation the court may impose a civil penalty not to exceed five hundred dollars against a person who violates this article or who knowingly aids, agrees to aid or attempts to aid another person in violating this article and order such equitable relief as it deems appropriate in the circumstances. The civil penalties awarded pursuant to this section shall be deposited into the general fund of the public body concerned. The court may also order payment to a successful plaintiff in a suit brought under this section of the plaintiff's reasonable attorney fees, by the defendant state, the political subdivision of the state or the incorporated city or town of which the public body is a part or to which it reports. If the court determines that a public officer with intent to deprive the public of information violated any provision of this article the court may remove the public officer from office and shall assess the public officer or a person who knowingly aided, agreed to aid or attempted to aid the public officer in violating this article, or both, with all of the costs and attorney fees awarded to the plaintiff pursuant to this section.
- B. A public body shall not expend public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced pursuant to any provisions of this article, unless the public body has authority to make such expenditure pursuant to other provisions of law and takes a legal action at a properly noticed open meeting approving such expenditure prior to incurring any such obligation or indebtedness.
- C. In any action brought pursuant to this section challenging the validity of an executive session, the court may review in camera the minutes of the executive session, and if the court in its discretion determines that the

minutes are relevant and that justice so demands, the court may disclose to the parties or admit in evidence part or all of the minutes.

38-431.08. Exceptions; limitation

- A. This article does not apply to:
1. Any judicial proceeding of any court or any political caucus of the legislature.
 2. Any conference committee of the legislature, except that all such meetings shall be open to the public.
 3. The commissions on appellate and trial court appointments and the commission on judicial qualifications.
 4. Good cause exception and central registry exception determinations and hearings conducted by the board of fingerprinting pursuant to sections 41-619.55 and 41-619.57.
- B. A hearing held within a prison facility by the board of executive clemency is subject to this article, except that the director of the state department of corrections may:
1. Prohibit, on written findings that are made public within five days of so finding, any person from attending a hearing whose attendance would constitute a serious threat to the life or physical safety of any person or to the safe, secure and orderly operation of the prison.
 2. Require a person who attends a hearing to sign an attendance log. If the person is over sixteen years of age, the person shall produce photographic identification that verifies the person's signature.
 3. Prevent and prohibit any articles from being taken into a hearing except recording devices and, if the person who attends a hearing is a member of the media, cameras.
 4. Require that a person who attends a hearing submit to a reasonable search on entering the facility.
- C. The exclusive remedies available to any person who is denied attendance at or removed from a hearing by the director of the state department of corrections in violation of this section shall be those remedies available in section 38-431.07, as against the director only.
- D. Either house of the legislature may adopt a rule or procedure pursuant to article IV, part 2, section 8, Constitution of Arizona, to provide an exemption

to the notice and agenda requirements of this article or to allow standing or conference committees to meet through technological devices rather than only in person.

38-431.09. Declaration of public policy

- A. It is the public policy of this state that meetings of public bodies be conducted openly and that notices and agendas be provided for such meetings which contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided. Toward this end, any person or entity charged with the interpretations of this article shall construe this article in favor of open and public meetings.
- B. Notwithstanding subsection A, it is not a violation of this article if a member of a public body expresses an opinion or discusses an issue with the public either at a venue other than at a meeting that is subject to this article, personally, through the media or other form of public broadcast communication or through technological means if:
 - 1. The opinion or discussion is not principally directed at or directly given to another member of the public body.
 - 2. There is no concerted plan to engage in collective deliberation to take legal action.

APPENDIX B

ARIZONA CONFLICT OF INTEREST

ARS 38-501

As of 03/04/2013

38-501. Application of article

- A. This article shall apply to all public officers and employees of incorporated cities or towns, of political subdivisions and of the state and any of its departments, commissions, agencies, bodies or boards.
- B. Notwithstanding the provisions of any other law, or the provisions of any charter or ordinance of any incorporated city or town to the contrary, the provisions of this article shall be exclusively applicable to all officers and employees of every incorporated city or town or political subdivision or the state and any of its departments, commissions, agencies, bodies or boards and shall supersede the provisions of any other such law, charter provision or ordinance.
- C. Other prohibitions in the state statutes against any specific conflict of interests shall be in addition to this article if consistent with the intent and provisions of this article.

38-502. Definitions

In this article, unless the context otherwise requires:

- 1. "Compensation" means money, a tangible thing of value or a financial benefit.
- 2. "Employee" means all persons who are not public officers and who are employed on a full-time, part-time or contract basis by an incorporated city or town, a political subdivision or the state or any of its departments, commissions, agencies, bodies or boards for remuneration.
- 3. "Make known" means the filing of a paper which is signed by a public officer or employee and which fully discloses a substantial interest or the filing of a copy of the official minutes of a public agency which fully discloses a substantial interest. The filing shall be in the special file established pursuant to section 38-509.
- 4. "Official records" means the minutes or papers, records and documents maintained by a public agency for the specific purpose of receiving disclosures of substantial interests required to be made known by this article.

5. "Political subdivision" means all political subdivisions of the state and county, including all school districts.
6. "Public agency" means:
 - (a) All courts.
 - (b) Any department, agency, board, commission, institution, instrumentality or legislative or administrative body of the state, a county, an incorporated town or city and any other political subdivision.
 - (c) The state, county and incorporated cities or towns and any other political subdivisions.
7. "Public competitive bidding" means the method of purchasing defined in title 41, chapter 4, article 3, or procedures substantially equivalent to such method of purchasing, or as provided by local charter or ordinance.
8. "Public officer" means all elected and appointed officers of a public agency established by charter, ordinance, resolution, state constitution or statute.
9. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.
10. "Remote interest" means:
 - (a) That of a nonsalaried officer of a nonprofit corporation.
 - (b) That of a landlord or tenant of the contracting party.
 - (b) That of an attorney of a contracting party.
 - (d) That of a member of a nonprofit cooperative marketing association.
 - (e) The ownership of less than three per cent of the shares of a corporation for profit, provided the total annual income from dividends, including the value of stock dividends, from the corporation does not exceed five per cent of the total annual income of such officer or employee and any other payments made to him by the corporation do not exceed five per cent of his total annual income.
 - (f) That of a public officer or employee in being reimbursed for his actual and necessary expenses incurred in the performance of official duty.
 - (g) That of a recipient of public services generally provided by the incorporated city or town, political subdivision or state department,

commission, agency, body or board of which he is a public officer or employee, on the same terms and conditions as if he were not an officer or employee.

- (h) That of a public school board member when the relative involved is not a dependent, as defined in section 43-1001, or a spouse.
 - (i) That of a public officer or employee, or that of a relative of a public officer or employee, unless the contract or decision involved would confer a direct economic benefit or detriment upon the officer, employee or his relative, of any of the following:
 - (i) Another political subdivision.
 - (ii) A public agency of another political subdivision.
 - (iii) A public agency except if it is the same governmental entity.
 - (j) That of a member of a trade, business, occupation, profession or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons.
11. "Substantial interest" means any pecuniary or proprietary interest, either direct or indirect, other than a remote interest.

38-503. Conflict of interest; exemptions; employment prohibition

- A. Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.
- B. Any public officer or employee who has, or whose relative has, a substantial interest in any decision of a public agency shall make known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer or employee in such decision.
- C. Notwithstanding the provisions of subsections A and B of this section, no public officer or employee of a public agency shall supply to such public agency any equipment, material, supplies or services, unless pursuant to an award or contract let after public competitive bidding, except that:
 - 1. A school district governing board may purchase, as provided in sections 15-213 and 15-323, supplies, materials and equipment from a school board member.

2. Political subdivisions other than school districts may purchase through their governing bodies, without using public competitive bidding procedures, supplies, materials and equipment not exceeding three hundred dollars in cost in any single transaction, not to exceed a total of one thousand dollars annually, from a member of the governing body if the policy for such purchases is approved annually.
- D. Notwithstanding subsections A and B of this section and as provided in sections 15-421 and 15-1441, the governing board of a school district or a community college district may not employ a person who is a member of the governing board or who is the spouse of a member of the governing board.

38-504. Prohibited acts

- A. A public officer or employee shall not represent another person for compensation before a public agency by which the officer or employee is or was employed within the preceding twelve months or on which the officer or employee serves or served within the preceding twelve months concerning any matter with which the officer or employee was directly concerned and in which the officer or employee personally participated during the officer's or employee's employment or service by a substantial and material exercise of administrative discretion.
- B. During the period of a public officer's or employee's employment or service and for two years thereafter, a public officer or employee shall not disclose or use for the officer's or employee's personal profit, without appropriate authorization, any information acquired by the officer or employee in the course of the officer's or employee's official duties which has been clearly designated to the officer or employee as confidential when such confidential designation is warranted because of the status of the proceedings or the circumstances under which the information was received and preserving its confidentiality is necessary for the proper conduct of government business. A public officer or employee shall not disclose or use, without appropriate authorization, any information that is acquired by the officer or employee in the course of the officer's or employee's official duties and that is declared confidential by law.
- C. A public officer or employee shall not use or attempt to use the officer's or employee's official position to secure any valuable thing or valuable benefit for the officer or employee that would not ordinarily accrue to the officer or employee in the performance of the officer's or employee's official duties if the thing or benefit is of such character as to manifest a substantial and improper influence on the officer or employee with respect to the officer's or employee's duties.

38-505. Additional income prohibited for services

- A. No public officer or employee may receive or agree to receive directly or indirectly compensation other than as provided by law for any service rendered or to be rendered by him personally in any case, proceeding, application, or other matter which is pending before the public agency of which he is a public officer or employee.
- B. This section shall not be construed to prohibit the performance of ministerial functions including, but not limited to, the filing, or amendment of tax returns, applications for permits and licenses, incorporation papers, and other documents.

38-506. Remedies

- A. In addition to any other remedies provided by law, any contract entered into by a public agency in violation of this article is voidable at the instance of the public agency.
- B. Any person affected by a decision of a public agency may commence a civil suit in the superior court for the purpose of enforcing the civil provisions of this article. The court may order such equitable relief as it deems appropriate in the circumstances including the remedies provided in this section.
- C. The court may in its discretion order payment of costs, including reasonable attorney's fees, to the prevailing party in an action brought under subsection B.

38-507. Opinions of the attorney general, county attorneys, city or town attorneys and house and senate ethics committee

Requests for opinions from either the attorney general, a county attorney, a city or town attorney, the senate ethics committee or the house of representatives ethics committee concerning violations of this article shall be confidential, but the final opinions shall be a matter of public record. The county attorneys shall file opinions with the county recorder, the city or town attorneys shall file opinions with the city or town clerk, the senate ethics committee shall file opinions with the senate secretary and the house of representatives ethics committee shall file opinions with the chief clerk of the house of representatives.

38-508. Authority of public officers and employees to act

- A. If the provisions of section 38-503 prevent an appointed public officer or a public employee from acting as required by law in his official capacity, such public officer or employee shall notify his superior authority of the conflicting

interest. The superior authority may empower another to act or such authority may act in the capacity of the public officer or employee on the conflicting matter.

- B. If the provisions of section 38-503 prevent a public agency from acting as required by law in its official capacity, such action shall not be prevented if members of the agency who have apparent conflicts make known their substantial interests in the official records of their public agency.

38-509. Filing of disclosures

Every political subdivision and public agency subject to this article shall maintain for public inspection in a special file all documents necessary to memorialize all disclosures of substantial interest made known pursuant to this article.

38-510. Penalties

- A. A person who:
 - 1. Intentionally or knowingly violates any provision of sections 38-503 through 38-505 is guilty of a class 6 felony.
 - 2. Recklessly or negligently violates any provision of sections 38-503 through 38-505 is guilty of a class 1 misdemeanor.
- B. A person found guilty of an offense described in subsection A of this section shall forfeit his public office or employment if any.
- C. It is no defense to a prosecution for a violation of sections 38-503 through 38-505 that the public officer or employee to whom a benefit is offered, conferred or agreed to be conferred was not qualified or authorized to act in the desired way.
- D. It is a defense to a prosecution for a violation of sections 38-503 through 38-505 that the interest charged to be substantial was a remote interest.

38-511. Cancellation of political subdivision and state contracts; definition

- A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the

contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

- B. Leases of state trust land for terms longer than ten years cancelled under this section shall respect those rights given to mortgagees of the lessee by section 37-289 and other lawful provisions of the lease.
- C. The cancellation under this section by the state or its political subdivisions shall be effective when written notice from the governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time.
- D. The cancellation under this section by any department or agency of the state or its political subdivisions shall be effective when written notice from such party is received by all other parties to the contract unless the notice specifies a later time.
- E. In addition to the right to cancel a contract as provided in subsection A of this section, the state, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract.
- F. Notice of this section shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party.
- G. For purposes of this section, "political subdivisions" do not include entities formed or operating under title 48, chapter 11, 12, 13, 17, 18, 19 or 22.