

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 18, 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

None

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**

Moved to the 6:00 p.m. portion of the meeting

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).

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 Cooperative Contract:** Purchase of one (1) Solid Waste Truck on a City of Mesa cooperative agreement (***Approve purchase of Solid Waste collection truck.***)

RECOMMENDED ACTION:

Approve the purchase of one (1) Solid Waste collection truck from Rush Truck Center, Phoenix, Az. through a cooperative purchase agreement with the City of Mesa, Az. for the amount of \$258,137.48 (tax included).

- B. **Consideration and Approval of Contract:** Construction Manager at Risk Design Phase Contract: Street Maintenance Program 2015, 2016 and 2017 (***Approve contract with C and E Paving and Grading, LLC in the amount of \$112,821.00.***) .

RECOMMENDED ACTION:

- 1) Award the Construction Manager at Risk Contract with C and E Paving & Grading LLC in an amount not to exceed \$ 112,821.00.
- 2) Authorize Change Order Authority of \$ 11,282 (10%) to cover potential costs associated with unanticipated or additional items of work.
- 3) Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Purchase:** Four (4) Police Interceptor Utility Vehicles

RECOMMENDED ACTION:

Approve the purchase contract to the lowest responsive and responsible bid from Peoria Ford of Phoenix, for the purchase of four (4) Police Interceptor Utility model vehicles for the amount of \$111,372.68, plus applicable fees.

10. ROUTINE ITEMS

- A. Consideration and Adoption of Resolution No. 2014-40:** A resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the General Election held on November 4, 2014

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-40 by title only
- 2) City Clerk reads Resolution No. 2014-40 by title only (if approved above)
- 3) Adopt Resolution No. 2014-40

- B. Consideration and Approval of Contract:** Involving Coconino Coalition for Children & Youth Program, Flagstaff Unified School District and the City of Flagstaff for the FACTS after school program funding for Fiscal Year 2015

RECOMMENDED ACTION:

Approve the Agreement with Flagstaff Unified School District and the Coconino Coalition for Children and Youth in the amount of \$247,319.00 for the FACTS Program and \$19,669.00 for the Coconino Coalition for Children & Youth Program.

- C. Consideration of Agreement:** Amended Intergovernmental Agreement (IGA) with Coconino County for use of the Hazardous Products Center (HPC) (***Approve amended IGA with County for use of the HPC.***)

RECOMMENDED ACTION:

Approve IGA with Coconino County for use of the Hazardous Products Center (HPC)

- D. Consideration and Adoption of Ordinance No. 2014-28:** An ordinance of the Mayor and Council amending Title II, Boards and Commissions, of the Flagstaff City Code by amending various boards and commissions of the City to provide for consistency in the number of members and their terms.

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-28 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-28 by title only (if approved above)
- 3) Adopt Ordinance No. 2014-28

- E. Consideration and Adoption of Ordinance 2014-33:** An ordinance of the Flagstaff City Council ratifying the sale of approximately 33.6 acres of real property consisting of three parcels located at the southeast and southwest corners of the intersection of Fourth Street and Route 66, and the northwest corner of Fourth Street and Huntington Drive adjacent to the Fourth Street Overpass (***ordinance ratifying the sale of the TRAX properties***)

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-33 by title only for the first and final time (requires unanimous consent of Councilmembers present according to Flagstaff City Charter Art. VII Section 6)
- 2) City Clerk reads Ordinance No. 2014-33 by title only for the first and final time (if approved above)
- 3) Adopt Ordinance No. 2014-33

F. Consideration and Approval of Grant Application and Intergovernmental

Agreement: Arizona Internet Crimes Against Children Taskforce Affiliate Sub-Grant Funds.

RECOMMENDED ACTION:

Approve the Grant Application and IGA with the City of Phoenix with the Arizona Internet Crimes Against Children (ICAC) Taskforce for grant funds in the amount of \$9,859.

G. Consideration and Approval of Contract: 4th Street Gateway Project. (*Construction contract for 4th Street Gateway Public Art Project*).**RECOMMENDED ACTION:**

- 1) Approve a construction contract with Woodruff BWC Construction, in the amount of \$233,969.
- 2) Approve Change Order Authority to the City Manager in the amount of \$23,396.90 (10% of contract amount).
- 3) Authorize the City Manager to execute the necessary documents.

RECESS

6:00 P.M. MEETING

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

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

11. ROLL CALL

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

MAYOR NABOURS

VICE MAYOR EVANS

COUNCILMEMBER BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER WOODSON

12. PUBLIC PARTICIPATION**13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA****A. PROCLAMATIONS AND RECOGNITIONS**

- i. Reading of essays by NAU students winning the "This I Believe" Essay Contest
- ii. Recognition of Plaza Vieja Neighborhood on their Safe Sidewalks designation

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 November 18, 2014 Council Meeting:

- 1) Continue/conclude Public Hearing (public comment period closed)
- 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 December 2, 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 November 18, 2014 Council Meeting:

- 1) Continue/conclude Public Hearing (public comment period closed)
- 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 December 2, 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

15. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2014-35 and Ordinance No. 2014-27:** 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 November 18, 2014

- 1) Adopt Resolution No. 2014-35 (declaring a public record)
- 2) Read Ordinance No. 2014-27 for the final time by title only
- 3) City Clerk reads Ordinance No. 2014-27 by title only (if approved above)
- 4) Adopt Ordinance No. 2014-27

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: Steve Bergeron, Solid Waste Collection Manager
Co-Submitter: Candace Schroeder
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration and Approval of Cooperative Contract: Purchase of one (1) Solid Waste Truck on a City of Mesa cooperative agreement (*Approve purchase of Solid Waste collection truck*).

RECOMMENDED ACTION:

Approve the purchase of one (1) Solid Waste collection truck from Rush Truck Center, Phoenix, Az. through a cooperative purchase agreement with the City of Mesa, Az. for the amount of \$258,137.48 (tax included).

Policy Decision or Reason for Action:

The Solid Waste Section has collection trucks which are due for replacement due to age, mileage, wear and ongoing repair and maintenance costs. Subsidiary Decisions Points: The Solid Waste collection truck offered meets or exceeds the City of Flagstaff Solid Waste Section's minimum specifications and is offered at the lowest available price, due to the volume purchasing of a cooperative purchase agreement. The truck warranty and service is supported locally in Flagstaff by Rush Trucks, Flagstaff.

Financial Impact:

The Solid Waste Section has \$507,320 budgeted for the replacement of collections equipment this fiscal year. The average cost of a new side loading collection truck is \$238,000- \$302,000 (without tax).

Connection to Council Goal and/or Regional Plan:

11. Effective governance

Has There Been Previous Council Decision on This:

None previously

Options and Alternatives:

Option 1. Accept City of Mesa's cooperative purchase agreement with Rush Peterbilt, Phoenix, az. as the lowest responsive bidder for the amount of \$258,137.48 per the City of Mesa contract for the purchase of one (1) automated side load refuse collection truck.

Option 2. Conduct our own competitive bid process.

Option 3. Continue to use the existing solid waste collection equipment.

Background/History:

The Solid Waste Section has used alternative methods of acquiring new equipment as well as making fleet reductions since 2007 to reduce the immediate costs of purchasing needed equipment as well as to secure long term savings over future years. After researching cooperative purchase agreements with various other Arizona municipalities such as Scottsdale, Phoenix, Peoria, Tucson, Sierra Vista and Mesa, staff has determined that the best pricing, specifications and long term service availability was found in the City of Mesa cooperative purchasing contract.

Key Considerations:

The truck being replaced is a Residential side loading truck which has met the Fleet replacement criteria in terms of years, mileage, life to date costs and repairs needed to continue its useful life. The truck currently does not run and needs major repairs (transmission, ECM module and other components) which would cost approximately \$16,000. The truck was presented to the Fleet committee and approved for replacement with funds from Solid Waste's fleet capital line item. The Solid Waste Section has utilized various methods for equipment acquisition to minimize cost, improve longevity and manage fleet reductions, saving budget dollars while improving the quality and performance of its fleet. In 2013, the Solid Waste Section was able to save over \$295,385 on the purchase of three (3) trucks by purchasing new cab/ chassis with refurbished bodies and leveraging trade in values on the equipment being replaced, while reducing the fleet.

Expanded Financial Considerations:

Increased costs of equipment acquisition have made intergovernmental cooperative purchase agreements a viable alternative to the bid process when the desired equipment can be obtained. Volume pricing, expedited build times and delivery provide value to the purchaser.

Community Benefits and Considerations:

Community benefits include continued consistent quality customer service at the lowest possible user fees.

Community Involvement:

None

Expanded Options and Alternatives:

1. Purchase the truck from Rush Peterbilt, Phoenix through the cooperative purchase agreement with the City of Mesa for \$258,137.48 (tax included). 2. Conduct the competitive bid process, evaluate responses and select a vendor. 3. Do not purchase a truck at this time.

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Dan Holmes, PW Project Manager
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration and Approval of Contract: Construction Manager at Risk Design Phase Contract: Street Maintenance Program 2015, 2016 and 2017 ***(Approve contract with C and E Paving and Grading, LLC in the amount of \$112,821.00) .***

RECOMMENDED ACTION:

- 1) Award the Construction Manager at Risk Contract with C and E Paving & Grading LLC in an amount not to exceed \$ 112,821.00.
- 2) Authorize Change Order Authority of \$ 11,282 (10%) to cover potential costs associated with unanticipated or additional items of work.
- 3) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Provide improved safety and infrastructure maintenance.

Financial Impact:

The project is budgeted in FY 2015 account number 040-06-162-3073-6 in the amount of \$2,784,982.00.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1. Repair Replace maintain infrastructure (streets & utilities)

Has There Been Previous Council Decision on This:

Yes. Council previously awarded a three year Consulting Services Agreement on January 15, 2013.

Options and Alternatives:

Approve the Construction Manager at Risk Design Phase Services Agreement as presented. This will allow timely completion of the project.

Reject approval of the Agreement and direct staff to pursue traditional design-bid-build project delivery. This would effectively delay progress on the project by two months.

Background/History:

On January 1, 2013, City Council approved an agreement for Consulting Services with Plateau Engineering, Inc. to provide engineering design and limited construction phase services for the Street Maintenance Program 2013, 2014 and 2015 projects. Design of the 2015 program is currently under way and is scheduled to be complete in late February of 2015.

In recent years, the Arizona State Legislature has authorized the use of Alternative Project Delivery Methods (APDM) in lieu of the traditional Design-Bid-Build method of project delivery. These alternative methods allow a contracting agency the opportunity to select a construction team utilizing a Qualifications Based Selection process to procure construction services from a firm deemed most qualified to perform the work.

On August 31, 2014, a Request for Statements of Qualifications for Construction Manager at Risk services was published in the Arizona Daily Sun and posted on the City's Purchasing web site. On September 23, 2014, the City of Flagstaff received 5 Statements of Qualifications from firms wishing to provide CM at Risk services for the project. A selection committee of five members independently reviewed and evaluated those statements in accordance with guidelines established by the enabling legislation. Based on numerical evaluation of the statements received, the firm of C and E Paving & Grading, LLC received the highest ranking and was deemed the most qualified among those submitting proposals to provide the desired design phase services.

CM @ Risk design phase services are scheduled to begin immediately upon approval of the Agreement. Construction is scheduled to begin in April, 2015 and is estimated to be complete in July, 2015.

Key Considerations:

The City has established an annual program to maintain existing street pavements. The overlay streets are selected after evaluation of the street condition using pavement management software owned by the City. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows.

Expanded Financial Considerations:

The Construction Manager at Risk, Design Phase Services is to be funded by the Street Maintenance Program budget in FY 2015 through FY 2017 (040-06-162-3073-6). Funding for design phase services in future program years will be provided from that year's budget in the same account number.

Community Benefits and Considerations:

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City street pavements and avoid costly pavement reconstruction. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

Use of the Construction Manager at Risk method of project delivery will eliminate the need for an advertisement/bid/award process and will cut approximately two months off the project development schedule. In addition, value engineering, constructability reviews and design input conducted as part of this service agreement have the potential to realize significant construction cost savings over the traditional design-bid-build delivery method.

Community Involvement:

Inform, Involve

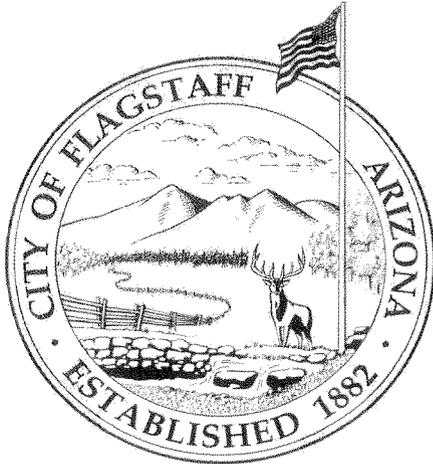
There was no community involvement in the design phase procurement. During construction, the Public Works Division will prepare weekly news releases that are distributed to the local media outlets describing the location of the street construction and any traffic restrictions planned for the week. The contractor distributes written notices to all the adjacent businesses and residents in advance of the construction.

Expanded Options and Alternatives:

Approve the Construction Manager at Risk Design Phase Services Agreement as presented. This will allow timely completion of the project.

Reject approval of the Agreement and direct staff to pursue traditional design-bid-build project delivery. This would effectively delay progress on the project by two months.

Attachments: [CM@Risk Design Phase Contract](#)



**STREET MAINTENANCE PROGRAM
2015, 2016, 2017**

**PROJECT NUMBER: 01-15001
ACCOUNT NUMBER:
040-06-162-3073-6-4443**

**CONSTRUCTION MANAGER AT RISK
Design Phase Services**

Mayor
Gerald Nabours

Council

Karla Brewster
Scott Overton
Coral Evans

Celia Barotz
Jeff Oravitz
Mark Woodson

City Manager
Kevin Burke

Utilities Director
Brad Hill

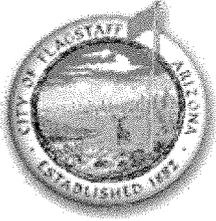
Community Development Director
Barbara Goodrich

Public Works Director
Erik Solberg

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
RECITALS.....	1
AGREEMENT.....	1
ARTICLE 1 – TERMS AND DEFINITIONS.....	1
ARTICLE 2 – BASIC DESIGN PHASE SERVICES.....	5
2.1 GENERAL.....	5
2.2 CONSTRUCTION MANAGEMENT PLAN.....	5
2.3 PROJECT MASTER SCHEDULE.....	6
2.4 DESIGN DOCUMENT REVIEWS.....	7
2.5 COST ESTIMATES.....	9
2.6 SECTION LEFT INTENTIONALLY BLANK.....	9
2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS.....	9
2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS.....	11
ARTICLE 3 – PERIOD OF SERVICES.....	13
ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS.....	13
4.1 CONTRACT AMOUNT.....	13
4.2 PAYMENTS.....	14
4.3 ADDITIONAL DESIGN PHASE SERVICES.....	14
ARTICLE 5 - THE CITY'S RESPONSIBILITIES.....	15
ARTICLE 6 – AGREEMENT CONDITIONS.....	15
6.1 PROJECT DOCUMENTS AND COPYRIGHTS.....	15
6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK.....	16
6.3 ALTERATION IN CHARACTER OF WORK.....	16
6.4 DATA CONFIDENTIALITY.....	16
6.5 PROJECT STAFFING.....	17
6.6 INDEPENDENT CONTRACTOR.....	18
6.7 SUBCONSULTANTS.....	18
6.8 TERMINATION.....	18
6.9 DISPUTE AVOIDANCE AND RESOLUTION.....	18
6.10 WITHHOLDING PAYMENT.....	19
6.11 RECORDS/AUDIT.....	19
6.12 INDEMNIFICATION.....	19
6.13 NOTICES.....	20
6.14 COMPLIANCE WITH FEDERAL LAWS.....	20
6.15 CONFLICT OF INTEREST.....	20
6.16 CONTRACTOR'S LICENSE.....	21
6.17 SUCCESSORS AND ASSIGNS.....	21
6.18 FORCE MAJEURE.....	21
6.19 COVENANT AGAINST CONTINGENT FEES.....	21
6.20 NON-WAIVER PROVISION.....	21
6.21 JURISDICTION.....	22
6.22 SURVIVAL.....	22
6.23 MODIFICATION.....	22

6.24	SEVERABILITY	22
6.25	INTEGRATION	22
6.26	TIME IS OF THE ESSENCE	22
6.27	THIRD PARTY BENEFICIARY	22
6.28	COOPERATION AND FURTHER DOCUMENTATION	22
6.29	CONFLICT IN LANGUAGE	22
6.30	CANCELLATION FOR CONFLICT OF INTEREST	22
6.31	CONFIDENTIALITY OF PLANS & SPECIFICATIONS	23
ARTICLE 7 - INSURANCE		23
7.1	MINIMUM SCOPE AND LIMITS OF INSURANCE	23
7.2	OTHER INSURANCE REQUIREMENTS	24
7.3	SUBCONSULTANT INSURANCE	24
7.4	NOTICE OF CANCELLATION	24
7.5	ACCEPTABILITY OF INSURERS	24
7.6	VERIFICATION OF COVERAGE	25
7.7	APPROVAL	25
EXHIBIT A - PROJECT DESCRIPTION		27
EXHIBIT B - HOURLY RATE SCHEDULE		28
EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMP.....		29
EXHIBIT D - FEE PROPOSAL		29



City of Flagstaff, Arizona

**STREET MAINTENANCE PROGRAM 2015, 2016, 2017
CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES
PROJECT NO. 01-15001**

THIS Agreement (the "Agreement"), made and entered by and between The City of Flagstaff, an Arizona municipal corporation, hereinafter designated the ("City") and C and E Paving & Grading, LLC., an Arizona corporation, hereinafter designated the ("Construction Manager at Risk" or CM@Risk) is entered into on this ___ day of _____, 2014.

RECITALS

- A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute agreements for professional services and construction services.
- B. The City intends to construct Street Maintenance Program 2015, 2016, and 2017, as more fully described in Exhibit "A" attached, hereinafter referred to as the ("Project").
- C. To undertake the design of said Project the City has entered into a Agreement with Plateau Engineering, Inc. hereinafter referred to as the ("Design Professional").
- D. CM@Risk has represented to the City the ability to provide design phase services and to construct the Project.
- E. Based on this representation, the City intends to enter into an Agreement with CM@Risk for the design phase services identified in this Agreement. At the end of the design phase, at the City's discretion, the City may enter into a separate construction agreement with CM@Risk for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and CM@Risk as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

"Addenda" – Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

"Agreement (Contract)" – This written document signed by the City and CM@Risk covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

"Alternate Systems Evaluations" – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles which have the potential to reduce construction costs while still delivering a quality and functional Project that meets the City requirements.

"Change Order" – A type of Contract amendment issued after execution of the Contract Documents where unanticipated or unforeseen circumstances in the Work have been encountered. Each change Order shall be signed by the City and CM@Risk, stating their agreement upon all of the following: the addition, deletion or

revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other Agreement terms.

"City (Owner)" -- The City of Flagstaff, a municipal corporation, with whom CM@Risk has entered into this Agreement and for whom the services are to be provided pursuant to said Agreement.

"City's Representative" – The designated City Project Manager.

"City's Senior Representative" – The City of Flagstaff's designated Division/Department Head.

"Construction Contract Time(s)" – The number of days or the dates related to the construction phase that as stated in Construction Documents applies to the achievement of Substantial and final Completion of the Work.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements or dated plans and specifications specifically identified as the ("Construction Documents") herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" – CM@Risk's administrative costs, home office overhead, and profit, as applicable to this project, whether at CM@Risk's principal or branch offices.

"Construction Manager at Risk (CM@Risk)" – The firm selected by the City to provide the Design Phase Services as detailed in this Agreement.

"CM@Risk Representative" – CM@Risk designates Harold Heckethorn as its CM@Risk Representative.

"CM@Risk Senior Representative" – CM@Risk designates Harold Heckethorn as its Senior Representative.

"Contingency, CM@Risk's" – A fund to cover cost growth during the Project used at the discretion of CM@Risk usually for costs that result from Project circumstances. The amount of CM@Risk's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CM@Risk's Contingency is described in Section 2.7.

"Contingency, Owners'" – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from the City-directed changes or unforeseen Site conditions. The amount of the Owners' Contingency shall be set solely by the City and shall be in addition to the project costs included in CM@Risk's GMP packages. Use and management of the Owners' Contingency is described in Section 2.7.

"Contract Amount" – The cost for services for this Agreement as identified in Article 4.

"Contract Documents" – The following items and documents in descending order of precedence executed by the City and CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Cost of the Work" – Direct costs necessarily incurred by CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subagreement costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CM@Risk's Construction Fee, General Conditions Cost, or taxes.

"Critical Path Method" – A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest time required to complete the project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" – Indicates calendar days unless otherwise specifically noted in the Contract Documents.

“Deliverables” – The work products prepared by CM@Risk in performing the scope of work described in this Agreement. Some of the major Deliverables to be prepared and provided by CM@Risk during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed Minority Business Enterprise/Women’s Business Enterprise (“**MBE/WBE**”) Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team and other services set forth in this Agreement or reasonably inferable therefrom.

“Design Professional” – A licensed design professional who furnishes design, construction documents, and/or construction administration services required for the Project.

“Drawings (Plans)” – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CM@Risk during the construction phase, and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but “*not for construction*”. Shop Drawings are not Drawings as so defined.

“Final Completion” – 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in Owner’s Project specifications and Owner training/start up activities.

“Float” – Number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

“General Conditions Costs” - Includes, but is not limited to the following types of costs for CM@Risk during the construction phase: (i) payroll costs for Project manager or CM@Risk for Work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site, (vii) costs of liability and other applicable insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants not in the direct employ of the CM@Risk or Subcontractors.

“Guaranteed Maximum Price (GMP)” – The sum of the maximum Cost of the Work; the Construction Fee, General Conditions Costs, taxes, and CM@Risk Contingency.

“GMP Plans and Specifications” – Plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

“Guaranteed Maximum Price (GMP) Proposal” – The offer or proposal of CM@Risk submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

“Legal Requirements” - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

“Notice to Proceed or “NTP” - The directive issued by the City, authorizing CM@Risk to start Work.

“Opening Physical Conditions” – The current physical conditions present on the Site as jointly documented by an inspection of the Site by City and CM@R at the Pre-construction Conference.

“Payment Request” – The form that is accepted by the City and used by CM@Risk in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the City.

“Pre-construction Conference” – A Conference held between City and CM@Risk prior to the commencement of any Work, as scheduled by the City’s Representative or designee.

“Project” – Work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in Exhibit “A” attached.

“Project Team” – Design phase services team consisting of the Design Professional, CM@Risk, the City’s Representative, the City’s Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

“Schedule of Values (SOV)” – A statement furnished by CM@Risk to the City’s Representative for approval, reflecting the portions of the GMP allotted for the various parts of the Work and used as the basis for evaluating CM@Risk’s applications for progress payments.

“Shop Drawings” – All drawings, diagrams, schedules and other data specifically prepared for the Work by CM@Risk or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” – Land or premises on which the Project is located.

“Specifications” – The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship, as applied to the Work and certain administrative details applicable thereto.

“Subconsultant” – A person, firm or corporation having an agreement with CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.

“Subcontractor” – An individual or firm having a direct agreement with CM@Risk or any other individual or firm having an agreement with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the Site for which CM@Risk is responsible.

“Submittals” – Documents and/or things that may be produced or presented by one party for consideration review or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

“Substantial Completion” – The established date when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents so that the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended. This may include, but is not limited to: (i) Approval by the City or State Fire Marshall and/or other state or local authorities having jurisdiction over the Work or a portion thereof (Certificate of Occupancy); (ii) all systems in place, functional, and displayed to, and accepted by, the City or it’s representative; (iii) City operation and maintenance training complete; (iv) HVAC test and balance completed with reports provided to the Design Professional for review; (v) Operational and Maintenance manuals and final Project Record Documents delivered to the City or Design Professional for review.

“Supplier” – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct Agreement with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

“Winter Shutdown” – The period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the CM@Risk) on the Project and CM@Risk shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City’s sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason*, on the Project.

“Work” – The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 CM@Risk, to further the interests of the City, shall perform the services required by, and in accordance with this Agreement, to the satisfaction of the City, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Flagstaff, Arizona would exercise at such time, under similar conditions. CM@Risk shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Agreement shall not alter any real property owned by the City.
- 2.1.2 Program Evaluation: As a participating member of the Project Team, CM@Risk shall provide to the City and Design Professional a written evaluation of the City’s Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 Project Meetings: CM@Risk shall attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.
- 2.1.4 CM@Risk shall provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk shall promptly notify the City in writing whenever CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 CM@Risk, when requested by the City, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. CM@Risk shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

- 2.2.1 CM@Risk may, and at the written request of the City shall, prepare a Construction Management Plan (“CMP”), which may, and at the written request of the City shall, include CM@Risk’s professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member’s responsibilities and roles.

2.2.2 CM@Risk may, and at the written request of the City shall, add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may, and at the written request of the City shall, take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or CM@Risk, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

2.3 PROJECT MASTER SCHEDULE

2.3.1 The fundamental purpose of the "Project Master Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Master Schedule requirements. CM@Risk shall develop and maintain the "Project Master Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Master Schedule shall be consistent with the most recent revised/updated CMP. The Project Master Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. CM@Risk shall use scheduling software to develop the Project Master Schedule that is acceptable to the City. The Project Master Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Master Schedule shall indicate milestone dates for the phases once determined.

2.3.2. The Project Master Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.

2.3.2.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Formulation of the Project Master Schedule must also be based on the Opening Physical Conditions of the Site and any potential Winter Shutdown in the event the Work on the Project is delayed for any reason.

2.3.2.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.

2.3.2.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

2.3.2.6 The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CM@Risk activities.

2.3.2.7 The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of this Agreement. The duration shall reflect the average climatic range and usual

industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto. (See Section 4.5.5.7 of Construction Agreement)

- 2.3.3 The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 2.3.4 Float time shall be as prescribed below:
 - 2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the City or CM@Risk, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.
 - 2.3.4.2 CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until or unless a delay occurs which extends the Work beyond the Substantial Completion date.
 - 2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that the City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CM@Risk, etc.). In such an event, CM@Risk shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.
- 2.3.5 The Project Schedule shall be updated and maintained by CM@Risk throughout the design phase such that it shall not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. CM@Risk shall include with such Submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions. (See Sections 2.7.6 and 2.7.6.1 of this Agreement)
- 2.3.6 Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, CM@Risk shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk shall take into consideration such factors as natural and practical lines of Work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 CM@Risk shall evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Master Schedule.
- 2.4.2 CM@Risk shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. Before initiating construction operations, CM@Risk may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents.

- 2.4.3 CM@Risk shall meet with the Project Team, as required, to review designs during their development. CM@Risk shall familiarize itself with the evolving documents through the various design phases. CM@Risk shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk shall advise the Project Team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk shall recommend cost effective alternatives.
- 2.4.4 CM@Risk shall conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team and at a minimum as scheduled and identified by milestones in the Project Master Schedule required in Article 2.3 above. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.
- 2.4.4.1 Constructability Reviews: CM@Risk shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.
- 2.4.4.2 Bidability Reviews: CM@Risk shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing Site conditions.
- 2.4.4.3 Results of the reviews shall be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the City, CM@Risk shall meet with the City and Design Professional to discuss any findings and review reports.
- 2.4.4.4 CM@Risk's reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFI) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional and not CM@Risk.
- 2.4.5 Notification of Variance or Deficiency: It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.
- 2.4.6 Alternate Systems Evaluations: The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, CM@Risk in cooperation with the Design Professional shall perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team shall decide which alternatives shall be incorporated into the Project. The Design Professional shall have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. CM@Risk shall include

the cost of the alternatives into the cost estimate and any GMP Proposals.

2.5 COST ESTIMATES

- 2.5.1 Unless otherwise agreed by both parties, within fourteen (14) days after receipt of the documents for the various phases of design, CM@Risk shall provide a detailed cost estimate and a written review of the documents. The Design Professional and CM@Risk shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City shall make the final determination.
- 2.5.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, CM@Risk shall make appropriate recommendations on methods and materials to the City and Design Professional that CM@Risk believes shall bring the Project back into the Project budget.
- 2.5.3 In between these milestone estimates, CM@Risk shall periodically provide a tracking report, which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of CM@Risk to keep the City and Design Professional informed as to the major trend changes in costs relative to the City's budget.
- 2.5.4 If requested by the City, CM@Risk shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

2.6 *Section left intentionally blank*

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.7.1 The proposed GMP for the entire Work (or portions thereof) shall be presented in a format acceptable to the City (see Exhibit "C" attached). The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by CM@Risk shall be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based. CM@Risk guarantees to complete the Project at or less than the final approved GMP Proposal amount, plus approved Change Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.
- 2.7.2 Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.
 - 2.7.2.1 The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.
 - 2.7.2.2 The General Conditions Costs and the Construction Fee are firm fixed lump sums.
 - 2.7.2.3 CM@Risk's Contingency is an amount CM@Risk may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. CM@Risk's Contingency is assumed to be a direct Project cost so all applicable markups shall be applied at the time of GMP submission.
 - 2.7.2.4 Taxes are deemed to include all sales, use, consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.
- 2.7.3 Owner's Contingency are funds to be used at the sole discretion of the Owner. Owner's Contingency shall be added to the Contract Price, for approval by Council, to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. At the time that Owner's Contingency is used, the appropriate markups shall be applied.

- 2.7.4 GMP amendments are cumulative except for CM@Risk's Contingency. The amount of CM@Risk's Contingency for each GMP shall be negotiated separately.
- 2.7.5 CM@Risk, in preparing any GMP Proposal, shall obtain from the Design Professional, three sets of signed, sealed, and dated plans and specifications (including all addenda). CM@Risk shall prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. CM@Risk shall mark the face of each document of each set upon which its proposed GMP is based. These documents shall be identified as the GMP Plans and Specifications. CM@Risk shall send one set of those documents to the City's Representative, keep one set and return the third set to the Design Professional.
- 2.7.6 An updated/revised Project Master Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Master Schedule updates/revisions shall continue to comply with the requirements of Section 2.3 above.
- 2.7.6.1 The Project Master Schedule required above shall include a preliminary Construction Schedule developed in a Critical Path Method (CPM) with the first requested GMP. If subsequent GMP's are requested, CM@Risk shall include an updated CPM Construction Schedule with their GMP submittal.
- 2.7.7 GMP savings resulting from a lower actual Project cost than anticipated by CM@Risk remaining at the end of the project, shall revert to the City.

2.7.8 GMP Proposal(s) Review and Approval

- 2.7.8.1 The City may request a GMP from CM@Risk at any time during the Design Phase. It is the City's expectation that the GMP shall not exceed the City-stated Project budget.
- 2.7.8.2 CM@Risk shall meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies, inaccuracies or confusion in the information presented, CM@Risk shall make adjustments as necessary to the GMP Proposal, its basis or both.
- 2.7.8.3 CM@Risk's detailed construction cost estimates and GMP shall be reviewed by the Design Professional and the City for reasonableness and compatibility with the City's Project and the City's budget. CM@Risk shall provide a response to the Design Professionals and City's questions and an explanation of differences between the City's Project budget and CM@Risk's construction cost estimate and corresponding GMP. City may require that such responses and explanations be submitted in writing. CM@Risk, City and Design Professional shall engage in a mutually agreeable process in an effort to achieve a clearly understood mutually acceptable GMP.
- 2.7.8.4 In the event that the GMP exceeds the City's Project budget, the City reserves the right to direct CM@Risk (and CM@Risk shall) work in conjunction with the Design Professional to assist in the redesign of the Project as necessary to meet the agreed upon program and the stated Project budget as follows:
- a) After direction from the City, CM@Risk shall coordinate and cooperate with the Project Team to assist the Design Professional in altering and re-drafting Construction Documents as necessary to accomplish the required reduction in cost.
 - b) CM@Risk shall develop and provide to the City a GMP in connection with the altered Construction Documents to accomplish the necessary reductions in cost.
 - c) CM@Risk shall analyze the Design Professional's original submittal and as altered and redrafted Construction Documents, and make recommendations to the City as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the stated Project budget.

Notwithstanding anything in the RSOQ or CM@Risk's response to the contrary, CM@Risk shall perform the work set forth in this Section without additional compensation.

- 2.7.8.5 The City, upon receipt of any GMP proposal from CM@Risk, may submit the GMP Plans and Specifications to a third party for review and verification.
- 2.7.8.6 If CM@Risk GMP Proposal is greater than the third party estimate or if the City, for some other stated reason may desire, the City may require CM@Risk to reconfirm its GMP Proposal. CM@Risk shall accept the third party's estimate for the cost of Work as part of its GMP Proposal, or present a report within seven (7) days of a written request by the City for such a report identifying, explaining and substantiating the differences and/or explaining other concerns the City may raise. CM@Risk may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the City.
- 2.7.8.7 If during the review and negotiation of GMP Proposals design changes are required, the City shall authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents shall be furnished to CM@Risk. CM@Risk shall promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.
- 2.7.8.8 After final submission of the GMP Proposal, the City may do any of the following:
- a) Accept CM@Risk original or revised GMP Proposal, if within the City's budget, without comment;
 - b) Accept CM@Risk original or revised GMP Proposal that exceeds the City budget, and indicate in writing to CM@Risk that the Project Budget has been increased to fund the differences; or
 - c) Reject CM@Risk original or revised GMP Proposal in which event, the City may terminate this Agreement and/or elect to not enter into a separate Agreement with CM@Risk for the construction phase associated with the scope of Work reflected in the GMP Proposal.
- 2.7.8.9 Upon acceptance by the City of a GMP Proposal, the City shall prepare and CM@Risk shall execute the City's specified form of Agreement to reflect the GMP, and the GMP as approved shall become part of the Construction Services Agreement. Within ten (10) days after execution of the Construction Services Agreement, CM@Risk shall provide to the City's Senior Procurement Specialist a Performance Bond and a Labor and Material Payment Bond, each for 100% of the full Agreement price.

2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 2.8.1 There are two ways to select Subcontractors and major Suppliers prior to submission of any GMP Proposal. They are:
- a) A combination of qualifications and price derived through competitive bidding; and
 - b) Qualitative selection with the subsequent negotiation of a price that is reasonable, a prudent use of public funds and in the City's best interest.

Absent special circumstances documented in writing by CM@Risk as set forth below, the combination of qualifications and price derived through the competitive bidding process shall be used to select Subcontractors and major Suppliers. The City has the sole discretion as to whether or not to allow the purely qualitative selection of Subcontractors and Suppliers. In any event, CM@Risk shall ensure compliance with Arizona Revised Statutes § 34-603 et seq. as amended in 2005 and as it may be further amended relative to the selection of Subcontractors and major Suppliers.

- 2.8.2 The City may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when CM@Risk can demonstrate, in writing, that it is in the best interest of the Project and that the selection process shall constitute a prudent use of public funds.

- 2.8.2.1 A purely qualification-based selection of a Subcontractor(s) or Supplier(s) shall only occur prior to the submittal of any applicable GMP Proposal.
- 2.8.2.2 CM@Risk shall prepare a Subcontractor or Supplier selection plan and submit the plan to the City for approval. CM@Risk shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.
- 2.8.2.3 CM@Risk shall obtain City approval of the selected Subcontractor(s) or Supplier(s). If CM@Risk is to self-perform under this alternative, CM@Risk shall submit a detailed explanation and demonstration of the cost of the Work it shall self-perform. CM@Risk shall further provide documentation to demonstrate that for any Work that is self-performed, the cost of any such Work is a reasonable and prudent use of public funds. The City shall approve CM@Risk self-performance of any part of the Work and the cost therefore prior to accepting any GMP Proposal.
- 2.8.2.4 CM@Risk shall negotiate costs for services/supplies from each Subcontractor or Supplier selected under this method.
- 2.8.2.5 Within three (3) days of negotiating cost for services/supplies from all Subcontractors or Suppliers selected under this method, CM@Risk shall then prepare a report for the City's approval identifying the recommended Subcontractor or Supplier for each category of the Work to be performed. The report shall be in a format approved by the City's Representative and shall include, among other things, the amount of each such cost. CM@Risk shall, at its discretion or at the request of the City's Representative, request written verification of any costs selected. CM@Risk shall provide an explanation of the qualifying factors for each selection.
- 2.8.3 In all other cases, CM@Risk shall select Subcontractors and major Suppliers pursuant to the following process, which includes a combination of qualifications and price, derived through competitive bidding or as may otherwise be agreed in writing by the parties. CM@Risk shall ensure that any such process is fully compliant with the above-referenced Arizona law.
- 2.8.3.1 CM@Risk shall develop Subcontractor interest, submit the names of a minimum of three (3) qualified Subcontractors selected pursuant to a qualifications-based procedure, for each trade in the Project for approval by the City and solicit bids for the various construction categories. If there are not three (3) qualified Subcontractors available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by the City to submit less than three (3) names. Without prior written approval by the City, no change in the City-approved Subcontractors shall be allowed.
- 2.8.3.2 If CM@Risk desires to self-perform certain portions of the Work, it shall comply with, and be subject to, the requirements set forth in Subsection 2.8.2.3 above.
- 2.8.3.3 If the City objects to any nominated Subcontractor or to any nominated self-performed Work for good reason, CM@Risk shall nominate a substitute Subcontractor.
- 2.8.3.4 CM@Risk shall distribute drawings and specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.
- 2.8.3.5 CM@Risk shall receive, open, record and evaluate the bids. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals, CM@Risk, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor bids shall be done with the City representative in attendance to observe and witness the process. CM@Risk shall resolve any Subcontractor bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the Work.

- 2.8.4 Upon completion of the Subcontractor selection process, CM@Risk shall submit a summary report to the City of the entire Subcontractor selection process. The report shall indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, compliance with Arizona law as cited in Subsection 2.8.1 above and the selected Subcontractors for each category of Work.
- 2.8.5 The selected Subcontractors shall provide a schedule of values, which shall be used to create the overall Project schedule of values.
- 2.8.6 CM@Risk shall employ only Subcontractors who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.
- 2.8.7 Regardless of the selection procedure, CM@Risk is responsible for ensuring that the costs of the Subcontractor's and/or Supplier's services are reasonable and a prudent use of public funds.
- 2.8.8 Regardless of the selection procedure and in any case, CM@Risk is solely responsible for the cost and performance of the selected Subcontractors or Suppliers. The City's approvals under this section are not and shall not be construed to be a waiver, in part or in whole, of CM@Risk's responsibility and obligation to perform as set forth in this Agreement or any subsequent construction agreement or GMP and for the cost, or less than the cost, set forth in any GMP to which the parties agree.

ARTICLE 3 – PERIOD OF SERVICES

- 3.1 The design phase services described in this Agreement shall be performed by CM@Risk in accordance with the most current updated/revised Project Master Schedule. Failure on the part of CM@Risk to adhere to the Project Master Schedule requirements for activities for which it is responsible shall be sufficient grounds for termination of this Agreement by the City.
 - 3.1.1 Upon failure to adhere to the approved Project Master Schedule, the City may provide written notice to CM@Risk that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CM@Risk's receipt of such notice.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 4:00 p.m. (Flagstaff time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

- 4.1.1 Based on the design phase services fee proposal submitted by CM@Risk and accepted by the City (which by reference is made a part of this Agreement); the City shall pay CM@Risk a fee not to exceed \$ 112,821.00 as follows:

For the basic services described in Article 2, CM@Risk shall receive a fee not to exceed:	\$ 105,321.00
<u>Additional services and allowances</u> , as described in Section 4.3:	\$ 7,500.00
Total Contract Amount, not to exceed,	\$ 112,821.00

4.2 PAYMENTS

- 4.2.1 Requests for monthly payments by CM@Risk for design phase services shall be submitted on the City's "Contract Payment Request" form and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of Work completed during the preceding month. Services negotiated as a not-to-exceed fee shall be paid in accordance with the Work effort expended on that service during the preceding month.
- 4.2.2 Fees for CM@Risk and any Subconsultants shall be based upon the Hourly Rate Schedule included as Exhibit "B" attached hereto.
- 4.2.3 CM@Risk shall pay all sums due Subconsultants for services and reimbursable expenses within fourteen (14) calendar days after CM@Risk has received payment for those services from the City. In no event shall the City pay more than 90 percent (90%) of the Contract Amount until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.
- 4.2.4 CM@Risk agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.
- 4.2.5 No compensation to CM@Risk shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.
- 4.2.6 If any service(s) executed by CM@Risk is delayed or suspended in whole or in part, for a period of more than one hundred eighty (180) days through no fault of CM@Risk, CM@Risk shall be paid for the services performed prior to the delay or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

- 4.3.1 CM@Risk may be required to provide services in excess of those set forth in Article 2. Mark-ups are not authorized and only the reimbursables specifically identified below shall be reimbursed as authorized herein. Any additional services shall be requested by the City, in writing, prior to the delivery of said services. There shall be no payment by the City for any additional services provided prior to or without the written request of the City for said services.
- 4.3.2 When authorized by the City, CM@Risk shall be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:
- (a) Reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc. not to exceed \$50 per day), and authorized expenses while traveling (not to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expenses of \$45) shall be reimbursed. CM@Risk shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed \$ 0.00 without further approval of the City.
 - (b) Long-distance telephone and long-distance facsimile costs incurred on behalf of the Project shall be reimbursed. These costs shall not exceed \$ 0.00 without further approval of the City.
 - (c) Non-overhead printing expenses incurred including the printing of Construction Documents for

bidding, courier services or other Project-related services that may be requested by the City. The cost of such service shall not exceed \$ 7,500.00 (reimbursable allowance) without further approval by the City.

ARTICLE 5 - CITY'S RESPONSIBILITIES

- 5.1 The City, at no cost to CM@Risk, shall furnish the following information:
- 5.1.1 One (1) copy of data the City determines pertinent to the work. However, CM@Risk shall be responsible for searching the records and requesting information it deems reasonably required for the Project.
 - 5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
 - 5.1.3 The name of the person designated to be the City's representative during the term of this Agreement. The City's Representative has the authority to administer this Agreement and shall monitor CM@Risk's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables shall be directed to the City's Representative.
- 5.2 The City additionally shall:
- 5.2.1 Contract separately, with one or more design professionals, to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional shall be provided to CM@Risk for its information. CM@Risk shall have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.
 - 5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by CM@Risk except for those copies whose cost has been reimbursed by the City.
 - 5.2.3 Provide CM@Risk with adequate information in its possession or control regarding the City's requirements for the Project.
 - 5.2.4 Give prompt written notice to CM@Risk when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to CM@Risk that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CM@Risk's receipt of such notice.
 - 5.2.5 Notify CM@Risk of changes affecting the budget allocations or schedule.
- 5.3 The City's Representative, shall have authority to approve the Project Budget and Project Master Schedule, and render decisions and furnish information the City's Representative deems appropriate to CM@Risk.

ARTICLE 6 – AGREEMENT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Agreement (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the City's Representative before the final payment is made to CM@Risk. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of CM@Risk, which consent CM@Risk shall not unreasonably withhold, the City agrees to hold CM@Risk harmless to the extent permitted by law, from

the legal liability arising out of and or resulting from the City's alteration, modification or adaptation of the Project Documents.

- 6.1.2 CM@Risk to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by CM@Risk, its Subconsultants or personnel, during the course of performing this Agreement or arising out of the Project shall belong to CM@Risk.
- 6.1.3 License to City for Reasonable Use: CM@Risk hereby grants, and shall require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Agreement. This license shall also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then Subsection 6.1.1 above applies.
- 6.1.4 Documents to Bear Seal: When applicable and required by state law, CM@Risk and its Subconsultants shall endorse by an Arizona professional seal all plans, works, and Deliverables prepared by them for this Agreement.

6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK

CM@Risk shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Agreement and shall at its sole expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to CM@Risk to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CM@Risk in Flagstaff, Arizona would exercise under similar conditions. The fact that the City has accepted or approved CM@Risk's work or Deliverables shall in no way relieve CM@Risk of any of its responsibilities under this Agreement, nor does this requirement to correct the work or Deliverables constitute a waiver of any claims or damages otherwise available by law or Agreement to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

6.3 ALTERATION IN CHARACTER OF WORK

- 6.3.1 In the event an unanticipated or unforeseen alteration or modification in the character of Work or Deliverables results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Master Schedule, the Work or Deliverables shall nonetheless be performed as directed by the City. However, before any altered or modified Work begins, a Change Order or Amendment shall be approved and executed by the City and CM@Risk. Such Change Order or Amendment shall not be effective until approved by the City.
- 6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to CM@Risk may accordingly be adjusted by mutual agreement of the contracting parties.
- 6.3.3 No claim for extra work done, or materials furnished, by CM@Risk shall be allowed by City except as provided herein, nor shall CM@Risk do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing. Work or material(s) furnished by CM@Risk without such prior written authorization shall be at CM@Risk's sole jeopardy, cost, and expense, and CM@Risk hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

- 6.4.1 As used in this Agreement, data (“**Data**”) means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by CM@Risk in the performance of this Agreement.
- 6.4.2 The parties agree that all Data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to CM@Risk in connection with CM@Risk’s performance of this Agreement is confidential and proprietary information belonging to the City.
- 6.4.3 CM@Risk shall not divulge Data to any third party without prior written consent of the City. CM@Risk shall not use the Data for any purposes except to perform the services required under this Agreement. These prohibitions shall not apply to the following Data:
- 6.4.3.1 Data, which was known to CM@Risk prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City;
- 6.4.3.2 Data which was acquired by CM@Risk in its performance under this Agreement and which was disclosed to CM@Risk by a third party, who to the best of CM@Risk’s knowledge and belief, had the legal right to make such disclosure and CM@Risk is not otherwise required to hold such data in confidence; or
- 6.4.3.3 Data which is required to be disclosed by CM@Risk by virtue of law, regulation, or court.
- 6.4.4 In the event CM@Risk is required or requested to disclose Data to a third party, or any other information to which CM@Risk became privy as a result of any other Agreement with the City, CM@Risk shall first notify the City as set forth in this Article of the request or demand for the Data. CM@Risk shall timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such Data or other information from disclosure.
- 6.4.5 CM@Risk, unless prohibited by law, within ten (10) calendar days after completion of services for a third party on real or personal property owned or leased by the City, shall promptly deliver, as set forth in this section, a copy of all Data to the City. All Data shall continue to be subject to the confidentiality agreements of this Agreement.
- 6.4.6 CM@Risk assumes all liability for maintaining the confidentiality of the Data in its possession and agrees to compensate the City if any of the provisions of this section are violated by CM@Risk, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

- 6.5.1 Prior to the start of any work or Deliverables under this Agreement, CM@Risk shall submit to the City, an organization chart for CM@Risk staff and Subconsultants and detailed resumes of key personnel listed in its response to the City’s Request for Qualifications or subsequent fee proposals (or revisions thereto), that shall be involved in performing the services prescribed in this Agreement. Unless otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Agreement. In the event CM@Risk desires to change such key personnel from performing such services under this Agreement, CM@Risk shall submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.
- 6.5.2 CM@Risk shall maintain an adequate number of competent and qualified persons, as determined by

the City, to ensure acceptable and timely completion of the scope of services described in this Agreement throughout the period of those services. If the City objects, with reasonable cause, to any of CM@Risk's staff, CM@Risk shall take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

6.6.1 CM@Risk is and shall be an independent contractor and whatever measure of control the City exercises over the work or Deliverables pursuant to this Agreement shall be as to the results of the work only. No provision in this Agreement shall give, or be construed to give, the City the right to direct CM@Risk as to the details of accomplishing the work or Deliverables. These results shall comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

6.7.1 Prior to beginning the work or Deliverables, CM@Risk shall furnish, for the City's approval, the names of all Subconsultants to be used on this Project. All subsequent changes shall be subject to the approval of the City.

6.8 TERMINATION

6.8.1 The City and CM@Risk hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate any or all services provided for in this Agreement, or terminate any portion of the Project for which services have been performed by CM@Risk.

6.8.2 In the event the City terminates any or all of the services or any part of the services as herein provided, the City shall so notify CM@Risk in writing, and CM@Risk shall immediately after receiving such notice, discontinue advancing the Work specified under this Agreement and mitigate the expenditure, if any, of costs resulting from such termination.

6.8.3 CM@Risk, upon such termination, shall promptly deliver to the City all reports, estimates and other work or Deliverables entirely or partially completed, together with all unused materials supplied by the City.

6.8.4 CM@Risk shall appraise the work completed and submit an appraisal to the City for evaluation. The City shall have the right to inspect CM@Risk's Work or Deliverables to appraise the Work completed.

6.8.5 CM@Risk shall receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable direct costs and direct expenses attributable to such termination. The fee shall be paid in accordance with Article 4 of this Agreement, and shall be an amount mutually agreed upon by CM@Risk and the City. If there is no mutual agreement, the final determination shall be made in accordance with Section 6.9, "Disputes". However, in no event shall the fee exceed that set forth in Article 4 or as amended in accordance with Section 6.3 above, "Alteration in Character of Work". The City shall make the final payment within sixty (60) days after CM@Risk has delivered the last of the partially or otherwise completed Work items and the final fee has been agreed upon.

6.9 DISPUTE AVOIDANCE AND RESOLUTION

6.9.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

6.9.2 CM@Risk and the City shall first attempt to resolve disputes or disagreements at the field level through discussions between CM@Risk's Representative and the City's Representative.

6.9.3 If a dispute or disagreement cannot be resolved through CM@Risk's Representative and the City's Representative, CM@Risk's Senior Representative and the City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

6.9.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. 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 shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

6.10 WITHHOLDING PAYMENT

6.10.1 The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against CM@Risk, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of CM@Risk's direct personnel payroll, reimbursable expenses pertaining to the Project and records of accounts between the City and CM@Risk shall be kept on a generally recognized accounting basis and shall be available for up to three (3) years following final completion of the Project. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Agreement and any Change Orders. The City reserves the right to decrease Contract Amount and/or payments made on this Agreement if, upon audit of CM@Risk's records, the audit discloses CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 CM@Risk shall include a provision similar to Subsection 6.11.1 above in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Agreement to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Agreement if the above provision is not included in Subconsultant, Subcontractor, and Supplier Agreements, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

6.12.1 To the fullest extent permitted by law, CM@Risk agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of the CM@R related to the Work or Deliverables done in fulfilling the terms of this Agreement, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of CM@Risk to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that CM@Risk shall be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

6.13 NOTICES

6.13.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

To City:	Patrick Brown, Senior Procurement Specialist City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001
To CM@Risk	Harold Heckethorn C and E Paving & Grading, LLC P. O . Box 551 Flagstaff, Arizona 86002
To City:	Dan Holmes City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001
Copy to: Design Professional (if applicable)	Jim Hall, P. E. Plateau Engineering, Inc. 323 N. San Francisco St., Suite 201 Flagstaff, Arizona 86001

Or to other such place and with such other copies as either party may designate as to itself by written notice to the other party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

6.14 COMPLIANCE WITH ALL LAWS

6.14.1 CM@Risk will comply with all applicable Federal, State, County and City laws, regulations and policies, including but not limited to the mandatory statutory provisions in Exhibit ____, attached and made a part of this Agreement. CM@Risk understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CM@Risk agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.

6.15 CONFLICT OF INTEREST

6.15.1 To evaluate and avoid potential conflicts of interest, CM@Risk shall provide written notice to the City, as set forth in this section, of any work or services performed by CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice shall be given at least seven (7) business days prior to commencement of the Project by CM@Risk for a third party, or at least seven (7) business days prior to an adverse action as defined below. Written notice and disclosure shall be sent to:

Patrick Brown, C.P.M.
Senior Procurement Specialist
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

- 6.15.2 Actions considered to be adverse to the City under this Agreement include but are not limited to:
- (a) Using Data, as defined in this Agreement, acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City;
 - (b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
 - (c) Using Data to produce income for CM@Risk or its employees independently of performing the services under this Agreement, without the prior written consent of the City.
- 6.15.3 CM@Risk represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by CM@Risk under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.
- 6.15.4 CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of this Agreement.

6.16 CONTRACTOR'S LICENSE

- 6.16.1 Prior to award of this Agreement, CM@Risk shall provide to the City's Senior Procurement Specialist, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.17 SUCCESSORS AND ASSIGNS

- 6.17.1 The City and CM@Risk and their partners, successors, assigns, and legal representatives shall each be bound to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor CM@Risk shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. In no event shall any Contractual relationship be created or be construed to be created as between any third party and the City.

6.18 FORCE MAJEURE

- 6.18.1 If either party is delayed or prevented from the performance of any service, in whole or part, required under this Agreement by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act shall be excused, but only for the period of the delay. The time for performance of the act shall be extended for a period equivalent to the period of delay.

6.19 COVENANT AGAINST CONTINGENT FEES

- 6.19.1 CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City has any interest, financially, or otherwise, in CM@Risk. The City shall in the event of the breach or violation of this warranty, have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.20 NON-WAIVER PROVISION

- 6.20.1 The failure of either party to enforce any of the provisions of this Agreement or to require performance by the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party

to thereafter enforce each and every provision.

6.21 JURISDICTION

6.21.1 This Agreement shall be deemed to be made under, and shall be construed in accordance with, and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.22 SURVIVAL

6.22.1 All warranties, representations and indemnifications by CM@Risk shall survive the completion or termination of this Agreement.

6.23 MODIFICATION

6.23.1 No supplement, modification, or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Agreement, except as expressly provided herein to the contrary.

6.24 SEVERABILITY

6.24.1 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6.25 INTEGRATION

6.25.1 This Agreement contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.26 TIME IS OF THE ESSENCE

6.26.1 Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

6.27 THIRD PARTY BENEFICIARY

6.27.1 This Agreement shall not be construed to give any rights or benefits in the Agreement to anyone other than the City and CM@Risk. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the City and CM@Risk and not for the benefit of any other party.

6.28 COOPERATION AND FURTHER DOCUMENTATION

6.28.1 CM@Risk agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

6.29 CONFLICT IN LANGUAGE

6.29.1 All Work or Deliverables performed shall conform to all applicable City codes, ordinances and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and any Exhibits, the provisions in this Agreement shall prevail.

6.30 CANCELLATION FOR CONFLICT OF INTEREST

6.3.1 All parties hereto acknowledge that this Agreement is subject to cancellation for conflict of interest by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

6.31 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.31.1

Any plans or specifications received by CM@Risk regarding the Project are for official use only. CM@Risk may not share them with others except as required to fulfill Agreement obligations with the City.

ARTICLE 7 - INSURANCE

CM@Risk shall procure and maintain for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work or Deliverables hereunder by CM@Risk, its agents, representatives, employees, Subconsultants, Subcontractors, and/or Suppliers. Insurance requirements related to any construction Work done during the design phase or during the construction phase shall be defined in a separate Agreement associated with the construction phase. CM@Risk shall cause all Subcontracts to contain identical terms and conditions to those included in this Article.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants that might arise out of the performance of the Work or Deliverables under this Agreement by CM@Risk, its agents, representatives, employees, Subconsultants, Subcontractors, or Suppliers and CM@Risk is free to purchase such additional insurance as it may determine necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CM@Risk shall provide coverage at least as broad and with limits of liability not less than those stated below.

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

General Aggregate/per project	\$2,000,000/ \$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 100,000

7.1.1.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 12/93 or any replacement thereof)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
---	-------------

7.1.1.3 Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers Liability:	
Each Accident	\$ 500,000
Disease-Policy Limit	\$ 500,000
Disease-Each Employee	\$ 500,000

7.1.2 Self-Insured Retentions Any self-insured retentions and deductibles greater than \$10,000 shall be declared to and approved by the City.

7.2 OTHER INSURANCE REQUIREMENTS

- 7.2.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
- 7.2.1.1 The City, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of CM@Risk, including the City's general supervision of CM@Risk; products and completed operations of CM@Risk; and automobiles owned, leased, hired or borrowed by CM@Risk.
- 7.2.1.2 The Commercial General Liability Insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of the explosion, collapse or underground hazard ("EXU").
- 7.2.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by CM@Risk, even if those limits of liability are in excess of those required by this Agreement. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85.
- 7.2.2 CM@Risk's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of CM@Risk's insurance and shall not contribute to it.
- 7.2.3 CM@Risk's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage provided by CM@Risk and its Subcontractors shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 7.2.4 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the City.
- 7.2.5 Workers' Compensation and Employers Liability policies are to contain, or be endorsed to contain, the following: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed for the City.

7.3 SUBCONSULTANT INSURANCE

- 7.3.1 CM@Risk's certificate(s) shall include all Subcontractors as insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

7.4 NOTICE OF CANCELLATION

- 7.4.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Patrick Brown, C.P.M.
Senior Procurement Specialist
The City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

7.5 ACCEPTABILITY OF INSURERS

- 7.5.1 Insurance is to be placed with insurers duly licensed companies in the State of Arizona, and with an A.M. Best's rating of no less than A-,7, or as approved by the City and licensed in the State of Arizona

with policies and forms satisfactory to the City. The City in no way warrants that the above required minimum insurer rating is sufficient to protect CM@Risk from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

- 7.6.1 CM@Risk shall furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsement(s) that restricts or limits coverages shall be clearly noted on the Certificate of Insurance.
- 7.6.2 All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to the earlier of commencement of work under this Agreement or signing of this Agreement, and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of this Agreement.
- 7.6.3 All Certificates of Insurance required by this Agreement shall be sent directly to the Contracts Division. The Project Number and Project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

7.7 APPROVAL

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

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____.

THE CITY OF FLAGSTAFF, ARIZONA,
an Arizona Municipal Corporation

C and E Paving & Grading, LLC.
an Arizona Corporation

By: _____
Kevin Burke
City Manager

By: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A – PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Agreement are to be performed:

The Street Maintenance Program includes street overlay, chip seal, micro seal and crack sealing construction to preserve and maintain existing asphalt street and parking lot pavements. The contract work also includes removal and replacement of curb returns and sidewalks at many locations on the streets overlaid to bring these streets into compliance with the Americans With Disabilities Act (ADA). Traffic signal detection modifications may be required where the work disturbs existing detection equipment. Utility adjustments and pavement marking are also included in the work.

The overlay streets are selected after evaluation of the street condition using pavement management software owned by the City. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows.

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City street pavements and avoid costly pavement reconstruction. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

EXHIBIT B – HOURLY RATE SCHEDULE

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City on October 22, 2014.

LIST OF CLASSIFICATIONS:

See attached Fee Schedule.

EXHIBIT B - Hourly Rate Schedule

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City on of Flagstaff

LIST OF CLASSIFICATIONS:

<u>Classification</u>	<u>Direct Labor Rate</u>	<u>Total Labor Rate</u>
Project Principal	\$0.00	\$0.00
Project Manager	\$59.00	\$67.85
Sr. Engineer / Chief Estimator	\$56.00	\$64.40
Engineer / Estimator	\$0.00	\$0.00
Contracts Coordinator	\$22.51	\$25.89
Secretary / Administrator	\$16.87	\$19.40

EXHIBIT B - Hourly Rate Schedule

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City on of Flagstaff

LIST OF CLASSIFICATIONS:

<u>Classification</u>	<u>Direct Labor Rate</u>	<u>Total Labor Rate</u>
Project Principal	\$0.00	\$0.00
Project Manager	\$59.50	\$68.43
Sr. Engineer / Chief Estimator	\$56.50	\$64.98
Engineer / Estimator	\$0.00	\$0.00
Contracts Coordinator	\$23.00	\$26.45
Secretary / Administrator	\$17.40	\$20.01

EXHIBIT B - Hourly Rate Schedule

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City on of Flagstaff

LIST OF CLASSIFICATIONS:

<u>Classification</u>	<u>Direct Labor Rate</u>	<u>Total Labor Rate</u>
Project Principal	\$0.00	\$0.00
Project Manager	\$59.75	\$68.71
Sr. Engineer / Chief Estimator	\$56.75	\$65.26
Engineer / Estimator	\$0.00	\$0.00
Contracts Coordinator	\$23.25	\$26.74
Secretary / Administrator	\$17.65	\$20.30

EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMP

GMP proposal(s) Submittals; one (1) copy for review, eight (8) copies shall be requested by the City's Project Representative prior to Agreement execution. The eight (8) copies shall be velo punched and bound.

Table of Contents:

1. Scope of Work
 2. Summary of the GMP
 3. Schedule of Values – summary spreadsheet and backup documents
 4. List of Plans and Specifications used for GMP Proposal
 5. List of clarification and assumptions
 6. Project Master Schedule
 7. MBE/WBE Requirements / Utilization Form / Letter of Intent
1. Scope of work shall consist of a brief description of the work to be performed by CM@Risk and major points that CM@Risk and the City shall be aware of pertaining to the scope.
 2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

The general condition fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #: 01-15001

DATE:

PROJECT NAME: Street Maintenance Program 2015, 2016, 2017

GMP Summary			AMOUNT
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)		\$
INDIRECT COSTS			RATE
B.	CM@Risk's Contingency		% \$
C.	Construction Fee		% \$
D.	General Conditions		% \$
	D1	Payment and Performance Bond	% \$
	D2	Insurance	% \$
E.	Sales Taxes		% \$
F. TOTAL GMP			\$
G. Owner's Contingency			\$

Formulas:

Total GMP: $A+B+C+D+E = F$

Rates (Percentages) are calculated by dividing each amount by F, such as B/F, D/F, and D1/F

(Do not acquire bond or insurance until notified by the City's Project Representative.)

3. Schedule of Values - spreadsheet with the estimated cost organized by subagreement categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and CM@Risk's construction phase fee. The supporting document for the spreadsheet shall be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.
4. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. (Date stamped and signed by Contractor)
5. A list of the clarifications and assumptions made by CM@Risk in the preparation of the GMP proposal, to supplement the information contained in the documents.
6. A Critical Path Method (CPM) diagram construction schedule.

NOTE: The submittal package shall be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading shall be kept to a minimum. If used, make sure the color or shading shall not affect the reproduction of the submittal in black and white.

For questions regarding the submittal requirements, please contact the City's Project Representative at (928) 213-2108

EXHIBIT D – FEE PROPOSAL

See Attached Documents

EXHIBIT D - FEE PROPOSAL SUMMARY

STREET MAINTENANCE PROGRAM 2015, 2016, 2017

FEE BREAKDOWN PER YEAR

PROJECT NO. 01-15001
040-06-162-3073-6-4443

Calendar Year	Estimated Design Fee	Reimursable Expenses	Total Fee
2015	\$34,828.00	\$2,500.00	\$37,328.00
2016	\$35,164.00	\$2,500.00	\$37,664.00
2017	\$35,329.00	\$2,500.00	\$37,829.00
TOTAL ESTIMATED FEE			\$112,821.00

DERIVATION OF COST PROPOSAL

Design Phase Services

(Round Figures to the nearest \$1)

ESTIMATED DIRECT LABOR

<u>Classification</u>	<u>Estimated Hours</u>	<u>Average Hourly Rate</u>	<u>Labor Costs</u>
Project Principal	0	\$0.00	\$0
Project Manager	251	\$59.00	\$14,809
Sr Eng. / Chf. Estim.	205	\$56.00	\$11,480
Engineer / Estimator	0	\$0.00	\$0
Contracts Coordinator	14	\$22.51	\$315
Secretary / Admin.	55	\$16.87	\$928
Total Hours:	525		27,532

Total Estimated Labor:		\$27,532	
Provisional OVERHEAD @	15%	\$4,130	
Sub-Total:			\$31,662

OTHER DIRECT COSTS

Travel	\$0	
Reproduction	\$2,500	
Other	\$0	
Total Estimated Other Direct Costs:		\$2,500

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

<u>Firm</u>	<u>Hours</u>	<u>Cost</u>	<u>Method of Compensation (CPNE, LS)</u>
	0	\$0	LS
Total Estimated Outside Services:			\$0

Total Estimated Cost to Consultant:	\$31,662
Fee (Direct Labor + Overhead x Multiplier) @ 10.0%	\$3,166
TOTAL FEE:	\$34,828
Other Direct Costs (Article 4.3)	\$2,500

TOTAL ESTIMATED COST \$37,328

Corkey Heckethorn
 Project Manager

Date

Detailed Work Hour Estimate

2.1 GENERAL	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.1.2. Written Evaluation of City's Project Program & Budget	0						
2.1.3 Weekly Meetings	36		18	18			
Preliminary Site Visits	46		23	23			
2.1.5 Special Workshops or Public Meetings ALLOWANCE	0						
Subtotal	82	0	41	41	0	0	0

2.2 CONSTRUCTION MANAGEMENT PLAN	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.2.1 Prepare CMP (written document)	0						
2.2.1 CMP Review Meeting	0						
2.2.1 Incorporate CMP Review Comments	0						
2.2.1 Existing Utility Conflict/Constructability Review	16		8	8			
2.2.2 Formal Update of CMP	0						
	0						
	0						
Subtotal	16	0	8	8	0	0	0

2.3 PROJECT SCHEDULE	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.3.1 Develop Project Master Schedule	32		16	16			10
2.3.5. Update Master Schedule Monthly (6 updates)	12		6	6			10
2.3.5 Monthly Schedule Narrative	0						
2.3.6. Project Phasing Input	18		9	9			
	0						
	0						
Subtotal	62	0	31	31	0	0	20

2.4 DESIGN DOCUMENT REVIEW	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.4.1. Periodic Evaluation of Construction Market	18		6	12			
2.4.2. Subsurface Investigation Recommendations	0						
2.4.3. Informal Design Document Reviews (6hrs/wk for 20wks)	33		17	16			
2.4.4. Formal Plan Review/Scope Evaluation/Constructability/Bidability Reviews	23		10	5		8	
2.4.5. Notifications of Variance or Deficiency	7		5	2			
2.4.6. Alternate Systems Evaluations	24		12	12			
Subtotal	105	0	50	47	0	8	0

Detailed Work Hour Estimate

2.5 COST ESTIMATES

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
2.5.1. Formal Cost Model and write-up for 30% design submittal	45		18	17			10
2.5.2. Recommendations for cost-budget alignment	0						
2.5.3. Periodic cost evaluations and trends with budget provide written reports, trend logs (assume 3)	0						
2.5.4. Cash Flow Projection	8		8				
Subtotal	53	0	26	17	0	0	10

2.6 DBE REQUIREMENTS

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
2.6.1. Goal Setting Meeting	0						
2.6.2. DBE Documentation (not for FAA; only GMP)	0						
Subtotal	0	0	0	0	0	0	0

2.7 GMP PROPOSALS

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
Prepare GMP Proposals	35		15	12			8
Flagstaff-GMP Review Meetings	18		9	9			
Incorporate Flagstaff-GMP Review Comments	16		8	8			
	0						
	0						
Subtotal	69	0	32	29	0	0	8

2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
Prepare List of Potential Subcontractors	14		8	8			
Prepare Prequalification Packages	0						
Receive & Summarize Prequalification Process	0						5
Prepare GMP Bid Packages	37		16	16		6	
Produce Bid Summary	24		10	8			
Conduct Post Bid Meetings w/subs	11		11				
Prepare & Issue Subcontracts	32		20				12
	0						
	0						
Subtotal	118	0	63	32	0	6	17

C and E Paving & Grading L.L.C.
 City of Flagstaff
 Street Maintenance Program 2015

Project No.: 01-15001

ESTIMATED HOURS
Design Phase Services

TASK DESCRIPTION	Project Principal		Project Manager		Sr. Eng. / Chf. Estim.		Engineer / Estimator		Contracts Coordinator		Secretary / Admin.		TOTAL	
	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate
Billing Rate				\$67.85		\$64.40				\$25.89		\$19.40		
2.1 GENERAL	-	\$0	41	\$2,782	41	\$2,640	-	\$0	-	\$0	-	\$0	82	\$5,422
2.2 CONSTRUCTION MANAGEMENT PLAN	-	\$0	8	\$543	8	\$515	-	\$0	-	\$0	-	\$0	16	\$1,058
2.3 PROJECT SCHEDULE	-	\$0	31	\$2,103	31	\$1,996	-	\$0	-	\$0	20	\$388	82	\$4,487
2.4 DESIGN DOCUMENT REVIEW	-	\$0	50	\$3,393	47	\$3,027	-	\$0	8	\$207	-	\$0	105	\$6,627
2.5 COST ESTIMATES	-	\$0	26	\$1,764	17	\$1,095	-	\$0	-	\$0	10	\$194	53	\$3,053
2.6 DBE REQUIREMENTS	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0
2.7 GMP PROPOSALS	-	\$0	32	\$2,171	29	\$1,868	-	\$0	-	\$0	8	\$155	69	\$4,194
2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS	-	\$0	63	\$4,275	32	\$2,061	-	\$0	6	\$155	17	\$330	118	\$6,821
TOTAL	-	\$0	251	\$17,031	205	\$13,202	-	\$0	14	\$362	55	\$1,067	525	\$31,662

DERIVATION OF COST PROPOSAL

Design Phase Services

(Round Figures to the nearest \$1)

ESTIMATED DIRECT LABOR

<u>Classification</u>	<u>Estimated Hours</u>	<u>Average Hourly Rate</u>	<u>Labor Costs</u>	
Project Principal	0	\$0.00	\$0	
Project Manager	251	\$59.50	\$14,935	
Sr Eng. / Chf. Estim.	205	\$56.50	\$11,583	
Engineer / Estimator	0	\$0.00	\$0	
Contracts Coordinator	14	\$23.00	\$322	
Secretary / Admin.	55	\$17.40	\$957	
Total Hours:	<u>525</u>		<u>27,797</u>	
Total Estimated Labor:			\$27,797	
Provisional OVERHEAD @			15%	<u>\$4,170</u>
Sub-Total:				\$31,967

OTHER DIRECT COSTS

Travel	\$0	
Reproduction	\$2,500	
Other	\$0	
Total Estimated Other Direct Costs:		\$2,500

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

<u>Firm</u>	<u>Hours</u>	<u>Cost</u>	<u>Method of Compensation (CPNE, LS)</u>
	0	\$0	LS
Total Estimated Outside Services:			<u>\$0</u>

Total Estimated Cost to Consultant:	\$31,967
Fee (Direct Labor + Overhead x Multiplier) @ 10.0%	\$3,197
TOTAL FEE:	<u>\$35,164</u>
Other Direct Costs (Article 4.3)	<u>\$2,500</u>

TOTAL ESTIMATED COST \$37,664

Corkey Heckethorn
Project Manager

Date

Detailed Work Hour Estimate

2.1 GENERAL	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.1.2. Written Evaluation of City's Project Program & Budget	0						
2.1.3 Weekly Meetings	36		18	18			
Preliminary Site Visits	46		23	23			
2.1.5 Special Workshops or Public Meetings ALLOWANCE	0						
Subtotal	82	0	41	41	0	0	0

2.2 CONSTRUCTION MANAGEMENT PLAN	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.2.1 Prepare CMP (written document)	0						
2.2.1 CMP Review Meeting	0						
2.2.1 Incorporate CMP Review Comments	0						
2.2.1 Existing Utility Conflict/Constructability Review	16		8	8			
2.2.2 Formal Update of CMP	0						
	0						
	0						
Subtotal	16	0	8	8	0	0	0

2.3 PROJECT SCHEDULE	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.3.1 Develop Project Master Schedule	32		16	16			10
2.3.5. Update Master Schedule Monthly (6 updates)	12		6	6			10
2.3.5 Monthly Schedule Narrative	0						
2.3.6. Project Phasing Input	18		9	9			
	0						
	0						
Subtotal	62	0	31	31	0	0	20

2.4 DESIGN DOCUMENT REVIEW	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.4.1. Periodic Evaluation of Construction Market	18		6	12			
2.4.2. Subsurface Investigation Recommendations	0						
2.4.3. Informal Design Document Reviews (6hrs/wk for 20wks)	33		17	16			
2.4.4. Formal Plan Review/Scope Evaluation/ Constructability/Bidability Reviews	23		10	5		8	
2.4.5. Notifications of Variance or Deficiency	7		5	2			
2.4.6. Alternate Systems Evaluations	24		12	12			
Subtotal	105	0	50	47	0	8	0

Detailed Work Hour Estimate

2.5 COST ESTIMATES

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
2.5.1. Formal Cost Model and write-up for 30% design submittal	45		18	17			10
2.5.2. Recommendations for cost-budget alignment	0						
2.5.3. Periodic cost evaluations and trends with budget provide written reports, trend logs (assume 3)	0						
2.5.4. Cash Flow Projection	8		8				
Subtotal	53	0	26	17	0	0	10

2.6 DBE REQUIREMENTS

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
2.6.1. Goal Setting Meeting	0						
2.6.2. DBE Documentation (not for FAA; only GMP)	0						
Subtotal	0	0	0	0	0	0	0

2.7 GMP PROPOSALS

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
Prepare GMP Proposals	35		15	12			8
Flagstaff-GMP Review Meetings	18		9	9			
Incorporate Flagstaff-GMP Review Comments	16		8	8			
	0						
	0						
Subtotal	69	0	32	29	0	0	8

2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
Prepare List of Potential Subcontractors	14		6	8			
Prepare Prequalification Packages	0						
Receive & Summarize Prequalification Process	0						5
Prepare GMP Bid Packages	37		16	16		6	
Produce Bid Summary	24		10	8			
Conduct Post Bid Meetings w/subs	11		11				
Prepare & Issue Subcontracts	32		20				12
	0						
	0						
Subtotal	118	0	63	32	0	6	17

ALLOWANCES BREAKDOWN

Travel

Miles to Site		trips/month x		months x		miles/trip	
		=		total miles @		per mile =	
Miles to Owner Office		trips/month x		months x		miles/trip	
		=		total miles @		per mile =	
Auto Rental		days @		per day =			
Auto Rental (Fuel)		miles @		mpg @		per gal. =	
Lodging		people/ @		per day for		days =	
Meals		people/ @		per day for		days =	
Airfare		people/ @		per person for		trip =	
						Sub-total Travel:	\$0

Reproduction

Copies, 8.5"x11"		copies/month x		months =		copies @		per copy =
Copies, 11"x17"		copies/month x		months =		copies @		per copy =
Plots - Bond		sheets x		copy per submittal x		s.f./sheet @		per s.f. =
		submittal @						
Plots - Vellum		sheets x		copy per submittal x		s.f./sheet @		per s.f. =
		submittal @						
Plots - Mylar		sheets x		copy per submittal x		s.f./sheet @		per s.f. =
		submittal @						
Outside Repro.	10	@ cost	50	copies @	5	per copy =		\$2,500
						Sub-total Reproduction:		\$2,500

Other

Film and Processing		rolls @	\$20.00	per 36 exposure roll =			
Local Delivery Service		trips/month @	\$8.00	per trip x		months	
Express Mail Service		packages/month @	\$12.00	per package x		months	
Special Supplies							
(Foam Core Mounting)							
						Sub-total Other:	\$0

TOTAL OTHER DIRECT COSTS **\$2,500**

C and E Paving & Grading L.L.C.
 City of Flagstaff
 Street Maintenance Program 2016

Project No.: 01-16001

ESTIMATED HOURS
Design Phase Services

TASK DESCRIPTION	Project Principal		Project Manager		Sr. Eng. / Chf. Estim.		Engineer / Estimator		Contracts Coordinator		Secretary / Admin.		TOTAL	
	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate
Billing Rate				\$68.43		\$64.98				\$26.45		\$20.01		
2.1 GENERAL	-	\$0	41	\$2,806	41	\$2,664	-	\$0	-	\$0	-	\$0	82	\$5,470
2.2 CONSTRUCTION MANAGEMENT PLAN	-	\$0	8	\$547	8	\$520	-	\$0	-	\$0	-	\$0	16	\$1,067
2.3 PROJECT SCHEDULE	-	\$0	31	\$2,121	31	\$2,014	-	\$0	-	\$0	20	\$400	82	\$4,535
2.4 DESIGN DOCUMENT REVIEW	-	\$0	50	\$3,422	47	\$3,054	-	\$0	8	\$212	-	\$0	105	\$6,688
2.5 COST ESTIMATES	-	\$0	26	\$1,779	17	\$1,105	-	\$0	-	\$0	10	\$200	53	\$3,084
2.6 DBE REQUIREMENTS	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0
2.7 GMP PROPOSALS	-	\$0	32	\$2,190	29	\$1,884	-	\$0	-	\$0	8	\$160	69	\$4,234
2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS	-	\$0	63	\$4,311	32	\$2,079	-	\$0	6	\$159	17	\$340	118	\$6,889
														\$0
														\$0
														\$0
TOTAL	-	\$0	251	\$17,176	205	\$13,321	-	\$0	14	\$371	55	\$1,100	525	\$31,967

DERIVATION OF COST PROPOSAL

Design Phase Services

(Round Figures to the nearest \$1)

ESTIMATED DIRECT LABOR

<u>Classification</u>	<u>Estimated Hours</u>	<u>Average Hourly Rate</u>	<u>Labor Costs</u>
Project Principal	0	\$0.00	\$0
Project Manager	251	\$59.75	\$14,997
Sr Eng. / Chf. Estim.	205	\$56.75	\$11,634
Engineer / Estimator	0	\$0.00	\$0
Contracts Coordinator	14	\$23.25	\$326
Secretary / Admin.	55	\$17.65	\$971
Total Hours:	525		27,928

Total Estimated Labor:		\$27,928
Provisional OVERHEAD @ 15%		\$4,189
Sub-Total:		\$32,117

OTHER DIRECT COSTS

Travel	\$0
Reproduction	\$2,500
Other	\$0
Total Estimated Other Direct Costs:	\$2,500

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

<u>Firm</u>	<u>Hours</u>	<u>Cost</u>	<u>Method of Compensation (CPNE, LS)</u>
	0	\$0	LS
Total Estimated Outside Services:			\$0

Total Estimated Cost to Consultant:	\$32,117
Fee (Direct Labor + Overhead x Multiplier) @ 10.0%	\$3,212
TOTAL FEE:	\$35,329
Other Direct Costs (Article 4.3)	\$2,500

TOTAL ESTIMATED COST \$37,829

Corkey Heckethorn
 Project Manager

Date

Detailed Work Hour Estimate

2.1 GENERAL		TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY								
2.1.2. Written Evaluation of City's Project Program & Budget		0						
2.1.3 Weekly Meetings		36		18	18			
Preliminary Site Visits		46		23	23			
2.1.5 Special Workshops or Public Meetings ALLOWANCE		0						
Subtotal		82	0	41	41	0	0	0

2.2 CONSTRUCTION MANAGEMENT PLAN		TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY								
2.2.1 Prepare CMP (written document)		0						
2.2.1 CMP Review Meeting		0						
2.2.1 Incorporate CMP Review Comments		0						
2.2.1 Existing Utility Conflict/Constructability Review		16		8	8			
2.2.2 Formal Update of CMP		0						
		0						
		0						
Subtotal		16	0	8	8	0	0	0

2.3 PROJECT SCHEDULE		TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY								
2.3.1 Develop Project Master Schedule		32		16	16			10
2.3.5 Update Master Schedule Monthly (6 updates)		12		6	6			10
2.3.5 Monthly Schedule Narrative		0						
2.3.6. Project Phasing Input		18		9	9			
		0						
		0						
Subtotal		62	0	31	31	0	0	20

2.4 DESIGN DOCUMENT REVIEW		TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY								
2.4.1. Periodic Evaluation of Construction Market		18		6	12			
2.4.2. Subsurface Investigation Recommendations		0						
2.4.3. Informal Design Document Reviews (6hrs/wk for 20wks)		33		17	16			
2.4.4. Formal Plan Review/Scope Evaluation/ Constructability/Bidability Reviews		23		10	5		8	
2.4.5. Notifications of Variance or Deficiency		7		5	2			
2.4.6. Alternate Systems Evaluations		24		12	12			
Subtotal		105	0	50	47	0	8	0

Detailed Work Hour Estimate

2.5 COST ESTIMATES

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
2.5.1. Formal Cost Model and write-up for 30% design submittal	45		18	17			10
2.5.2. Recommendations for cost-budget alignment	0						
2.5.3. Periodic cost evaluations and trends with budget provide written reports, trend logs (assume 3)	0						
2.5.4. Cash Flow Projection	8		8				
Subtotal	53	0	26	17	0	0	10

2.6 DBE REQUIREMENTS

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
2.6.1. Goal Setting Meeting	0						
2.6.2. DBE Documentation (not for FAA; only GMP)	0						
Subtotal	0	0	0	0	0	0	0

2.7 GMP PROPOSALS

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
Prepare GMP Proposals	35		15	12			8
Flagstaff-GMP Review Meetings	18		9	9			
Incorporate Flagstaff-GMP Review Comments	16		8	8			
	0						
	0						
Subtotal	69	0	32	29	0	0	8

2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS

ACTIVITY	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
Prepare List of Potential Subcontractors	14		6	8			
Prepare Prequalification Packages	0						
Receive & Summarize Prequalification Process	0						5
Prepare GMP Bid Packages	37		16	16		6	
Produce Bid Summary	24		10	8			
Conduct Post Bid Meetings w/subs	11		11				
Prepare & Issue Subcontracts	32		20				12
	0						
	0						
Subtotal	118	0	63	32	0	6	17

ESTIMATED HOURS
Design Phase Services

TASK DESCRIPTION	Project Principal		Project Manager		Sr Eng. / Chf. Estim.		Engineer / Estimator		Contracts Coordinator		Secretary / Admin.		TOTAL	
	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate
Billing Rate			\$68.71		\$65.26		\$0.00		\$26.74		\$20.30			
2.1 GENERAL	-	\$0	41	\$2,817	41	\$2,676	-	\$0	-	\$0	-	\$0	82	\$5,493
2.2 CONSTRUCTION MANAGEMENT PLAN	-	\$0	8	\$550	8	\$522	-	\$0	-	\$0	-	\$0	16	\$1,072
2.3 PROJECT SCHEDULE	-	\$0	31	\$2,130	31	\$2,023	-	\$0	-	\$0	20	\$406	82	\$4,558
2.4 DESIGN DOCUMENT REVIEW	-	\$0	50	\$3,436	47	\$3,067	-	\$0	8	\$214	-	\$0	105	\$6,717
2.5 COST ESTIMATES	-	\$0	26	\$1,787	17	\$1,110	-	\$0	-	\$0	10	\$203	53	\$3,100
2.6 DBE REQUIREMENTS	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0
2.7 GMP PROPOSALS	-	\$0	32	\$2,199	29	\$1,893	-	\$0	-	\$0	8	\$162	69	\$4,253
2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS	-	\$0	63	\$4,329	32	\$2,088	-	\$0	6	\$160	17	\$345	118	\$6,923
TOTAL	-	\$0	251	\$17,248	205	\$13,379	-	\$0	14	\$375	55	\$1,116	525	\$32,117

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jennifer Brown, Special Services Supervisor
Co-Submitter: Candace Schroeder, Sr Procurement Specialist
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration and Approval of Purchase: Four (4) Police Interceptor Utility Vehicles

RECOMMENDED ACTION:

Approve the purchase contract to the lowest responsive and responsible bid from Peoria Ford of Phoenix, for the purchase of four (4) Police Interceptor Utility model vehicles for the amount of \$111,372.68, plus applicable fees.

Policy Decision or Reason for Action:

The purchases being recommended were all reviewed and approved by the Fleet Committee.

Financial Impact:

The police vehicles are budgeted in Police Rolling Stock (001-04-061-0221-2-4401) at \$25,752.24/each or \$103,008.96 not including applicable fees. The Police Department has budgeted in the amount of \$114,500 for the police rolling stock.

Connection to Council Goal:

Effective governance

Has There Been Previous Council Decision on This:

The Flagstaff Police Department requested and purchased four (4) Ford Police Interceptor Sedans in Fiscal Year 14 with the approval of City Council.

Options and Alternatives:

Forego purchase of the police vehicles at this time. One impact may be that we run the risk of having older police vehicles incurring high maintenance costs and delayed response times. By accepting this option the City may experience additional downtime, additional repair costs and vehicles in for repair may affect the City's ability to provide good customer service to the community.

Background/History:

All four of these Emergency Response police vehicles are for the Police Department (Patrol), and all are replacement vehicles. The criterion for replacement of a police vehicle is 5 years and/or 115,000 miles. Each of the four police vehicles being replaced will exceed 115,000 miles or more before the end of this fiscal year. All vehicles being presented to the City Council for purchase have been reviewed, evaluated and approved by the Fleet Management Committee, which is comprised of the Fleet Superintendent, line workers, and supervisors throughout our organization.

During the review/replacement process, the Fleet Superintendent along with his staff first evaluates the vehicles proposed for replacement. In performing their evaluation they review fiscal year-to-date as well as life-to-date maintenance costs to determine if the vehicle or equipment has had any recent major component overhaul or replacement. If the existing units are mechanically sound and the body is in fairly good condition, the unit is usually recommended for retention for another year. If a unit has incurred a significant number of expenditures and is likely to experience major component failures, the unit will be recommended for replacement by the Fleet Superintendent and forwarded to the City Fleet Management Committee for replacement consideration.

The Police Department has purchased 8 Ford Police Interceptor sedans during the last two fiscal years due to Ford no longer manufacturing the Crown Victoria. During this period the Police Department has evaluated this vehicle and has been somewhat concerned with the small cabin space. Therefore we have requested and received approval from the Fleet Committee to purchase the Ford Police Interceptor Utility version which is actually slightly less expensive than the sedan. This model allows for more versatility and provide more space and room for the officer and the amount of equipment needed to perform their daily work duties. The Police Department will purchase all new equipment (lights, partitions, radio consoles, etc.) in order to have a complete patrol vehicle. The Police Department will continue to find cost effective solutions to build patrol vehicles which are safe, reliable and allow the officers to properly conduct their job duties.

On September 12, 2014, staff advertised an Invitation for Bid (IFB) solicitation for procuring 4 police utility patrol vehicles. A total of six (6) bids were received on September 23, 2014. Staff reviewed all bids and determined Peoria Ford of Phoenix to be the lowest responsive responsible bid. Unit price bid is \$27,843.17, staff is wanting to purchase four (4) units for a total of \$111,372.68.

Key Considerations:

The purchases being recommended were all reviewed and approved by the Fleet Committee. The Police Department has budgeted for this purchase in the police rolling stock.

Community Benefits and Considerations:

Having a reliable fleet of police vehicles allows the Police Department to effectively provide exemplary services to the citizens of Flagstaff in a safe and timely manner.

Expanded Options and Alternatives:

Forego purchase of the police vehicles at this time. One impact may be that we run the risk of having older police vehicles incurring high maintenance costs leading to a possibility of delayed response times. By accepting this option the City may experience additional downtime, additional repair costs and vehicles in for repair.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration and Adoption of Resolution No. 2014-40: A resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the General Election held on November 4, 2014

RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-40 by title only
- 2) City Clerk reads Resolution No. 2014-40 by title only (if approved above)
- 3) Adopt Resolution No. 2014-40

Policy Decision or Reason for Action:

Resolution No. 2014-40 approves the canvass of the November 4, 2014, General Election which was held in conjunction with the County as part of the statewide election. ARS 16-542A requires the governing body to meet and canvass the election results not less than six days nor more than twenty days following the election.

Financial Impact:

There are no financial impacts of this specific action.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOAL:

11. Effective governance

Has There Been Previous Council Decision on This:

None other than prior action calling the General Election to be held.

Options and Alternatives:

1) Not adopt Resolution No. 2014-40, but the canvass would still be required to be approved. Providing it in resolution format helps to memorialize the information.

Background/History:

The City of Flagstaff, along with many other municipalities around the state, was required to move its election date for local candidates to the fall of even-numbered years based on recent legislation. The General Election of Flagstaff was held in conjunction with the statewide election which was administered by Coconino County. The results of that election are included in the attached resolution.

Community Involvement:

Empower - Providing for an election of candidates at the General Election places the ultimate power in the voters of the City.

Attachments: [Res. 2014-40](#)

RESOLUTION NO. 2014-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, DECLARING OFFICIAL AND ADOPTING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 4, 2014

RECITALS:

WHEREAS, A.R.S. §16-642 requires that the City Council canvass the returns of an election no earlier than six (6) nor later than twenty (20) days following the election; and

WHEREAS, the General Election returns have been presented to and have been canvassed by the Flagstaff City Council.

ENACTMENTS:

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

SECTION 1. That the total number of ballots cast at said General Election for the City of Flagstaff, as shown by the Election Summary Report provided by the Coconino County Elections Department, Exhibit A attached hereto and made a part hereof, was 16,910 out of 31,140 registered voters, for a 54% voter turnout.

SECTION 2. That the following results of the November 4, 2014, General Election are hereby declared official:

CANDIDATES FOR MAYOR

HASAPIS, James (Jamey)	6,730	(43.52%)
NABOURS, Jerry	8,687	(56.18%)

CANDIDATES FOR COUNCIL

BAROTZ, Celia	8,619	(20.62%)
MCCARTHY, Jim	6,343	(15.18%)
ODEGAARD, Charlie	6,748	(16.15%)
OVERTON, Scott	6,971	(16.68%)
PUTZOVA, Eva	7,426	(17.77%)
WOODSON, Mark	5,565	(13.31%)
WRITE-INS	123	(.29%)

QUESTION NO. 406 – ROAD REPAIR AND STREET SAFETY INITIATIVE

YES	10,310	(63.07%)
NO	6,037	(36.93%)

SECTION 3. That of the 21,281 Early Ballots submitted issued, the following results apply:

Early Ballots Accepted	12,698
Early Ballots Returned as Undeliverable	906

REJECTED EARLY BALLOTS:

Received too late	49
Signature different	48
Signature missing	14
Voted twice	1

TOTAL REJECTED	112
----------------	-----

SECTION 4. That based on the above-referenced results, the following individuals have been elected to their respective position and will assume said office on December 2, 2014:

MAYOR	Jerry Nabours
COUNCILMEMBER	Celia Barotz
COUNCILMEMBER	Scott Overton
COUNCILMEMBER	Eva Putzova

SECTION 5. That based on the above-referenced results, Question No. 406, the Road Repair and Street Safety Initiative has passed.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 18th day of November, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

EXHIBIT A – Election Summary Report

Statement of Votes Cast
GENERAL ELECTION

Date:11/13/14

Time:16:06:23

Page:1 of 8

November 4, 2014

SOVC For Jurisdiction Wide, All Counters, City of Flagstaff
FINAL RESULTS

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
Flagstaff 1	1308	837	63.99%
Flagstaff 2	1132	764	67.49%
Flagstaff 3	807	524	64.93%
Flagstaff 4	1435	1058	73.73%
Flagstaff 5	1851	1302	70.34%
Flagstaff 6	976	546	55.94%
Flagstaff 7	964	567	58.82%
Flagstaff 8	787	568	72.17%
Flagstaff 9	1190	416	34.96%
Flagstaff 10	460	72	15.65%
Flagstaff 11	799	323	40.43%
Flagstaff 12	882	325	36.85%
Flagstaff 13	861	124	14.40%
Flagstaff 14	959	275	28.68%
Flagstaff 15	2221	1040	46.83%
Flagstaff 16	1647	1044	63.39%
Flagstaff 17	607	275	45.30%
Flagstaff 18	645	295	45.74%
Flagstaff 19	1425	859	60.28%
Flagstaff 20	743	128	17.23%
Flagstaff 21	1934	1208	62.46%
Flagstaff 22	2338	1394	59.62%
Flagstaff 23	1064	524	49.25%
Flagstaff 24	2243	1464	65.27%
Flagstaff 25	1643	1033	62.87%
Flagstaff 26	884	379	42.87%
Bellemont 40	445	229	51.46%
Blue Ridge 41	493	374	75.86%
Bodaway 42	1002	556	55.49%
Cameron 43	970	466	48.04%
Coppermine 47	498	266	53.41%
Coalmine 48	304	160	52.63%
Doney Park 50	1726	999	57.88%
Schultz 51	68	39	57.35%
Timberline Fernwood 52	1531	886	57.87%
Forest Lakes 53	193	134	69.43%
Fort Valley East 55	307	218	71.01%
Fort Valley West 56	560	380	67.86%
Fredonia 58	678	309	45.58%
Grand Canyon 59	846	373	44.09%
Havasupai 60	107	15	14.02%
Inscription House 61	572	358	62.59%
Pumphouse Wash 62	2484	1503	60.51%
Mormon Lake 63	145	105	72.41%
Kaibab North 64	21	14	66.67%
Kaibeto 65	1269	577	45.47%
Kaibab West 66	427	246	57.61%
Lechee 67	987	464	47.01%
Leupp 69	1221	581	47.58%
Moenkopi 70	415	91	21.93%
Navajo Mountain 71	123	76	61.79%
Page Central 72	990	439	44.34%
Page East 73	935	432	46.20%
Page South 74	838	276	32.94%
Page West 75	1074	590	54.93%
Parks 79	800	526	65.75%
Pinewood 80	723	447	61.83%
Sedona N 82	848	541	63.80%
Sedona S 83	1361	935	68.70%

Statement of Votes Cast
GENERAL ELECTION

Date:11/13/14
 Time:16:06:23
 Page:2 of 8

November 4, 2014

SOVC For Jurisdiction Wide, All Counters, City of Flagstaff
FINAL RESULTS

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Ranches 84	386	220	56.99%
Sunset Crater 85	1357	743	54.75%
Mountain View 86	249	136	54.62%
Tolani Lake 88	419	238	56.80%
Tonalea 90	1685	891	52.88%
Winona 92	1595	869	54.48%
Tuba City NE 93	1070	392	36.64%
Tuba City NW 94	689	300	43.54%
Tuba City S 95	3410	1301	38.15%
Tusayan 97	541	235	43.44%
Williams N 98	1761	1025	58.21%
Williams S 99	791	435	54.99%
Total	70719	37734	53.36%

Statement of Votes Cast
GENERAL ELECTION

Date:11/13/14
 Time:16:06:23
 Page:4 of 8

November 4, 2014

SOVC For Jurisdiction Wide, All Counters, City of Flagstaff
FINAL RESULTS

MAYOR - CITY OF FLAGSTAFF

	Reg. Voters	Times Counted	Total Votes	HASAPIS, JAMES		NABOURS, JERRY		Write-In Votes	
Ranches 84	-	-	-	-	-	-	-	-	-
Sunset Crater 85	-	-	-	-	-	-	-	-	-
Mountain View 86	-	-	-	-	-	-	-	-	-
Tolani Lake 88	-	-	-	-	-	-	-	-	-
Tonalea 90	-	-	-	-	-	-	-	-	-
Winona 92	-	-	-	-	-	-	-	-	-
Tuba City NE 93	-	-	-	-	-	-	-	-	-
Tuba City NW 94	-	-	-	-	-	-	-	-	-
Tuba City S 95	-	-	-	-	-	-	-	-	-
Tusayan 97	-	-	-	-	-	-	-	-	-
Williams N 98	-	-	-	-	-	-	-	-	-
Williams S 99	-	-	-	-	-	-	-	-	-
Total	31140	16910	15463	6730	43.52%	8687	56.18%	46	0.30%

Statement of Votes Cast
GENERAL ELECTION

Date:11/13/14
 Time:16:06:23
 Page:6 of 8

November 4, 2014

SOVC For Jurisdiction Wide, All Counters, City of Flagstaff
FINAL RESULTS

COUNCIL MEMBER - CITY OF FLAGSTAFF

	Reg. Voters	Times Counted	Total Votes	BAROTZ, CELIA	MCCARTHY, JIM	ODEGAARD, CHARLIE
Ranches 84	-	-	-	-	-	-
Sunset Crater 85	-	-	-	-	-	-
Mountain View 86	-	-	-	-	-	-
Tolani Lake 88	-	-	-	-	-	-
Tonalea 90	-	-	-	-	-	-
Winona 92	-	-	-	-	-	-
Tuba City NE 93	-	-	-	-	-	-
Tuba City NW 94	-	-	-	-	-	-
Tuba City S 95	-	-	-	-	-	-
Tusayan 97	-	-	-	-	-	-
Williams N 98	-	-	-	-	-	-
Williams S 99	-	-	-	-	-	-
Total	31140	16910	41795	8619 20.62%	6343 15.18%	6748 16.15%

Statement of Votes Cast
GENERAL ELECTION

Date:11/13/14
Time:16:06:23
Page:7 of 8

November 4, 2014
SOVC For Jurisdiction Wide, All Counters, City of Flagstaff
FINAL RESULTS

	COUNCIL MEMBER - CITY OF FLAGSTAFF							
	OVERTON, SCOTT		PUTZOVA, EVA		WOODSON, MARK		Write-In Votes	
Jurisdiction Wide								
Flagstaff 1	272	12.78%	431	20.24%	210	9.86%	4	0.19%
Flagstaff 2	196	10.07%	456	23.43%	167	8.58%	4	0.21%
Flagstaff 3	111	8.55%	342	26.33%	93	7.16%	7	0.54%
Flagstaff 4	452	16.47%	482	17.56%	341	12.42%	3	0.11%
Flagstaff 5	476	16.48%	476	16.48%	424	14.68%	11	0.38%
Flagstaff 6	204	16.97%	206	17.14%	152	12.65%	2	0.17%
Flagstaff 7	269	19.59%	193	14.06%	209	15.22%	4	0.29%
Flagstaff 8	233	15.48%	268	17.81%	165	10.96%	4	0.27%
Flagstaff 9	128	13.25%	205	21.22%	117	12.11%	2	0.21%
Flagstaff 10	15	11.63%	34	26.36%	9	6.98%	0	0.00%
Flagstaff 11	113	14.13%	160	20.00%	96	12.00%	11	1.38%
Flagstaff 12	76	10.27%	179	24.19%	82	11.08%	3	0.41%
Flagstaff 13	28	11.76%	59	24.79%	26	10.92%	0	0.00%
Flagstaff 14	78	12.15%	145	22.59%	71	11.06%	3	0.47%
Flagstaff 15	410	16.06%	467	18.29%	295	11.56%	14	0.55%
Flagstaff 16	436	16.55%	458	17.38%	338	12.83%	13	0.49%
Flagstaff 17	116	17.85%	120	18.46%	91	14.00%	2	0.31%
Flagstaff 18	148	20.22%	112	15.30%	123	16.80%	1	0.14%
Flagstaff 19	393	19.36%	324	15.96%	317	15.62%	5	0.25%
Flagstaff 20	29	12.29%	58	24.58%	21	8.90%	3	1.27%
Flagstaff 21	525	18.06%	494	16.99%	408	14.04%	3	0.10%
Flagstaff 22	660	19.81%	553	16.60%	482	14.47%	2	0.06%
Flagstaff 23	185	16.79%	220	19.96%	136	12.34%	4	0.36%
Flagstaff 24	741	20.80%	483	13.56%	631	17.71%	7	0.20%
Flagstaff 25	510	19.77%	371	14.38%	420	16.28%	7	0.27%
Flagstaff 26	167	19.11%	130	14.87%	141	16.13%	4	0.46%
Bellemont 40	-	-	-	-	-	-	-	-
Blue Ridge 41	-	-	-	-	-	-	-	-
Bodaway 42	-	-	-	-	-	-	-	-
Cameron 43	-	-	-	-	-	-	-	-
Coppermine 47	-	-	-	-	-	-	-	-
Coalmine 48	-	-	-	-	-	-	-	-
Doney Park 50	-	-	-	-	-	-	-	-
Schultz 51	-	-	-	-	-	-	-	-
Timberline Fernwood 52	-	-	-	-	-	-	-	-
Forest Lakes 53	-	-	-	-	-	-	-	-
Fort Valley East 55	-	-	-	-	-	-	-	-
Fort Valley West 56	-	-	-	-	-	-	-	-
Fredonia 58	-	-	-	-	-	-	-	-
Grand Canyon 59	-	-	-	-	-	-	-	-
Havasupai 60	-	-	-	-	-	-	-	-
Inscription House 61	-	-	-	-	-	-	-	-
Pumphouse Wash 62	-	-	-	-	-	-	-	-
Mormon Lake 63	-	-	-	-	-	-	-	-
Kaibab North 64	-	-	-	-	-	-	-	-
Kaibeto 65	-	-	-	-	-	-	-	-
Kaibab West 66	-	-	-	-	-	-	-	-
Lechee 67	-	-	-	-	-	-	-	-
Leupp 69	-	-	-	-	-	-	-	-
Moenkopi 70	-	-	-	-	-	-	-	-
Navajo Mountain 71	-	-	-	-	-	-	-	-
Page Central 72	-	-	-	-	-	-	-	-
Page East 73	-	-	-	-	-	-	-	-
Page South 74	-	-	-	-	-	-	-	-
Page West 75	-	-	-	-	-	-	-	-
Parks 79	-	-	-	-	-	-	-	-
Pinewood 80	-	-	-	-	-	-	-	-
Sedona N 82	-	-	-	-	-	-	-	-
Sedona S 83	-	-	-	-	-	-	-	-

Statement of Votes Cast
GENERAL ELECTION

Date:11/13/14
 Time:16:06:23
 Page:8 of 8

November 4, 2014

SOVC For Jurisdiction Wide, All Counters, City of Flagstaff
FINAL RESULTS

	COUNCIL MEMBER - CITY OF FLAGSTAFF							
	OVERTON, SCOTT		PUTZOVA, EVA		WOODSON, MARK		Write-In Votes	
Ranches 84	-	-	-	-	-	-	-	-
Sunset Crater 85	-	-	-	-	-	-	-	-
Mountain View 86	-	-	-	-	-	-	-	-
Tolani Lake 88	-	-	-	-	-	-	-	-
Tonalea 90	-	-	-	-	-	-	-	-
Winona 92	-	-	-	-	-	-	-	-
Tuba City NE 93	-	-	-	-	-	-	-	-
Tuba City NW 94	-	-	-	-	-	-	-	-
Tuba City S 95	-	-	-	-	-	-	-	-
Tusayan 97	-	-	-	-	-	-	-	-
Williams N 98	-	-	-	-	-	-	-	-
Williams S 99	-	-	-	-	-	-	-	-
Total	6971	16.68%	7426	17.77%	5565	13.31%	123	0.29%

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brian Grube, Recreation Services Director
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration and Approval of Contract: Involving Coconino Coalition for Children & Youth Program, Flagstaff Unified School District and the City of Flagstaff for the FACTS after school program funding for Fiscal Year 2015

RECOMMENDED ACTION:

Approve the Agreement with Flagstaff Unified School District and the Coconino Coalition for Children and Youth in the amount of \$247,319.00 for the FACTS Program and \$19,669.00 for the Coconino Coalition for Children & Youth Program.

Policy Decision or Reason for Action:

Council approval of the agreement and \$247,319.00 for the FACTS community-wide after school program and an additional \$19,669.00 for the Coconino Coalition for Children & Youth will support advocacy and programs for youth and children in the Flagstaff community during FY15. Funds for this expenditure are included in the FY15 budget, account 001-09-402-1311-1-4273, in the amount of \$247,319.00 for the after school program and \$19,669.00 for the Coalition.

Financial Impact:

FACTS and CCCY have experienced contribution reductions from the City of Flagstaff for the past several years, as overall economic conditions have declined and budget reductions were initiated. Both have made changes and adjustments to address the reduced contributions, while maintaining high quality services for the community.

Connection to Council Goal and/or Regional Plan:

Fund existing and consider expanded recreational services
Effective governance

Has There Been Previous Council Decision on This:

The City of Flagstaff has supported the development, implementation and sustainment of a community-wide after school initiative since FY2000.

Options and Alternatives:

Council may choose to decrease the amount of future contributions, which would decrease the traditional amount of service(s) that the FACTS program and the Coalition provide to the community. Council may desire to divide funding between more after school providers. However, without the availability of the school sites and the funding provided through the school district, the after school program would not have as much potential for success.

Background/History:

This program and the Coalition are initiatives of the Alliance for the Second Century, which is a cooperative consortium of the Flagstaff Unified School District, Northern Arizona University, Coconino County, Coconino County Community College and the City of Flagstaff. The City of Flagstaff has been supporting FUSD in their efforts since 2000. The FACTS program enrolls approximately 2,200 kids annually with an average daily attendance over 675 kids. FACTS annual budget in FY14 was \$1,107,889 with over 57% of the funding coming from family fees while the City's contribution constituted just over 22% of their annual budget. The City's contribution helps greatly in keeping the program affordable for families.

Community Benefits and Considerations:

The Coalition provides a forum for children and youth advocacy by bringing together service providers from organizations throughout Flagstaff. The FACTS before-and-after school program provides a safe and enriching environment for school age youth. Working parents can access this program for their children. The community has a vested interest in helping to ensure that we develop resilient youth that are ready and able to provide positive contributions to their community and society. The positive engagement of youth during out of school time is of interest to citizens whether or not they have children.

Those who benefit from the FACTS program include:

- Children—Safety, Educational Support, Expanded Horizons
- Families—Peace of Mind, Focus on Work Responsibilities
- Employers/Workforce—Limits Distractions, Decreases Absenteeism, Late Arrivals & Early Departure

Community Involvement:

Consult

The after school program has been brought together in terms of both funding and service. The Alliance agencies, as well as numerous non-profit organizations, are involved. The advisory committee for FACTS has made strides in attaining active involvement from the business community and Coconino County.

Attachments: [COF/FUSD Agreement](#)

AGREEMENT
among
COCONINO COALITION FOR CHILDREN & YOUTH,
FLAGSTAFF UNIFIED SCHOOL DISTRICT, and
CITY OF FLAGSTAFF

This Agreement is made as of the _____ day of _____ 2014, by and among Coconino Coalition for Children & Youth, an Arizona non-profit corporation ("Coalition"), with offices at 2625 North King Street, Flagstaff, Arizona 86004; Flagstaff Unified School District #1 ("School District"), a school district duly organized pursuant to Arizona Revised Statutes Title 15, with offices at 3285 East Sparrow Avenue, Flagstaff, Arizona 86004; and the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

RECITALS

A. The School District and the City are part of a cooperative consortium known as the Alliance for the Second Century (the "Alliance"), formed by the School District, Northern Arizona University, the City of Flagstaff, Coconino County and Coconino County Community College to address area-wide issues such as the well-being of children and youth in the greater Flagstaff area.

B. The Coalition has been formed and operates to provide leadership in developing community-wide strategies that can enhance the well-being of children and youth in Coconino County, such as identifying and mobilizing resources for children and youth, educating the community and evaluating public policy and legislation regarding issues concerning children and youth, and compiling data and statistics on children and youth;

C. Community-Wide After School Programs ("After School Programs") have been created to provide children and youth with life skills, enrichment and academic support in a safe and drug-free environment and to assist the Flagstaff community in developing resilient youth who are less likely to engage in high risk behaviors and who are more likely to become healthy, well-rounded adults, able to contribute to society in meaningful ways. The After School Programs have particular focus for the latchkey child who has no adult at home before or after the regular school day.

D. The School District, the Coalition and the City wish to enter into this Agreement regarding the City's grant of funds for Fiscal Year 2014, through the School District as the fiscal agent for the Coalition and the After School Programs, to be for After School Programs implementation costs and Coalition operational and administrative costs, including the salary of the Coalition's Executive Director;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. CITY'S OBLIGATIONS

1.1 Contribution to After School Programs. The City agrees to provide up to Two Hundred

Forty Seven Thousand Three Hundred and Nineteen dollars (\$247,319.00) to the School District as soon as practicable following receipt by the City of itemized invoices for all direct expenditures made for the After School Programs.

1.2 Contribution to Coalition. The City agrees to provide an additional Nineteen Thousand Six Hundred and Sixty Nine dollars (\$19,669.00) to the School District, as fiscal agent for the Coalition, for use in connection with the Coalition's obligations in this Agreement as soon as practicable following execution of this Agreement.

2. SCHOOL DISTRICT'S OBLIGATIONS

2.1 After School Programs Host Agency. The School District shall be the host agency for the After School Programs and shall develop and implement comprehensive After School Programs, as well as provide staff qualified to coordinate, implement and evaluate the After School Programs within the City of Flagstaff.

2.2 Fiscal Agent for Coalition. The School District agrees to serve as the fiscal agent for the Coalition and shall administer payroll for payment of the Coalition's Executive Director. The School District shall fund and provide workers' compensation insurance for the Executive Director, together with such employee benefits customarily provided its employees under the Northern Arizona Public Employees Benefit Trust and Arizona State Retirement Plan. The Coalition's Executive Director will be an employee of the School District subject to the direction and control of the Coalition. The School District shall disburse to the Coalition all funds received for the Coalition from the City and other sources that exceed those funds required to pay the salary of the Coalition's Executive Director. The School District shall disburse these funds as soon as practicable following the end of the School District's fiscal year.

2.3 Administrator and Fiscal Agent for the After School Programs. The School District agrees to serve as the administrator and fiscal agent for the After School Programs.

2.4 Reporting and Overhead. The School District shall provide financial reports to the Coalition pertaining to Coalition transactions. The School District shall provide to the City such financial and other operational reports as the City may reasonably request during the term of this Agreement and will provide to the City, within ninety (90) days following termination of this Agreement, an accounting of all funds received and expended during the term of this Agreement. The School District shall not charge administrative or overhead fees in connection with its services as fiscal agent for the Coalition and/or After School Programs.

3. COALITION'S OBLIGATIONS

The Coalition shall use the Nineteen Thousand Six Hundred and Sixty Nine dollars (\$19,669) contribution from the City in connection with the Coalition's obligation to provide leadership in developing and advocating for community-wide strategies dedicated to enhancing the quality of life for all children and youth in the community. This contribution shall be applied to the salary paid to the Coalition's Executive Director and other operational costs.

4. TERM AND TERMINATION

This Agreement will continue in force and effect until midnight on June 30, 2015, unless sooner terminated as provided in this Agreement. Upon termination of this Agreement for any reason, the School District must remit to the City any undistributed portion of the funds received from the City within forty-five (45) days after termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by any party, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes Section 38-511, in the event of the occurrence of any of the circumstances described in Arizona Revised Statutes Section 38-511.

5. NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and sent by mail or personal delivery to the parties as follows, or to such other address or person as the party may designate in writing:

If to Flagstaff:

Kevin Burke, City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the District:

Barbara Hickman, Superintendent
Flagstaff Unified School District
3285 East Sparrow Avenue
Flagstaff, Arizona 86004

If to the Coalition:

Holly Hulen, President
Coconino Coalition for Children & Youth
2625 North King Street
Flagstaff, Arizona 86004

6. AUTHORITY

Each of the parties represents and warrants that it has full power and authority to enter into this

Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

7. INTEGRATION AND MERGER

Each of the parties acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters the Agreement addresses.

8. WAIVER AND AMENDMENT

The failure to enforce any condition or covenant of this Agreement will not imply or constitute a waiver of the right to insist upon future performance of the condition or covenant, or of any other provision, nor will any waiver by a party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement. Any waiver or amendment of any of the provisions of this Agreement must be in writing and be executed by the party against whom enforcement of the same is sought.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

Flagstaff Unified School District

Gerald W. Nabours, Mayor

Barbara Hickman, Superintendent

Attest:

Attest:

City Clerk

Approved as to form:

Approved as to form:

City Attorney

Coconino Coalition for Children & Youth

Holly Hulen, President

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Noah Eisenman, Environmental Program Manager
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration of Agreement: Amended Intergovernmental Agreement (IGA) with Coconino County for use of the Hazardous Products Center (HPC) (*Approve amended IGA with County for use of the HPC*).

RECOMMENDED ACTION:

Approve IGA with Coconino County for use of the Hazardous Products Center (HPC)

Policy Decision or Reason for Action:

Approval of this IGA allows Coconino County residents and small businesses to continue utilizing the HPC to properly dispose of hazardous waste. (NOTE: The Council approved this IGA in July of this year prior to the County proposing two changes to the language. Changes do not affect either party in terms of cost or service.)

Financial Impact:

As explained in this Intergovernmental Agreement, Coconino County will be invoiced quarterly based on the percentage of HPC usage by Coconino County households. This percentage will be used as a multiplier to determine hazardous waste disposal costs and operational costs to be paid by Coconino County. Coconino County will also pay 15% of total labor costs to operate the HPC. No additional costs to the City of Flagstaff are forecast as this process is already being used. Last Fiscal Year Coconino County was invoiced a total of approximately \$40,000.00.

Connection to Council Goal and/or Regional Plan:

Effective governance

Has There Been Previous Council Decision on This:

This has been an ongoing agreement since 2002. This agreement was most recently approved by Council in July 2014. The County has proposed two changes to the language, therefore the IGA needs to be reapproved.

Options and Alternatives:

- 1) Approve agreement as written;
- 2) Suggest changes to staff;
- 3) Reject agreement.

Background/History:

The City of Flagstaff's Hazardous Products Center (HPC) opened in 2002, providing City of Flagstaff residents safe and proper disposal of hazardous waste. In an effort to extend this disposal option to include all of Coconino County, this intergovernmental agreement (IGA) was created. As part of this agreement, small businesses within Coconino County have been allowed to utilize the HPC since 2007 through the Small Business Waste Program.

Key Considerations:

This approval is for two edits to the agreement language as proposed by Coconino County. These are cosmetic changes as they do not affect how the agreement operates in terms of service or cost to either party. The two changes are outlined below: 1. Additional language was added to clarify that County residents would be able to utilize the HPC for free. Added language: "Residential households within the County may deposit hazardous wastes at the Center free of charge..." 2. The indemnification clause was removed since insurance coverage is not mentioned in the agreement. Removed language: "The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this paragraph."

Expanded Financial Considerations:

When the Council approved the IGA in July 2014, The percentage of labor costs to be paid by Coconino County was increased from 10% to 15%, and will continue to increase in subsequent agreements until the percentage accurately reflects Coconino County usage. The current usage by Coconino County residents accounts for approximately 40% of total household use.

Community Benefits and Considerations:

Accepting hazardous wastes from households and small businesses within Coconino County will continue to provide Coconino County with a hazardous waste disposal option available to all county households and qualifying small businesses. The community benefits from increased disposal options in Northern Arizona by protecting our landfill and reducing the potential disposal of hazardous wastes to the environment through illegal dumping.

Community Involvement:

Inform

Expanded Options and Alternatives:

1. Authorize the Intergovernmental Agreement with Coconino County. 2. Suggest changes to staff. 3. Reject authorization of the Intergovernmental Agreement with Coconino County; however, this would result in a lack of disposal options for residential and small business hazardous wastes in northern Arizona.

Attachments: [Redline](#)
 [Amended HPC IGA 2014 Final](#)

When recorded, mail to:
Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF FLAGSTAFF

AND

COCONINO COUNTY

This Agreement (the "Agreement") is made as of July _____, 2014 by and between the City of Flagstaff (the "City"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Coconino County (the "County").

RECITALS

Currently, households and small businesses within the County are permitted to bring hazardous wastes to the City of Flagstaff's Hazardous Products Center (the "Center") for safe and proper disposal. Per the 2012 Agreement, the County has reimbursed the City 10% of the facility's total labor cost as well as a percentage of the facility's total operation expenses. As stated in the 2012 Agreement, the reimbursement rate for total labor costs shall now be increased to 15% and continue to increase in subsequent agreements, because County usage of the Center is typically around 35% to 40%. Small businesses located within the County are permitted to use the Center and pay for hazardous waste disposal independently. This Intergovernmental Agreement seeks to extend the arrangement between the City and the County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Intergovernmental Agreement, the Parties agree as follows:

1. City's Acceptance of Hazardous Wastes

The City agrees to accept hazardous wastes from Coconino County households and small businesses located within the County at the Center.

Hours of Operation. The County shall be responsible for informing its residents of the Center's hours of operation. Operational hours are Wednesdays and Fridays from 9:00 AM to 3:00 PM and Saturdays from 8:00 AM to 2:00 PM. Household hazardous waste will not be accepted outside the Center's designated hours of operation. The City shall have the right to modify the days and hours during which the Center will operate. The City shall immediately notify the County of any changes in the Center's hours of operation. Notwithstanding this subsection, the Center shall not operate on any official state holidays.

Residency. Residential Hhouseholds within the County ~~using the Center~~ may deposit hazardous wastes at the Center free of charge, and will be required to show proof of residency within the County. Proof of residency or domicile within the County shall be shown by a valid Arizona Driver's License, state-issued identification card, or a current utility bill which reasonably substantiates current residence or domicile within the County.

Small businesses using the Center shall provide proof of business residency within the County by a verifiable business license issued by the County or a City within the County. In addition, small businesses must be qualified as a Conditionally Exempt Small Quantity Generator ("CESQG") according to the United States Environmental Protection Agency. According to the Code of Federal Regulations (40 CFR 261.5), a CESQG is a generator (business owner) that meets the following criteria:

- 1) Generates less than 220 pounds of hazardous waste (defined by the Resources and Conservation Recovery Act{RCRA}) in a calendar month; and
- 2) Accumulates at any time or generates less than 2.2 pounds of acute hazardous waste in a calendar month (acute hazardous waste begins with an Environmental Protection Code of "P" or the following "F" codes F020, F021, F022, F026, and F027); and
- 3) Accumulates no more than 2,200 pounds of hazardous waste (defined by RCRA) at any one time.

Any businesses participating in the program are required to fill out a Generator Certification form stating the business is qualified as a CESQG.

2. Expenditures and Accounting

The County shall reimburse the City for 15% (fifteen percent) of the City's total labor costs incurred as a result of operating the Center. In addition, the County shall reimburse the City for a percentage of the Center's total operational expenses. Average County usage from Fiscal Year 2014 will be used to bill the County for Fiscal Year 2015. Each year, residential County usage will be re-calculated and the new usage percentage will be used for the subsequent year. The County's operational expense percentage shall be based on the ratio of Coconino County households that use the Center to the total number of households using the Center multiplied by total operational expenses (e.g. if thirty-nine County households use the Center and sixty-one non-County households use the Center, the County shall reimburse the City 39/100 or 39% of the City's total operational expenses). Operational expenses shall reflect the actual cost for the services provided including, but not limited to: transportation, disposal costs, containers, equipment rental, advertising and other expenses directly related to the Center's operation. The City shall submit to the County reports which include, but are not limited to, the number of County households that use the Center, total number of households using the Center, total labor costs and total operational expenses. The City shall provide reports generated pursuant to this section to the County on a quarterly basis including total amounts of hazardous waste generated. Said reports shall be submitted quarterly with an invoice.

Small businesses located within Coconino County that qualify as a CESQG using the Center shall pay a yearly registration fee in the amount of \$50.00 (Fifty Dollars) due when hazardous

waste is brought to the Center. The fee will be valid for one year after the date of payment. In addition, small businesses using the Center shall pay a disposal fee at the time of delivery. Disposal fees shall reflect the actual cost of disposal plus related operational expenses. Disposal fees for small businesses shall be posted on the City's website and made available at both the Center and Flagstaff City Hall.

3. Authority to Contract

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authorize the same.

4. Notices

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement will be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in compliance with this Section:

If to the City:

Public Works Director
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001

If to Coconino County:

Solid Waste Manager
Coconino County
Public Works Department
5600 E Commerce Avenue
Flagstaff, AZ 86004

5. Term

This Agreement shall be effective on the date first set forth above and shall continue in force and effect for a period of 2 years. This Agreement may be terminated by either party upon thirty (30) days written notice of termination delivered to the other party.

6. Integration; Modification

Each of the Parties acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed herein, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby superseded and merged in the Agreement. This Agreement may be modified or amended only by written agreement executed by both of the parties and duly filed with the Coconino County Recorder. Any such modification or amendment will become effective no earlier than the date of such filing.

7. Waiver

No failure to enforce any condition or covenant of the Agreement will imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach.

8. Severability

In the event that a court of competent jurisdiction will hold any part or provision of this Agreement void or of no effect, the remaining provisions of the Agreement will remain in full force and effect to the extent that the continued enforcement of such remaining terms will continue to reflect substantially the intent of the parties.

9. Governing Law

This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

10. 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.

11. Non-discrimination

The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government contractors, to the extent applicable to this contract.

12. Attachment

Attached is an example invoice.

13. Cancellation for Conflict of Interest

The parties agree that this contract may be cancelled for conflict of interest in accordance with A.R.S. § 38-511.

14. Indemnification

To the fullest extent permitted by law, each Party to this Agreement shall indemnify, defend and

hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligent, reckless, or intentional wrongful conduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties. ~~The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity in this paragraph.~~

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

City of Flagstaff

Coconino County Board of Supervisors

By: _____, Mayor

By: _____, Chair~~man~~

ATTEST:

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Deputy County Attorney

When recorded, mail to:
Clerk's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF FLAGSTAFF

AND

COCONINO COUNTY

This Agreement (the "Agreement") is made as of _____, 2014 by and between the City of Flagstaff (the "City"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Coconino County (the "County").

RECITALS

Currently, households and small businesses within the County are permitted to bring hazardous wastes to the City of Flagstaff's Hazardous Products Center (the "Center") for safe and proper disposal. Per the 2012 Agreement, the County has reimbursed the City 10% of the facility's total labor cost as well as a percentage of the facility's total operation expenses. As stated in the 2012 Agreement, the reimbursement rate for total labor costs shall now be increased to 15% and continue to increase in subsequent agreements, because County usage of the Center is typically around 35% to 40%. Small businesses located within the County are permitted to use the Center and pay for hazardous waste disposal independently. This Intergovernmental Agreement seeks to extend the arrangement between the City and the County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Intergovernmental Agreement, the Parties agree as follows:

1. City's Acceptance of Hazardous Wastes

The City agrees to accept hazardous wastes from Coconino County households and small businesses located within the County at the Center.

Hours of Operation. The County shall be responsible for informing its residents of the Center's hours of operation. Operational hours are Wednesdays and Fridays from 9:00 AM to 3:00 PM and Saturdays from 8:00 AM to 2:00 PM. Household hazardous waste will not be accepted outside the Center's designated hours of operation. The City shall have the right to modify the days and hours during which the Center will operate. The City shall immediately notify the County of any changes in the Center's hours of operation. Notwithstanding this subsection, the Center shall not operate on any official state holidays.

Residency. Residential households within the County may deposit hazardous wastes at the Center free of charge, and will be required to show proof of residency within the County. Proof of residency or domicile within the County shall be shown by a valid Arizona Driver's License, state-issued identification card, or a current utility bill which reasonably substantiates current residence or domicile within the County.

Small businesses using the Center shall provide proof of business residency within the County by a verifiable business license issued by the County or a City within the County. In addition, small businesses must be qualified as a Conditionally Exempt Small Quantity Generator ("CESQG") according to the United States Environmental Protection Agency. According to the Code of Federal Regulations (40 CFR 261.5), a CESQG is a generator (business owner) that meets the following criteria:

- 1) Generates less than 220 pounds of hazardous waste (defined by the Resources and Conservation Recovery Act{RCRA}) in a calendar month; and
- 2) Accumulates at any time or generates less than 2.2 pounds of acute hazardous waste in a calendar month (acute hazardous waste begins with an Environmental Protection Code of "P" or the following "F" codes F020, F021, F022, F026, and F027); and
- 3) Accumulates no more than 2,200 pounds of hazardous waste (defined by RCRA) at any one time.

Any businesses participating in the program are required to fill out a Generator Certification form stating the business is qualified as a CESQG.

2. Expenditures and Accounting

The County shall reimburse the City for 15% (fifteen percent) of the City's total labor costs incurred as a result of operating the Center. In addition, the County shall reimburse the City for a percentage of the Center's total operational expenses. Average County usage from Fiscal Year 2014 will be used to bill the County for Fiscal Year 2015. Each year, residential County usage will be re-calculated and the new usage percentage will be used for the subsequent year. The County's operational expense percentage shall be based on the ratio of Coconino County households that use the Center to the total number of households using the Center multiplied by total operational expenses (e.g. if thirty-nine County households use the Center and sixty-one non-County households use the Center, the County shall reimburse the City 39/100 or 39% of the City's total operational expenses). Operational expenses shall reflect the actual cost for the services provided including, but not limited to: transportation, disposal costs, containers, equipment rental, advertising and other expenses directly related to the Center's operation. The City shall submit to the County reports which include, but are not limited to, the number of County households that use the Center, total number of households using the Center, total labor costs and total operational expenses. The City shall provide reports generated pursuant to this section to the County on a quarterly basis including total amounts of hazardous waste generated. Said reports shall be submitted quarterly with an invoice.

Small businesses located within Coconino County that qualify as a CESQG using the Center shall pay a yearly registration fee in the amount of \$50.00 (Fifty Dollars) due when hazardous

waste is brought to the Center. The fee will be valid for one year after the date of payment. In addition, small businesses using the Center shall pay a disposal fee at the time of delivery. Disposal fees shall reflect the actual cost of disposal plus related operational expenses. Disposal fees for small businesses shall be posted on the City's website and made available at both the Center and Flagstaff City Hall.

3. Authority to Contract

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authorize the same.

4. Notices

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement will be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in compliance with this Section:

If to the City:

Public Works Director
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001

If to Coconino County:

Solid Waste Manager
Coconino County
Public Works Department
5600 E Commerce Avenue
Flagstaff, AZ 86004

5. Term

This Agreement shall be effective on the date first set forth above and shall continue in force and effect for a period of 2 years. This Agreement may be terminated by either party upon thirty (30) days written notice of termination delivered to the other party.

6. Integration; Modification

Each of the Parties acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed herein, and that this Agreement constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby superseded and merged in the Agreement. This Agreement may be modified or amended only by written agreement executed by both of the parties and duly filed with the Coconino County Recorder. Any such modification or amendment will become effective no earlier than the date of such filing.

7. Waiver

No failure to enforce any condition or covenant of the Agreement will imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision, nor will any waiver by either party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach.

8. Severability

In the event that a court of competent jurisdiction will hold any part or provision of this Agreement void or of no effect, the remaining provisions of the Agreement will remain in full force and effect to the extent that the continued enforcement of such remaining terms will continue to reflect substantially the intent of the parties.

9. Governing Law

This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

10. 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.

11. Non-discrimination

The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government contractors, to the extent applicable to this contract.

12. Attachment

Attached is an example invoice.

13. Cancellation for Conflict of Interest

The parties agree that this contract may be cancelled for conflict of interest in accordance with A.R.S. § 38-511.

14. Indemnification

To the fullest extent permitted by law, each Party to this Agreement shall indemnify, defend and

hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligent, reckless, or intentional wrongful conduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

City of Flagstaff

Coconino County Board of Supervisors

By: _____, Mayor

By: _____, Chair

ATTEST:

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Deputy County Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration and Adoption of Ordinance No. 2014-28: An ordinance of the Mayor and Council amending Title II, Boards and Commissions, of the Flagstaff City Code by amending various boards and commissions of the City to provide for consistency in the number of members and their terms.

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-28 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-28 by title only (if approved above)
- 3) Adopt Ordinance No. 2014-28

Policy Decision or Reason for Action:

Adoption of this ordinance will amend various chapters of Title II, Boards and Commissions, of the Flagstaff City Code as previously directed by City Council to bring consistency in the number of members and terms of each and eliminate inactive committees/commissions.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

8. Review all Commissions
11. Effective governance

Has There Been Previous Council Decision on This:

Yes. 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 were held and on October 21, 2014, the new Manual was adopted. Because all of these boards and commissions are outlined in Title II of the Flagstaff City Code, we were able to create one ordinance to amend them all rather than create an ordinance for each individual board/commission. **First reading of the ordinance was held on November 3, 2014, with one correction noted to Section 5 of the ordinance.**

Options and Alternatives:

- 1) Adopt the ordinance; 2) Amend the ordinance; 3) Not adopt the ordinance

Background/History:

Ordinance No. 2014-28 reflects the changes to various boards/commissions of the City as directed by the City Council. After first read of the Ordinance on November 3, 2014, it was brought to staff's attention that Section 14 regarding the Open Spaces Commission needed to reduce the make-up of their commission to reflect the new number of seven. Staff has recommended that the Parks and Recreation Commission representative be eliminated as they have rarely attended the meetings and there is concern that with the reduced number of membership and this representative not attending often that there could be a problem getting a quorum. The attached ordinance has been changed to indicate this proposed change.

Community Involvement:

Inform

Attachments: Ord. 2014-28

ORDINANCE NO. 2014-28

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING TITLE II, *BOARDS AND COMMISSIONS*, BY AMENDING CHAPTER 2-01, *PLANNING AND ZONING COMMISSION*; CHAPTER 2-02, *BUILDING AND FIRE CODE BOARD OF APPEALS*; CHAPTER 2-03, *PARKS AND RECREATION COMMISSION*; CHAPTER 2-04, *WATER COMMISSION*; CHAPTER 2-08, *COMMISSION ON DIVERSITY AWARENESS*; CHAPTER 2-10, *BOARD OF ADJUSTMENT*; CHAPTER 2-11, *FLAGSTAFF AIRPORT COMMISSION*; CHAPTER 2-12, *TRANSPORTATION COMMISSION*; CHAPTER 2-13, *TOURISM COMMISSION*; CHAPTER 2-14, *BEAUTIFICATION AND PUBLIC ART COMMISSION*; CHAPTER 2-17, *SUSTAINABILITY COMMISSION*; CHAPTER 2-18, *COMMISSION ON DISABILITY AWARENESS*; CHAPTER 2-19, *HERITAGE PRESERVATION COMMISSION*; CHAPTER 2-20, *OPEN SPACES COMMISSION*; CHAPTER 2-22, *FLAGSTAFF COMMUNITY LAND TRUST COMMISSION*; AND CHAPTER 2-23, *FLAGSTAFF AREA REGIONAL PLAN CITIZENS' ADVISORY COMMITTEE*, THEREOF

RECITALS:

WHEREAS, the Flagstaff City Council desires to have consistency among the various boards and commissions of the City with regard to membership numbers and terms; and

WHEREAS, Title II, *Boards and Commissions*, of the Flagstaff City Code contains requirements for the various boards and commissions of the City.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA that the Flagstaff City Code is hereby amended as follows:

SECTION 1. Chapter 2-01, *Planning and Zoning Commission*, is amended as follows:

2-01-001-0002: MEMBERSHIP

The Planning and Zoning Commission shall consist of seven (7) members appointed by the Mayor and Council. ~~In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission.~~

The term of each citizen member shall be three (3) years or until his successor takes office. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired portion of the term.

- A. A chairperson and vice-chairperson shall be elected from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second, consecutive term as chairperson, such commission member

shall be ineligible to serve as either Chairperson or Vice-Chairperson until a calendar year has expired.

- B. In addition to the causes for removal set out in the Board and Commission Members' Handbook **RULES AND OPERATIONS MANUAL**, a member accumulating eight (8) absences from regularly scheduled meetings in any given calendar year will be automatically removed from the Commission and a replacement appointed by the City Council. An unexcused absence is defined as the failure of the member to notify the Planning and Development Services Section of his or her inability to attend a regularly scheduled meeting. (Ord. 2010-35, 11/16/2010)

2-01-001-0005 DUTIES AND FUNCTIONS

The Planning and Zoning Commission created in this Chapter shall be and act as the Zoning Commission of the City, and all duties and powers granted to zoning commissions under State law shall be exercised by the Planning and Zoning Commission. In addition to any authority granted to the Planning and Zoning Commission by State law or other ordinances of the City, the Planning and Zoning Commission shall have the following duties and functions under the provisions of these regulations:

- ~~A. To adopt rules of procedure necessary for the administration of its responsibilities consistent with City Code, Title 10 (Zoning Code) and the Board and Commission Members' Handbook adopted by resolution of the City Council.~~
- B.A.** To review and recommend to the City Council adoption of a comprehensive general plan adopted in compliance with the authority provided in A.R.S. § 9-461.05 for the orderly growth and development of the City and for any land outside the City which, in the opinion of the Planning and Zoning Commission, bears a relation to the planning of the City.
- C.B.** To hear, review, and make recommendations to the City Council regarding applications for amendments to the General Plan or any other plan in accordance with the provisions of City Code, Title 11, Chapter [11-10](#) (General Plans).
- D.C.** To serve as an advisory body to the City Council and furnish the Council through the Planning Director the facts concerning the adoption of any report or recommendation.
- E.D.** To make its special knowledge and expertise available upon reasonable written request and authorization of the City Council to any official, department, board, commission or agency of the state or federal governments.
- F.E.** To hear, and review amendments to the Zoning Map and to the text of the Zoning Code in accordance with the provisions of Title 10, Zoning Code, Division [10-20.50](#) (Amendments to the Zoning Code Text and the Zoning Map).
- G.F.** To confer with and advise other similar City or County commissions.
- H.G.** To make investigations, maps, reports, and recommendations to the City Council in regard to the physical development of the City.

- I.H. To hear, review and make recommendations to the City Council regarding preliminary subdivision plats after recommendation from the Planning Director and City Engineer in accordance with City Code Title 11, Chapter [11-20](#), Subdivision and Land Split Regulations.
- J.I. To take such other action as authorized in City Code Title [10](#) (Zoning Code) and City Code Title 11 (~~Subdivision and Land Split Regulations~~ **GENERAL PLAN AND SUBDIVISIONS**) as necessary to implement the provisions of those Titles and the General Plan.
- K.J. To consider, review and approve Conditional Use Permits, pursuant to the provisions of City Code Title 10, Zoning Code, Section 10-20.40.050 (Conditional Use Permits).
- L.K. The Commission shall carry out other such duties as determined by the City Council; and present other recommendations the City Council deems pertinent. (Ord. 859, 10-24-72; Ord. 2010-35, Amended, 11/16/2010)

SECTION 2. Chapter 2-02, ***Building and Fire Code Board of Appeals***, is amended as follows:

2-02-001-0002 MEMBERSHIP OF BOARD:

- A. The Board of Appeals shall consist of ~~five~~ **SEVEN** individuals, **SERVING THREE-YEAR STAGGERED TERMS**, appointed by the Council who are qualified by experience and training to pass upon matters pertaining to building construction and pertinent matters of the Fire Code, Chapter [5-02](#).
- ~~B. In addition to the five regular members, the City Council shall appoint two alternate members who shall be called by the Board Chairperson or Vice-Chair to hear appeals during the absence or disqualification of a member.~~
 - ~~1. Alternate members shall be appointed to five year terms, or until a successor has been appointed.~~
 - ~~2. An alternate member shall be counted toward a quorum in the absence of a quorum of regular members.~~
 - ~~3. Alternate members acting in the absence of a regular member shall be accorded full discussion, deliberation, and voting rights.~~
- ~~C. The City Council shall appoint two regular members and one alternate to five-year terms; two regular members to four-year terms, and one regular member and one alternate to three-year terms. After the initial appointment all terms thereafter will be for five years.~~
- D.B. The building official and fire marshal shall be ex-officio members of said Board but shall have no vote on any matter before the Board.
- E.C. A quorum shall be more than fifty percent (50%) of the voting membership of the Board.

F.D. Citizen members of the Board may be removed by the Mayor and Council for inefficiency, neglect of duty or malfeasance in office or in accordance with the Board and Commission Members' Handbook **RULES AND OPERATIONS MANUAL** adopted by resolution of the City Council. (Ord. 2011-31, 01/03/2012)

2-02-001-0007 RULES AND PROCEDURES:

A. ~~The Board shall adopt hearing procedures not inconsistent with State law, the Flagstaff City Charter, and the City of Flagstaff Board and Commission Members' Handbook.~~

B. ~~All other rules of procedure shall be established by the members so long as said rules are consistent with State law, the City Charter, the Board and Commission Members' Handbook, and this chapter.~~

~~C.~~

Official business shall be conducted pursuant to the Board of Appeals' adopted hearing procedures and the Board and Commission Members' Handbook **RULES AND OPERATIONS MANUAL** adopted by Resolution No. ~~2005-117~~ **2014-37** of the City Council and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Handbook **RULES AND OPERATIONS MANUAL**. In the event of any such conflict, the provisions of the Board and Commission Members' Handbook **RULES AND OPERATIONS MANUAL** shall prevail. (Ord. 2011-31, 01/03/2012)

SECTION 3. Chapter 2-03, *Parks and Recreation Commission*, is amended as follows:

2-03-001-0001 COMMISSION CREATED; MEMBERS:

There is hereby created a Parks and Recreation Commission for the City, consisting of seven (7) members appointed by the City Council. ~~In addition, the City council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission.~~

(Ord. No. 2007-11, Amended 02/06/2007)

SECTION 4. Chapter 2-04, *Water Commission*, is amended as follows:

2-04-001-0004 WATER COMMISSION:

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

A. ~~Nine (9)~~ **SEVEN (7)** voting members to be appointed by the Council of the City, who shall serve for three (3) year terms on a staggered basis.

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

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

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

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

2-04-001-0006 MEETINGS:

The meetings of the Commission shall be held at the time and place adopted for the regular monthly meetings of the Commission.

Meetings shall be conducted in accordance with the Board and Commission Members' Handbook **RULES AND OPERATIONS MANUAL** adopted by resolution of the Flagstaff City council, and in compliance with all other local, state, and federal laws.

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

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

SECTION 5. Chapter 2-08, **Commission on Diversity Awareness**, is amended as follows:

2-08-001-0002 CREATION OF COMMISSION:

There is hereby created the Commission on Diversity Awareness which shall consist of seven regular members ~~and two alternate members~~ who shall be appointed by the City Council. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. ~~In addition to the seven regular and two alternate members, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission.~~

(Ord. 2001-07, Amended, 03/06/2001; Ord. 2000-26, Amended, 11/17/2000; Ord. No. 2007-06, Amended 02/05/2007; Ord. No. 2011-06, Amended 05/17/2011)

2-08-001-0005 MEETINGS; ATTENDANCE:

A quorum shall be one more than half of the voting membership of the Commission. ~~Alternate members may be counted toward a quorum when there are insufficient regular members to meet the quorum requirement.~~ (Ord. No. 2011-06, Amended 05/17/2011)

The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than 24 hours' notice. ~~All other rules or procedures shall be established by the members so long as said rules are consistent with State law, City Charter and this chapter.~~ (Ord. No. 2007-06, Amended, 02/06/2007)

~~When serving as a substitute in the absence of a regular member, alternate members shall be accorded the full rights of a regular member, including, but not limited to, voting rights. (Ord. No. 2011-06, Amended 05/17/2011)~~

A regular ~~or alternate~~ Commission member who is absent for ~~three~~ **TWO** consecutive **UNEXCUSED** regular meetings may be removed from the Commission by a vote of the City Council upon recommendation of the Commission.

(Ord. 2000-26, Add, 11/17/2000; Ord. No. 2007-06, Amended 02/06/2007; Ord. No. 2011-06, Amended 05/17/2011)

SECTION 6. Chapter 2-10, ***Board of Adjustment***, is amended as follows:

2-10-001-0002 MEMBERSHIP

The Board of Adjustment shall be composed of ~~five (5)~~ **SEVEN (7)** voting members.

- A. ~~Four (4)~~ **SIX (6)** members shall be appointed by the Mayor and City Council from the citizens of the City of Flagstaff.
- B. One (1) member shall be appointed by the City Council from the membership of the Planning and Zoning Commission.
- C. Terms shall be for three (3) years for members.
- D. The Board shall elect from its voting members a chairperson and a vice chairperson who shall serve for a term of one (1) year. The chairperson shall have the power to administer oaths and take evidence. (Ord. 2010-35, 11/16/2010)

2-10-001-0003 MEETINGS:

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

A quorum shall be one more than half the voting membership of the Board of Adjustment. (Ord. 2010-35, 11/16/2010)

SECTION 7. Chapter 2-11, ***Flagstaff Airport Commission***, is amended as follows:

2-11-0001-0002 COMPOSITION; TERMS:

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

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

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

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

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

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

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

SECTION 8. Chapter 2-12, **Transportation Commission**, is amended as follows:

2-12-001-0004 MEETINGS:

The Commission shall meet quarterly and/or at the request of its chairperson for the disposal of such business as may come before it.

Meetings shall be conducted in accordance with the Board and Commission Members' Handbook **RULES AND OPERATIONS MANUAL** adopted by resolution of the Flagstaff City Council, and in compliance with all other local, state, and federal laws.

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

(Ord. 1349, Amended, 02/19/1985; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0006 OTHER POWERS:

A. The Commission shall have the power to appoint subcommittees for the purpose of defining problem areas of traffic and traffic safety; proposing solutions to defined problems; or for any other undertaking which will reasonably lead to safer and more efficient traffic flow in the City.

B. The City Council hereby establishes the following advisory committees to the Transportation Commission to provide advice on special traffic and transportation topics, and delegates to the Commission the power to appoint members to these committees. No member of the Transportation Commission shall be a member of an advisory committee. The City Council retains the power to remove a member of an advisory committee for the reasons specified in the City's Board and Commission Members' Handbook **RULES AND OPERATIONS MANUAL**.

1. Bicycle Advisory Committee: Seven (7) citizen members appointed for a three (3) year term. No member may serve more than two (2) three (3) year terms.

2. Pedestrian Advisory Committee: Seven (7) citizen members appointed for a three (3) year term. No member may serve more than two (2) three (3) year terms.
- C. The Transportation Commission shall define the operating procedures of the advisory committees, assuring compliance with the Arizona Open Meeting Law, and the City's Board and Commission Members' Handbook **RULES AND OPERATIONS MANUAL**, including, but not limited to:
1. The advisory committees shall report on their activities to the Transportation Commission at each Commission meeting.
 2. The advisory committees shall investigate, consider, and make recommendations to the Transportation Commission on items assigned to them by the Commission regarding their respective areas of interest.
 3. The advisory committees shall bring to the Transportation Commission items of a planning, design, or regulatory nature that come to their attention regarding the City's pedestrian and bikeway systems.

(Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013)

SECTION 9. Chapter 2-13, *Tourism Commission*, is amended as follows:

2-13-001-0001 CREATION OF THE COMMISSION:

There is hereby established a City Tourism Commission. There shall be ~~nine (9)~~ **SEVEN (7)** voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the portion of the Bed, Board and Booze Tax as designated by Ordinance No. 1532.

(Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001)

2-13-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of:

- ~~A. A Councilmember designated by the City Council to serve, as a non-voting ex-officio member, during the Councilmember's term of office. (Ord. 1674, 9-18-90)~~
- B.A. Five (5) FOUR (4)** members to be appointed by the City Council. Each member shall be from the hospitality industry and serve for three (3) years, on a staggered term basis.
- ~~C.B. Four (4) THREE (3)~~ **THREE (3)** additional members to be appointed by the City Council, to serve for three (3) years, on a staggered term basis. (Ord. 1674, 9-18-90)
- D.C.** The City Manager or the Manager's designee shall be an ex-officio member of the Commission. The member shall have no voting privileges.

The City Manager shall be responsible for staff support of the Tourism Commission.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission.

A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) consecutive full terms. ~~Said requirement shall not apply to the Councilmember representative.~~

(Ord. No. 1579, Enacted, 08/02/88); (Ord. No. 1674, Amended, 09/18/90; Ord. 2001-27, Amended, 11/20/2001); Ord. No. 2006-09, Amended 04/10/2006)

2-13-001-0005 MEETINGS:

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

A quorum consisting of a minimum of ~~five (5)~~ **FOUR (4)** voting members, shall be required to conduct business.

B. The Chairperson of the Commission shall meet with the Chairperson of the Economic Development Commission and the Beautification Commission at least once per month. The purpose of the meeting is for coordination of the three commissions only. The intent is not to create another commission. The meeting shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with applicable Arizona State Statutes.

C. If a member is absent for three (3) meetings within a twelve month period, excused or unexcused, that member may be replaced by the City Council.

(Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001)

SECTION 10. Chapter 2-14, *Beautification and Public Art Commission*, is amended as follows:

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be ~~nine (9)~~ **SEVEN (7)** voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the portions of the Bed, Board and Booze Tax as designated by City Code, Title 3, Chapter 6, Section 3-06-001-0004.

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

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

The composition of the membership shall consist of:

- ~~A. A Councilmember designated by the City Council to serve, as a non-voting, ex officio Council liaison, during the Councilmember's term of office. (Ord. 1674, 9-18-90); (Ord. 2006-15, 05/16/2006)~~
- B.A.** One (1) member to be from the hospitality industry, appointed by the City Council. Said member shall serve a three (3) year term.
- ~~C.B.~~ **ONE (1)** voting members from the arts community, including, but not limited to artists, craftsmen, gallery owners, arts educator, art historian, art curator, art administrator.
- ~~D.C.~~ One **(1)** voting member who is a design professional, including, but not limited to, architects, landscape architect, urban planner, or graphic designer.
- ~~E.D.~~ ~~Five (5)~~ **FOUR (4)** additional members appointed by the City Council. (Ord. No. 2006-15, (05/16/2006); (Ord. No. 2007-04, Amended 02/06/07)

Each member shall serve three-year terms, on a staggered basis. A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms.

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

SECTION 11. Chapter 2-17, ***Sustainability Commission***, is amended as follows:

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. ESTABLISHMENT OF THE COMMISSION.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee.
2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.
3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex-officio member of all standing committees, shall appoint the chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair.

4. ~~The City Council may appoint a non-voting Councilmember Liaison who shall not count toward a quorum~~

(Ord. 2007-27, Amended 04/17/2007)

SECTION 12. Chapter 2-18, ***Commission on Disability Awareness***, is amended as follows:

2-18-001-0002 MEMBERS AND TERMS:

The Commission shall consist of ~~nine (9)~~ **SEVEN (7)** members who shall be appointed by the City Council based upon the recommendations of the Committee/Commission. The Commission and the City Council will make every effort to recruit and appoint those individuals most directly involved and concerned with the obligations of the Americans with Disabilities Act. Commission members shall serve staggered, three-year terms.

~~A quorum shall consist of one more than half the membership of the commission.~~

~~In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Disability Awareness Commission who shall not count toward the quorum.~~

In the event a member's term expires, that member shall continue to serve until reappointed or replaced by the City Council. (Ord. 1833, 05/03/94)

(Ord. No. 1780, Enacted, 11/17/92; Ord. No. 1833, Amended, 05/03/94; Ord. No. 2007-31, Amended 07/23/2007)

2-18-001-0003 ORGANIZATION:

A Chairperson and other Commission officers shall be selected by a majority vote of those members present at a meeting called for that purpose for a term of one (1) year. The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours notice. All other rules of procedure shall be established by the members so long as said rules are consistent with State law, the City Charter, the Board and Commission Members' **Handbook RULES AND OPERATIONS MANUAL**, and this Ordinance.

A Commission member who is absent from three consecutive regular meetings may have their remaining term terminated by a vote of the City Council upon recommendation of the Commission.

(Ord. 1780, 11/17/92); (Ord. No. 1780, Enacted, 11/17/92); (Ord. No. 2007-37, Amended 07/24/2007)

SECTION 13. Chapter 2-19, ***Heritage Preservation Commission***, is amended as follows:

2-19-001-0002 MEMBERSHIP:

- A. The membership of the commission shall consist of seven (7) voting members. ~~In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the commission.~~ Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first district are created, to represent those additional districts and help develop and adopt design guidelines for those districts.
1. At least two (2) members must be professionals in the areas of architecture, history, architectural history, planning, or archaeology.
 2. At least two (2) members shall be owners of locally designated historic properties or properties listed on the National Register of Historic Places.
 3. At least three (3) members shall be from the general community.
 4. Any member may satisfy more than one of the above qualifications and any "professional" category may be filled by a person who is retired from that profession.
- B. Appointed members shall have a demonstrated interest in the history of the community and be committed to represent not only their specific areas of expertise, but also the community at large.

(Ord. No. 2005-08, Amended 04/05/2005; Ord. No. 2007-07, Amended 02/06/2007; Ord. 2010-35, Amended, 11/16/2010)

SECTION 14. Chapter 2-20, *Open Spaces Commission*, is amended as follows:

2-20-001-0001 CREATION OF THE COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following ~~nine~~ **SEVEN** regular members all of whom shall be appointed by the City Council, except for designees from the Planning and Zoning Commission ~~and the Parks and Recreation Commission~~: four members from the natural and cultural sciences; one member from the Planning and Zoning Commission; ~~one member from the Parks and Recreation Commission~~; one member who markets real estate or is a representative from real estate development; and ~~two~~ **ONE** public at-large members. All Commission members shall be voting members. ~~In addition, the City Council may designate a Councilmember representative as a non-voting, ex-officio member of the Commission.~~ A chairperson shall be selected by a majority vote of those members at a meeting called for that purpose.

SECTION 15. Chapter 2-22, *Flagstaff Community Land Trust Commission*, is hereby repealed.

SECTION 16. Chapter 2-23, *Flagstaff Area Regional Plan Citizens' Advisory Committee*, is hereby repealed.

SECTION 17. Repeal of Conflicting Ordinances.

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

SECTION 18. 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 19. 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 18th day of November, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: David McIntire, Asst. to City Manager - Real Estate
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration and Adoption of Ordinance 2014-33: An ordinance of the Flagstaff City Council ratifying the sale of approximately 33.6 acres of real property consisting of three parcels located at the southeast and southwest corners of the intersection of Fourth Street and Route 66, and the northwest corner of Fourth Street and Huntington Drive adjacent to the Fourth Street Overpass (**ordinance ratifying the sale of the TRAX properties**)

RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-33 by title only for the first and final time (requires unanimous consent of Councilmembers present according to Flagstaff City Charter Art. VII Section 6)
- 2) City Clerk reads Ordinance No. 2014-33 by title only for the first and final time (if approved above)
- 3) Adopt Ordinance No. 2014-33

Policy Decision or Reason for Action:

Per the City Charter the sale of real property is to be accomplished by ordinance. City Council considered and approved the purchase contracts, subsequent amendments and other relevant documents authorizing the sale, but there was no ordinance passed specifically addressing the sale of the property. This action will approve the sale by ordinance as required and bring it into compliance with the charter.

Financial Impact:

The sale has been completed and all funds have been received. There is no additional financial impact..

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

5. Retain, expand, and diversify economic base
11. Effective governance

Has There Been Previous Council Decision on This:

Yes- There were a number of Council actions involved in the acquisition and subsequent sale of the properties. The most recent actions were the approval of the 3rd and 4th Amendments to the Real Estate Purchase and Sale Agreement which were considered and approved on August 25th of 2014 and which led to the close of escrow and finalization of the transaction.

Options and Alternatives:

Passing the Ordinance will bring the City into compliance with charter requirement.

Not passing the ordinance would be in conflict with the City Charter and may have implications regarding the consummated sale.

Background/History:

The parcels involved in the sale were acquired as a part of the 4th Street Overpass. The parcels were surplus property and bundled, marketed and sold. The sale formally closed escrow on October 3, 2014.

Key Considerations:

- The ordinance brings the transaction into compliance with the Charter.
- There were a number of Council actions that provided direction and approval regarding the transaction.
- The sale closed on October 3, 2014 and has been recorded. All funds have been received.

Community Benefits and Considerations:

Approval of Ordinance 2014-33 brings the sale of the property into compliance with the City Charter.

Community Involvement:

Inform

Attachments: [Ordinance 2014-33](#)
 [Visual depiction of the Trax Properties](#)

ORDINANCE NO. 2014-33

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL RATIFYING THE SALE OF APPROXIMATELY 33.6 ACRES OF REAL PROPERTY CONSISTING OF THREE PARCELS LOCATED AT THE SOUTHEAST AND SOUTHWEST CORNERS OF THE INTERSECTION OF FOURTH STREET AND ROUTE 66, AND THE NORTHWEST CORNER OF FOURTH STREET AND HUNTINGTON DRIVE ADJACENT TO THE FOURTH STREET OVERPASS

RECITALS:

WHEREAS, the City of Flagstaff (the "City") owned certain real property consisting of three parcels totaling approximately 33.6 acres located at the southeast and southwest corners of the intersection of Fourth Street and Route 66, and the northwest corner of Fourth Street and Huntington Drive adjacent to the Fourth Street Overpass, situated within the City of Flagstaff, Coconino County, Arizona and more fully described in Exhibit A, Legal Description (the "Property"); and

WHEREAS, pursuant to Article I, Section 3 and Article VIII, Section 10 of the Flagstaff City Charter, the City may sell real property not needed or not likely to be needed within a reasonable future time; and

WHEREAS, the City Council of the City of Flagstaff (i) determined that the Property was not needed or not likely to be needed within a reasonable future time, and (ii) desired to sell whatever right, title or interest it had in the Property; and

WHEREAS, the City Council of the City of Flagstaff negotiated with Evergreen – TRAX, LLC for the purchase and sale of the Property and entered into a Purchase and Sale Agreement, a First Amendment of the Purchase and Sale Agreement and a Second Amendment of the Purchase and Sale Agreement, and a Development Agreement with Evergreen – TRAX, LLC; and

WHEREAS, the City Council of the City of Flagstaff voted to approve the Third Amendment and the Fourth Amendment of the Purchase and Sale Agreement for the Property at a duly held Council Meeting on August 25, 2014.

ENACTMENTS:

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

SECTION 1. That the sale of the Property, as more particularly described and depicted in Exhibit A, attached to this Ordinance, is hereby ratified.

SECTION 2. That the City Manager, the City Attorney, the City Clerk, the Finance Director, 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.

PASSED AND ADOPTED by the Mayor and City Council of the City of Flagstaff, Arizona this 18th day of November, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

"EXHIBIT A"

LEGAL DESCRIPTION

There are three parcels for The Trax project (collectively referred to herein as the "Property"):

1. Parcel 107-13-010 (Shown on the Concept Plan as Areas A & C)
2. Parcel 107-13-009 (Shown on the Concept Plan as Area B)
3. Parcel 107-13-011 (Shown on the Concept Plan as Area D)

PARCELS A, B AND D AS SET FORTH ON COF CONSOLIDATION MAP RECORDED IN 2006-3396857, OFFICIAL RECORDS OF COCONINO COUNTY ARIZONA AND MORE PARTICULARLY DESCRIBED BELOW; AND EXCEPT FROM SAID PARCELS ALL MINERALS CONTAINED THEREIN INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION IN DEED RECORDED IN DOCKET 1442, PAGE 754.

PARCEL A

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY, HUNTINGTON DRIVE AS DESCRIBED IN DOCKET 861, PAGE 914 AND DOCKET 918, PAGE 574; PARCELS A, B, AND C RECORDED IN BOOK 8, PAGE 57; AND THE PARCEL DESCRIBED IN DOCKET 1442, PAGE 754, COCONINO COUNTY RECORDS; LYING IN SECTIONS 13 AND 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A POINT ON A TANGENT IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66, MONUMENTED BY A FOUND BRASS CAP; THENCE NORTH 71 DEGREES 20 MINUTES 56 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT- OF-WAY LINE, 78.35 FEET TO A POINT OF CURVATURE THEREIN; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, CONCAVE NORTHWESTERLY, WITH RADIUS 2000.00 FEET AND CENTRAL ANGLE 34 DEGREES 02 MINUTES 50 SECONDS, AN ARC LENGTH OF 1188.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 56 MINUTES 54 SECONDS AN ARC LENGTH OF 68.01 FEET; THENCE NORTH 35 DEGREES 21 MINUTES 12 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT - OF-WAY LINE, 2555.80 FEET; THENCE NORTH 41 DEGREES 08 MINUTES 46 SECONDS EAST 103.31 FEET; THENCE NORTH 36 DEGREES 26 MINUTES 28 SECONDS EAST, 258.30 FEET; THENCE NORTH 44 DEGREES 14 MINUTES 44 SECONDS EAST, 153.19 FEET TO THE BEGINNING OF A NONTANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 50 DEGREES 35 MINUTES 21 SECONDSWEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 3745.72 FEET AND CENTRAL ANGLE 04 DEGREES 42 MINUTES 36 SECONDS, AN ARC LENGTH OF 307.92 FEET; THENCE NORTH 76 DEGREES 35 MINUTES 19 SECONDS EAST 37.30 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 12 SECONDS EAST, PARALLELWITH AND 74 FEET SOUTHWESTERLY FROM THE NEW FOURTH STREET CENTERLINE SHOWN THEREON , 136.09 FEET; THENCE SOUTH 45 DEGREES 52 MINUTES 40 SECONDS EAST 77.10 FEET; THENCE SOUTH 47 DEGREES 28 MINUTES 57 SECONDS EAST 81.84 FEET; THENCE NORTH 45 DEGREES 36 MINUTES 00 SECONDS EAST 3.00 FEET; THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLELWITH AND 59 FEET SOUTHWESTERLY FROM SAID NEWFOURTH STREET CENTERLINE, 47.26 FEET TO THE NORTHWESTERLY LINE OF THE NEW RAILWAY SHOWN THEREON;

THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 3431.57 FEET TO THE NORTHWESTERLY LINE OF THE EXISTING RAILWAY SHOWN THEREON; THENCE NORTH 52 DEGREES 41 MINUTES 54 SECONDS WEST, RADIAL TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66, 41.69 FEET TO THE TRUE POINT BEGINNING. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE-SYSTEM DATA DATED NOVEMBER 1997.

PARCEL B

THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY; INDUSTRIAL DRIVE DESCRIBED IN DOCKET 918, PAGE 574; AND PARCEL 1 DESCRIBED IN DOCKET 1967, PAGE 587, RECORDS OF COCONINO COUNTY, LYING IN THE LOT 2 OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING FOR REFERENCE AT A POINT OF TANGENCY IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ROUTE 66 NORTHEAST OF FOURTH STREET; THENCE NORTH 56 DEGREES 57 MINUTES 16 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 35.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 58 DEGREES 57 MINUTES 16 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 1154.90 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 44 SECONDS EAST, PERPENDICULAR TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 39.49 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE RAILWAY AND THE BEGINNING OF A NON-TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 37 DEGREES 26 MINUTES 34 SECONDS WEST; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF THE NEW RAILWAY SHOWN THEREON AND ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 7718.99 FEET AND CENTRAL ANGLE 10 DEGREES 37 MINUTES 12 SECONDS, AN ARC LENGTH OF 1430.75 FEET; THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 205.84 FEET; THENCE SOUTH 48 DEGREES 03 MINUTES 46 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 12.00 FEET; THENCE SOUTH 41 DEGREES 56 MINUTES 14 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 373.32 FEET; THENCE NORTH 42 DEGREES 59 MINUTES 24 SECONDS WEST, PARALLEL WITH AND 52 FEET EASTERLY FROM THE NEW FOURTH STREET CENTERLINE SHOWN THEREON 53.01 FEET; THENCE NORTH 28 DEGREES 59 MINUTES 56 SECONDS WEST, 60.86 FEET; THENCE NORTH 40 DEGREES 09 MINUTES 12 SECONDS WEST, 223.43 FEET; THENCE NORTH 05 DEGREES 56 MINUTES 36 SECONDS EAST, 37.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 42 DEGREES 46 MINUTES 55 SECONDS WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, RADIUS 3750.72 FEET AND CENTRAL ANGLE 02 DEGREES 37 MINUTES 04 SECONDS, AN ARC LENGTH OF 171.37 FEET; THENCE NORTH 31 DEGREES 15 MINUTES 33 SECONDS EAST, 21.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 39 DEGREES 50 MINUTES 57 SECONDS WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 3757.72 FEET AND CENTRAL ANGLE 01 DEGREES 47 MINUTES 06 SECONDS, AN ARC LENGTH OF 117.07 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 35 SECONDS EAST, 141.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, TO WHICH POINT A RADIAL LINE BEARS NORTH 38 DEGREES 03 MINUTES 52 SECONDS WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, WITH RADIUS 3860.32 FEET AND CENTRAL ANGLE 05 DEGREES 05 MINUTES 23 SECONDS, AN ARC LENGTH OF 342.92 FEET; THENCE NORTH 49 DEGREES 02 MINUTES 29 SECONDS EAST, 29.52 FEET TO THE TRUE POINT OF BEGINNING. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH,

RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE—SYSTEM DATA DATED NOVEMBER 1997.

PARCEL D

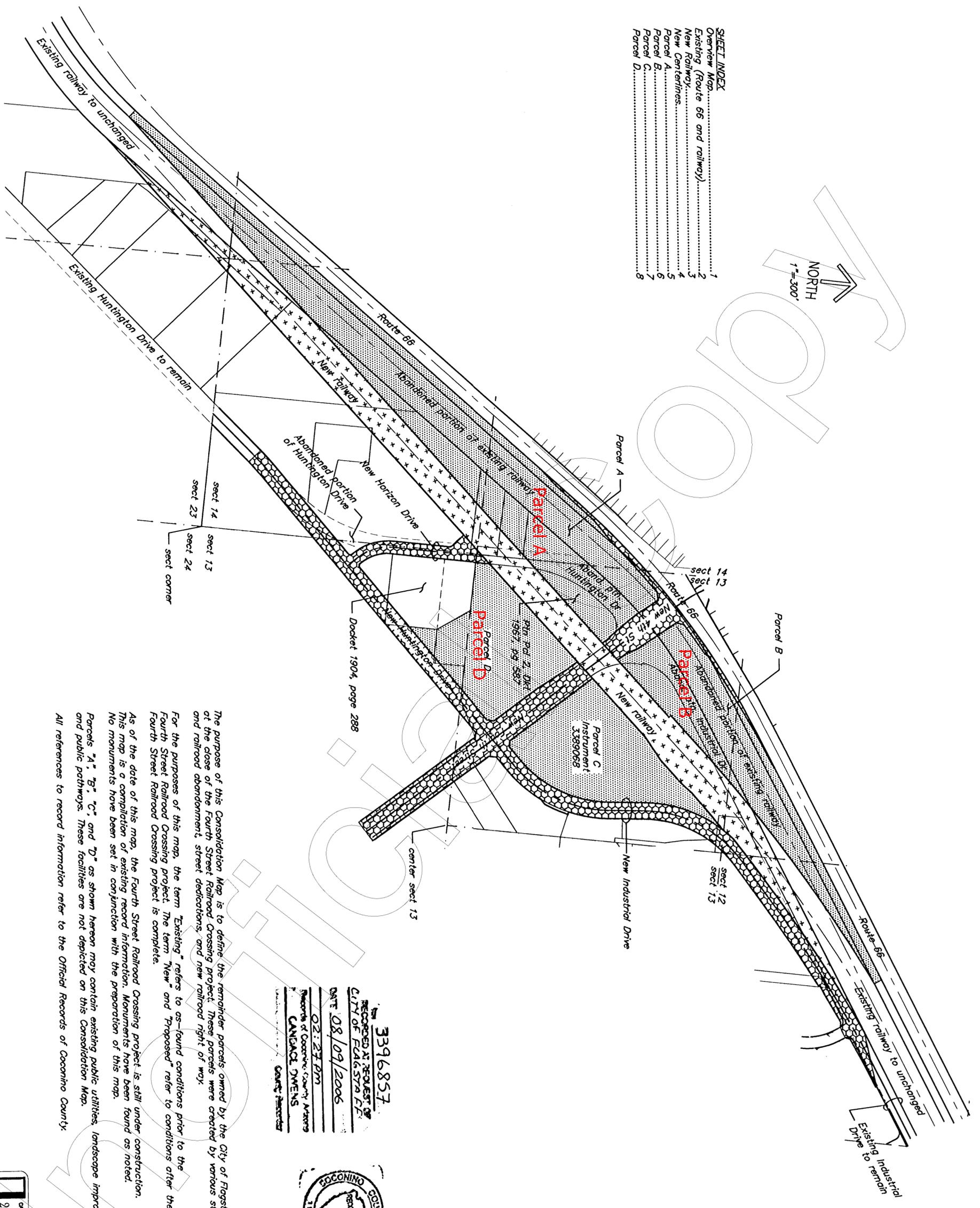
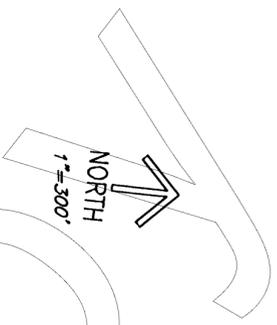
THE FOLLOWING DESCRIBES A PARCEL OF LAND, PORTIONS OF PARCEL 2 DESCRIBED IN DOCKET 1967, PAGE 587 AND OF THE PARCEL DESCRIBED IN INSTRUMENT 2001-3104611, RECORDS OF COCONINO COUNTY, LYING IN THE WEST HALF OF SECTION 13, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN; FLAGSTAFF, COCONINO COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2 DESCRIBED IN DOCKET 1904, PAGE 288, RECORDS OF COCONINO COUNTY, MONUMENTED BY A FOUND ALUMINUM CAP MARKED "ARENCO LS 13010 LS 18297; THENCE NORTH 00 DEGREES 32 MINUTES 48 SECONDS WEST ALONG THE WESTERLY LINE OF PARCEL 2 DESCRIBED IN SAID DOCKET 1967, PAGE 587, PARALLEL WITH AND 40 FEET EASTERLY FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, 0.29 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 00 DEGREES 33 MINUTES 37 SECONDS WEST, CONTINUING ALONG SAID WESTERLY LINE, PARALLEL WITH AND 40 FEET EASTERLY FROM THE WEST LINE OF THE LOT 2 OF SAID SECTION 13, 66.44 FEET TO THE SOUTHEASTERLY LINE OF THE NEW RAILWAY SHOWN THEREON; THENCE NORTH 41 DEGREES 56 MINUTES 14 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 639.20 FEET; THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLEL WITH AND 57 FEET SOUTHWESTERLY FROM THE NEW FOURTH STREET CENTERLINE SHOWN HEREON, 59.42 FEET; THENCE SOUTH 39 DEGREES 10 MINUTES 34 SECONDS EAST 180.40 FEET; THENCE SOUTH 42 DEGREES 59 MINUTES 24 SECONDS EAST, PARALLEL WITH AND 69 FEET SOUTHWESTERLY FROM SAID NEW FOURTH STREET CENTERLINE, 255.07 FEET TO THE BEGINNING OF A 25-FOOT CORNER CUTOFF; THENCE SOUTH 00 DEGREES 30 MINUTES 36 SECONDS WEST, ALONG SAID CORNER CUTOFF, 36.27 FEET TO THE END THEREOF; THENCE SOUTH 44 DEGREES 00 MINUTES 36 SECONDS WEST, PARALLEL WITH AND 40 FEET NORTHWESTERLY FROM THE NEW HUNTINGTON DRIVE CENTERLINE SHOWN THEREON, 586.47 FEET TO THE EAST LINE OF PARCEL 1 DESCRIBED IN SAID DOCKET 1904, PAGE 288; THENCE NORTH 00 DEGREES 32 MINUTES 55 SECONDS WEST ALONG SAID EAST LINE, 136.52 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, MONUMENTED BY A FOUND ALUMINUM CAP MARKED "AEC LS 13010 LS 18297; THENCE NORTH 36 DEGREES 08 MINUTES 55 SECONDS WEST, ALONG THE EASTERLY LINE OF PARCEL 2 DESCRIBED IN SAID DOCKET 1904, PAGE 288, 185.56 FEET TO THE NORTHEASTERLY CORNER THEREOF, MONUMENTED BY A FOUND ALUMINUM CAP MARKED "NES LS 14671; THENCE SOUTH 89 DEGREES 51 MINUTES 25 SECONDS WEST, ALONG THE LINE BETWEEN THE SOUTHWEST QUARTER OF SECTION 13 AND LOT 2 THEREOF, AND ALONG THE NORTH LINE OF SAID PARCEL 2, 236.39 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE LINE BETWEEN THE EAST AND SOUTH QUARTER CORNERS OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, WITH BEARING SOUTH 43 DEGREES 20 MINUTES 20 SECONDS WEST PER CITY OF FLAGSTAFF COORDINATE—SYSTEM DATA DATED NOVEMBER 1997.

SHEET INDEX

- 1 Overview Map.....
- 2 Existing (Route 66 and railway).....
- 3 New Railway.....
- 4 New Centerlines.....
- 5 Parcel A.....
- 6 Parcel B.....
- 7 Parcel C.....
- 8 Parcel D.....



Route 66
 Abandoned portion of existing railway
 New Railway
 New Centerlines
 Parcel A
 Parcel B
 Parcel C
 Parcel D
 New Horizon Drive
 Abandoned portion of Huntington Drive
 New Industrial Drive
 Huntington Drive
 New Huntington Drive
 Docket 1904, page 288
 center sect 13

The purpose of this Consolidation Map is to define the remainder parcels owned by the City of Flagstaff of the purpose of the Fourth Street Railroad Crossing project. These parcels were created by various street and railroad abandonment, street dedications, and new railroad right of way.

For the purposes of this map, the term "Existing" refers to as-found conditions prior to the Fourth Street Railroad Crossing project. The term "New" and "Proposed" refer to conditions after the Fourth Street Railroad Crossing project is complete.

As of the date of this map, the Fourth Street Railroad Crossing project is still under construction. This map is a compilation of existing record information. Monuments have been found as noted. No monuments have been set in conjunction with the preparation of this map.

Parcels "A", "B", "C" and "D" as shown hereon may contain existing public utilities, landscape improvements, and public pathways. These facilities are not depicted on this Consolidation Map.

All references to record information refer to the Official Records of Coconino County.

3396857
 RECORDED IN REQUEST OF
 CITY OF FLAGSTAFF, AZ
 DATE 08/09/2006
 02:27 PM
 Records of Coconino County, Arizona
 CANDACE OWENS
 County Recorder

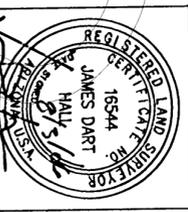


REVISIONS	DATE

4th Street RR Crossing
COF Consolidation Overview Map

PLATEAU ENGINEERING
 CIVIL ENGINEERS AND LAND SURVEYORS
 202 EAST BIRCH AVENUE
 FLAGSTAFF, ARIZONA 86001
 (928) 666-0311 FAX (928) 213-9814

JOB NO. 935	DATE
DESIGNED BY	
DRAWN BY BEH	
CHECKED BY	



CALL THE WORKING DAYS BEFORE YOU DIE
 963-1100
 (800) STAKE-IT
 (ORICE WORKING DAYS)

Official Records of Coconino County, 3396857
 Candace Owens - Recorder, 08/09/2006 02:27 pm Page: 8
 CITY OF FLAGSTAFF, N-S 588.00

SHEET NO. 1 OF 8
 TOTAL SHEETS 8

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Frank Higgins, Police Lieutenant
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration and Approval of Grant Application and Intergovernmental Agreement: Arizona Internet Crimes Against Children Taskforce Affiliate Sub-Grant Funds.

RECOMMENDED ACTION:

Approve the Grant Application and IGA with the City of Phoenix with the Arizona Internet Crimes Against Children (ICAC) Taskforce for grant funds in the amount of \$9,859.

Policy Decision or Reason for Action:

Entering into the Intergovernmental Agreement with the City of Phoenix allows the Police Department to apply for grant funding managed by the AZ ICAC Taskforce. This funding is used for training and equipment needed to operate the computer forensics lab at the Flagstaff Police Department. For the 2014 - 2015 grant cycle, the Police Department is requesting \$9,859.00 to pay for Basic Computer Forensic Examiner training which is conducted once a year in the United States by the International Association of Computer Investigative Specialists (IACIS). This training will enable the Police Department to train and certify a new forensic examiner. The remaining funds will be used for continuing education training for the remaining Certified Forensic Computer Examiner (CFCE) at the Police Department. This training is necessary so the examiner can maintain the necessary continuing education requirements needed to retain the certification as well as keep current with contemporary software and examination procedures.

Financial Impact:

This is a reimbursement grant. The City of Flagstaff will initially outlay the cost of training and will submit for reimbursement. The City has \$4,500 budgeted in program 001-04-062-6092-2 and the remaining balance will be covered within the Police Grants Section's budget.

Connection to Council Goal:

COUNCIL GOALS:

- 10. Develop an ongoing budget process
- 11. Effective governance

REGIONAL PLAN:

Has There Been Previous Council Decision on This:

The City of Flagstaff has repeatedly received grant funding from this taskforce over the last ten years.

Options and Alternatives:

1. Council can decide to enter into the intergovernmental agreement with the City of Phoenix and apply for grant funding.
2. Council can decide not to enter into the intergovernmental agreement with the City of Phoenix which would forgo any opportunity to receive grant funding from the AZ ICAC Taskforce this fiscal year.

Background/History:

The Flagstaff Police Department has been affiliated with the Arizona Internet Crimes Against Children (ICAC) Taskforce since 2003. They have been a source of funding for training and equipment since that time. The Taskforce will alert the Flagstaff Police Department of any potential criminal activity occurring in our jurisdiction which is identified by their proactive online investigations. Police Department staff will act upon this information and conduct further investigation as needed. These investigations typically culminate in the forensic analysis of computer equipment

Key Considerations:

Training in the field of computer forensics is time consuming and prohibitively expensive. Our current staff of Certified Forensic Computer Investigators has been reduced to one person due to attrition. The current training budget at the Police Department cannot support the cost of this training without grant reimbursement.

Expanded Financial Considerations:

Community Benefits and Considerations:

The computer forensics lab at the Flagstaff Police Department has provided computer forensic services to law enforcement agencies throughout Northern Arizona since it was created in the year 2000. Since that time, the Flagstaff Police Department has assisted the FBI, DEA, DPS, Williams Police Department, NAU Police Department, and the Northern Arizona Street Crimes Task Force (Metro) with computer related investigations. These investigations have resulted in arrests for crimes including sexual assault, sexual exploitation of a minor, child molestation, sexual abuse, kidnapping, and others.

Community Involvement:

Inform

Expanded Options and Alternatives:

- Approve Grant Application - Disapprove Grant Application

Attachments: [ICAC Grant Application](#)
 [IGA for AZICAC affiliates](#)

November 6, 2014

To: AZ ICAC Task Force Affiliates

From: Jerry Barker, Sgt. / Project Manager
Phoenix PD / AZ ICAC Task Force
620 W. Washington
Phoenix, AZ 85003

Re: Arizona ICAC Task Force Sub-Grant Funds for 2014-2015

Greetings Arizona ICAC Task Force Affiliate,

The Arizona Internet Crimes Against Children (ICAC) Task Force is a partially grant-funded network of Arizona law enforcement agencies whose mission is to apprehend and bring to justice Internet sexual predators and Internet child pornographers. The Arizona ICAC is one of 61 Task Forces located throughout the United States (see www.icactraining.org). Within Arizona, there are now 57 agencies affiliated with the Task Force through an Intergovernmental Agreement (IGA).

The FY 2014-2015 Department of Justice ICAC Continuation grant permits us to share funding for training and equipment with affiliated law enforcement agencies. We are pleased to offer the following support to your agency:

Funding for equipment and/or training

Reimbursement funds to affiliated agencies for the purpose of purchasing equipment and/or training to assist in the investigation of Internet crimes against children. There is a short application process (see attachment).

Nationwide ICAC training program

The ICAC Training and Technical Assistance Program web site (www.icactraining.org) provides links and information about training that will assist law enforcement in dealing with Internet crimes against children.

We invite all affiliated agencies to submit the attached sub-grant applications and to visit our training and information web site (www.azicac.org). The sub-grant involves a reimbursement process. Once your agency is approved for funds, you will be required to complete all purchases using your departmental funds and your agency will then be reimbursed for the expenses.

For further information, contact Sgt. Jerry Barker at 623-466-1828, jerry.barker@phoenix.gov or Vanessa Villa Secretary II at 623-466-1835, vanessa.villa@phoenix.gov

2. Describe the Internet crimes against children problem(s) to be addressed through the use of the requested training and/or equipment. (attach additional information if necessary, not exceeding 250 words)

The Flagstaff Police Department created a computer forensics lab in the year 2000. This lab supports agencies throughout Northern Arizona. Since that time, the Flagstaff Police Department has assisted the FBI, DEA, DPS, Williams Police Department, NAU Police Department, Metro, and the Northern Arizona Street Crimes Task Force with computer related investigations. These investigations have resulted in arrests for crimes including sexual assault, sexual exploitation of a minor, child molestation, sexual abuse, kidnapping, and others.

The Forensics lab currently has only one remaining Certified Forensic Computer Examiner due to the loss of employees. The second examiner, Sgt. Gene Shantz, recently left the Flagstaff Police department to work in the private sector. He remains a reserve officer with this agency, but as of this time he has not been able to work in the computer lab due to his new employment.

The computer forensics lab at the Flagstaff Police Department has four forensic workstations utilizing FTK toolkit, EnCase Forensic ver. 6 and ver. 7. Due to the ever changing dynamics of computer investigations, we are seeking funding so the remaining examiner can receive training for current procedures and methods of computer forensics and to send a new examiner to the IACIS Basic training course in Florida to ultimately obtain a Certified Forensic Computer Examiner (CFCE) certification.

3. Does your agency agree to comply with Department of Justice, Office of Juvenile Justice and Delinquency Prevention assurances as described at the web page:
(See attached screen shots)

Yes
No

4. Does your agency agree to provide monthly statistical reports of ICAC investigations, arrests and trainings to the Arizona ICAC? (see attachment)

Yes
No

5. Does your agency agree to abide by Internet Crimes Against Children Program Operational and Investigative Standards? (You may obtain the standards by contacting Sgt. Jerry Barker at 623-466-1828 or by email at jerry.barker@phoenix.gov.)

Yes
No

Authorized signature: _____ Date: _____

Print name: _____

Please return the completed form to:

Jerry Barker, Sgt. / Project Manager
Phoenix PD / AZ ICAC Task Force
620 W. Washington
Phoenix, AZ 85003
Desk: 623-466-1828
Fax: 602-732-2016
Email: jerry.barker@phoenix.gov

Revised October 31, 2014

**INTERNET CRIMES AGAINST CHILDREN
SUB-GRANTEE FINANCIAL REPORT
Federal ICAC Grant Award**

*INSTRUCTIONS: This Financial Report must be submitted to the City of Phoenix Police Department after your agency has paid the vendor for goods/services. Funds will be distributed on a reimbursement basis. Deadline for submitting all receipts for expenses is April 15, 2015. Copies of invoices must accompany all reimbursement requests. All financial reports requesting reimbursement and copies of invoices should be sent to our grant accountant: Florica Suroiu, Fiscal Management Bureau, 620 W. Washington Street, Phoenix, AZ 85003. Phone: (602) 262-6016 * Fax: (602) 534-1613 * Email: florica.suroiu@phoenix.gov*

Name of Sub-recipient Agency: _____

Make check payable to: _____

Address: _____

Amount of award: _____

For Reporting Period From: _____
(MM-DD-YY)

To: _____
(MM-DD-YY)

	<i>a</i>	<i>b</i>	<i>a - b = c</i>	<i>d</i>	<i>c - d = e</i>
Categories	Approved Budget	Total Amount Requested to Date	Balance In Account	Amount of This Request	New Balance
Equipment (See Below)			-		\$ -
Travel/Training					\$ -
Other					\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Equipment and/or Training Purchased:

Below, please itemize equipment purchased during this period.

Equipment or Training	Amount
TOTAL	\$ -

Certification:

I certify that to the best of my knowledge and belief the data above are correct and that all expenditures were made in accordance with the grant agreement.

Signature of Authorized Representative

Date

Typed or Printed Name And Title

Telephone

Agency:		January 1, 2014 – December 31, 2014													
Monthly Measures		Jan '14	Feb '14	March '14	April '14	May '14	June '14	SA1	July '14	Aug '14	Sept '14	Oct '14	Nov '14	Dec '14	SA2
Traveler	Proactive														
	Reactive														
Luring/Enticement	Proactive														
	Reactive														
Obscenity Exposed to Minors	Proactive														
	Reactive														
Child Prostitution	Proactive														
	Reactive														
Manufacture	Proactive														
	Reactive														
Distribution	Proactive														
	Reactive														
Possession	Proactive														
	Reactive														
Arrests															
Case Dispositions	Unfounded														
	Suspended														
	Plea														
	Trial														
Case Referrals	Federal														
	State														
	Local														
Submitted for Federal Prosecution															
Accepted for Federal Prosecution															

Agency:		Jan '14	Feb '14	Mar '14	April '14	May '14	June '14	SA1	July '14	Aug '14	Sept '14	Oct '14	Nov '14	Dec '14	SA2
Monthly Measures															
Cybertips Received*															
CVIP Submissions (Cases)*															
Affiliated Agencies Added*															
Child Victims Identified	CVIP														
	Cases*														
Subpoenas or Court Orders	Federal														
	State/Local														

Search Warrants	Federal													
	State/Local													
al	Technical Support													
	Forensic Exams													
Training Sessions Provided														
Law Enforcement Trained														
Prosecutors Trained														
Other Professions Trained														
# Sent to ICAC T&TA Training														
# Sent to Other Training														
Presentations														
Number of Attendees														
Public Events														
Number of Attendees														
Public Awareness														
Other info here														

reporting:	Please e-mail this form to: jerry.barker@phoenix.gov or fax to (623) 466-1828 the 5 th of each month. Questions? Call Sgt. Barker at (623) 466-1828 or Vanessa Villa at (623) 466-1835.
info:	

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

Phoenix Police Department (Primary Grantee) / Arizona ICAC Task Force

and

Affiliate Agency

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the City of Phoenix, through the Phoenix Police Department (“PPD”), and the _____, through the _____ (“City” or “Affiliate”) on this _____ day of _____, 2014.

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) § §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force (“ICAC Task Force”), is the recipient of a United States Department of Justice (“DOJ”), Office of Justice Program (“OJP”), Office of Juvenile Justice and Delinquency Prevention (“OJJDP”) grant to enforce laws regarding Internet crimes against children (“ICAC”), and utilizes this grant for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this Interagency Governmental Agreement (“IGA”) are known as an “Affiliate” agency. Any agency entering into this IGA becomes an affiliate of the ICAC Task Force.

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of Project Safe Childhood, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance.

1.4 Whereas OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the development of an

effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 Additionally, this IGA defines the responsibilities of the affiliate agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors or prosecutors from various local state, and federal law enforcement agencies who provide assistance subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's Jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CYBERTIP referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations,
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating proactive investigations, and
- (3) ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached).

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The affiliate agency agrees to use the guidelines in the ICAC Investigative Standards to prioritize cases.

3.9 An additional secondary role of the affiliate agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the execution of two (2) original by the parties, and upon one (1) original recorded as required by A.R.S. § 11-952. This IGA will remain in effect for two (2) years after the agreement becomes effective, and shall automatically renew itself for two (2) year periods not exceed three renewals, unless the agreement is terminated in writing by either party upon thirty day notice.

4.2 Violation of the ICAC operational standards is cause for cancellation of affiliate agency's affiliation with OJJDP.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement.

Each party, in all instances, shall be indemnified against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this Agreement by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.4 Binding effect. All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

5.5 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.6 Governing law. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.7 Modification. This Agreement may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its' affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense,
- (2) Promote respect for the law,
- (3) Provide just punishment for the offense,
- (4) Afford adequate deterrence to criminal conduct,
- (5) Protect the public from further crimes of the defendant, and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The affiliated agency will provide monthly reports to the Phoenix PD / ICAC Task Force on the prescribed form.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been or will be referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities including screen names, age, or sex of undercover personas unless authorized and mandated by public record law or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Equipment. Equipment bought on a sub-grant application will remain the property of the affiliate agency and is being loaned to the affiliate agency for use in Internet crimes against children investigations. The equipment must be made available by the affiliate agency for inspection by the AZ ICAC, the Department of Justice, or a representative of the ICAC Board of Director's anytime requested.

The equipment must be maintained in accordance with the equipment inventory policies of the affiliate agency. The future disposition of the equipment will be tracked by the AZ ICAC detail in the event that there is an audit of our purchases by the Department of Justice.

If at some future time the equipment is not serviceable or no longer useful to the affiliate agency, it is requested that the affiliate agency dispose of the items in a manner consistent with official policies and/or Federal laws concerning the proper disposition of government policy.

6.8 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically

provided in this Agreement, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information, or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed, or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this agreement is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the Agreement.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.9 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

IN WITNESS WHEREOF, the parties enter into this Agreement:

City of Phoenix (Primary Grantee)

Affiliate

Daniel V. Garcia
Chief of Police
Phoenix Police Department

(Authorized signature)

Printed name, title

Date

Date

Approved as to form:

City of Phoenix

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

Affiliate

Signature

Signature

Printed name, title

Printed name, title

Date

Date

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mark Di Lucido, Comm Design & Redevel Proj
Adm

Date: 11/14/2014

Meeting Date: 11/18/2014



TITLE:

Consideration and Approval of Contract: 4th Street Gateway Project. *(Construction contract for 4th Street Gateway Public Art Project).*

RECOMMENDED ACTION:

- 1) Approve a construction contract with Woodruff BWC Construction, in the amount of \$233,969.
- 2) Approve Change Order Authority to the City Manager in the amount of \$23,396.90 (10% of contract amount).
- 3) Authorize the City Manager to execute the necessary documents.

Policy Decision or Reason for Action:

Award of the contract will authorize the construction of the 4th Street Gateway project in accordance with the approved public improvement plans prepared by OTAK Landscape Architecture.

Financial Impact:

The project has a total project budget appropriation of \$184,360 from the BBB Beautification fund. The project is scheduled in the Beautification 5-year plan and is funded in the FY 2014-2015 authorized budget. The additional funding required will come from the Fourth Street Corridor project that has \$1.5 million budgeted as the work is for the same intended purposes.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

5. Retain, expand, and diversify economic base

REGIONAL PLAN:

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

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

Goal CC.5. Support and promote art, science, and education resources for all to experience.

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Has There Been Previous Council Decision on This:

Yes. At its meeting of August 19, 2014, Council rejected all bids because they were substantially higher than the project's budgeted amount.

Options and Alternatives:

- 1) Approve the contract as recommended.
- 2) Reject the award of contract

Background/History:

The 4th Street Gateway's purpose is to create a memorable, visually appealing focal point that announces the 4th Street corridor. It sets the stage for future improvements that include making 4th Street a destination and more pedestrian-friendly, increasing economic development, acknowledging the important cultural history of the area in the development of Flagstaff, and creating a strong sense of place derived from Flagstaff's unique natural and cultural history.

On August 25, 2014, staff recommended the rejection of all bids that were solicited in June 2014 for this project. All bids received in the solicitation were substantially higher than the estimate and available budget. Council approved this recommendation, and staff spent the next month value engineering the scope of the project to meet available budget. Staff re-solicited the project with the revised scope on September 29, 2014, and on October 14, 2014 staff received four bid responses. Woodruff Construction was the lowest responsive, responsible bidder.

Key Considerations:

The 4th Street Gateway design incorporates the flexibility needed to accommodate displays of interchangeable public art; integrates a low seat wall constructed of locally available and contextual materials; supports a "4th Street" sign for viewing by eastbound traffic; includes space for pedestrian use and access anticipated to increase with development on the south side of Route 66; buffers the view of adjacent commercial parking lots using colorful, regionally appropriate plant species; provides space for storm water and low impact design; and accommodates periodic maintenance and snow storage/removal.

Expanded Financial Considerations:

Below is a summary of the bids received:

BIDDER	BID
Woodruff Construction	\$233,969.00
Tri-Com Corp.	\$269,520.00
BEC Southwest	\$284,302.13
JNJ	\$324,903.00
Engineer's estimate	\$188,996.00

Community Benefits and Considerations:

Located at the northeast corner of 4th Street and Route 66, the 4th Street Gateway will boldly announce the area's business and residential community to motorists, pedestrians, and transit riders. It incorporates previously solicited public input and key principles for redevelopment and their respective concept design options as originally outlined under the 4th Street Corridor Master Plan. The Gateway will enhance the development of 4th Street as a destination and support branding and design standards toward a consistent area theme, strong sense of place, and rejuvenated business district.

A future (separate budget and bid item) interchangeable public art component will be a key element of the Gateway. Prior to the idea of having the art be interchangeable, support for a permanent public art component or centerpiece was mixed—businesses generally were not in favor, while residents' support was strong. The Gateway's design flexibility to display works of art, monuments, or other features such as a giant Christmas tree, means that each group of constituents will have the opportunity to see their preferred symbol/artwork/monument displayed as part of the Gateway.

Community Involvement:

Involve

Outreach for the Gateway began as part of the larger 4th Street Corridor Study project in 2009, even though the idea for the Gateway predated the Corridor Study. A series of Corridor public outreach dialogues were held by the Corridor's design consultant to identify key issues and considerations which then resulted in conceptual designs for a gateway as part of the Corridor study.

A second series of outreach meetings for designing the Gateway, as separate from the Corridor project, began in 2012. Five public meetings were conducted to gather community and business owner ideas for the Gateway. Four alternative designs were produced based on business and residents input at these meetings. The public outreach process culminated in a final public meeting at the Sunnyside Neighborhood Association's annual barbeque where residents provided additional comments and input on the four alternative designs. These four designs were then presented to the City's Beautification and Public Art Commission (BPAC) for selection of a preferred alternative. The selected preferred alternative was then presented to the Mayor and Council for input in a series of one-on-one meetings.

Expanded Options and Alternatives:

- 1) Approve the award as recommended.
- 2) Reject the award of contract.

Attachments: Construction Contract
 Conceptual Drawing

CONSTRUCTION CONTRACT

**City of Flagstaff, Arizona
and
Woodruff Construction dba BWC Enterprises, Inc.**

This Construction Contract (“Contract”) is made and entered into this _____ day of _____ 2014, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Woodruff Construction dba BWC Enterprises, Inc., an Arizona company ("Contractor") with offices at 2710 East Lakin Drive, Flagstaff, Arizona. Contractor and the Owner may be referred to each individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Owner desires to obtain construction services; and
- B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **4th Street Gateway Project** (the “Project”). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents including but not limited to project managers and project engineers. Contractor’s work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The location, date and time of the Conference will be agreed upon between the Contractor and the Engineer. The purpose of the meeting is to outline specific construction items and procedures that the City of Flagstaff (the “Owner”) feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for maintaining continuous access to residences and businesses along the construction site and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments (“MAG”) Specifications for Public Works Construction and City revisions to the MAG Specifications for

Public Works Construction (“Exhibit A”); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction Exhibit A
 (“Flagstaff Addendum to MAG”)

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed **\$233,969.00** to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to determine the final amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **one hundred twenty (120) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials, which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 3 above, or such additional time as may be allowed, the proceeds of Contractor's proposal guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in execution of this Contract, and bonds and the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to execute this Contract and bond as required. If Contractor has submitted a certified check or cashier's check as a proposal guaranty, the check shall be returned after execution of this Contract. The certified check or cashier's check of other Bidders shall be returned at the expiration of thirty (30) days from the date of opening of proposals or sooner, if this Contract is executed prior to that time.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition, which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason*, on the Project. City retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the

timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City. The City shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Agreement and that Contractor shall also remain liable under all obligations, terms and conditions of this Agreement.

13. Notices. All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to Owner:

Patrick Brown, C.P.M.
Senior Procurement Specialist
211 West Aspen Avenue
Flagstaff, AZ 86001

If to Contractor:

Bud Woodruff
President
2710 East Lakin Drive
Flagstaff, AZ 86004

14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

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

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

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

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

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a

breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Woodruff Construction, dba BWC Enterprises, Inc.

Kevin Burke, City Manager

Signature

Attest:

Printed Name

City Clerk

Title

Approved as to form:

City Attorney



ROUTE 66

4TH STREET

↑

STOP

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Planning Development Manager
Date: 11/14/2014
Meeting Date: 11/18/2014



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 November 18, 2014 Council Meeting:

- 1) Continue/conclude Public Hearing (public comment period closed)
- 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 December 2, 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:

The Public Hearing for both the annexation and rezone was opened on October 21, 2014, and continued on November 3, 2014. It has been continued again to the November 18, 2014, meeting, although no further public comment will be received.

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.

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

P: (928) 213-2618

Flagstaff, AZ 86001

F: (928) 779-7684

www.flagstaff.az.gov

ANX

RECEIVED
MAR 17 2014

Date Received MAR 17 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. Santafe		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"/> Denied		<input type="checkbox"/> Approved <input type="checkbox"/> Continued <input type="checkbox"/> Denied	

Staff Assignments	Planning Jeffery	Engineering Dana	Fire Kent	Stormwater Kyo	Utilities/PW Jim
-------------------	---------------------	---------------------	--------------	-------------------	---------------------

Revised 9/28/11

PSPR20140005

68

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°15'51" East along said north boundary a distance of 183.66 feet to the Point of Beginning;

Thence continue South 85°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°18'32" East along said centerline a distance of 195.77 feet;

Thence South 88°04'25" West a distance of 589.73 feet;

Thence North 01°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 _____

ANNEXATION 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"=100'

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

NW
corner
183.66'
Ins. 3546194

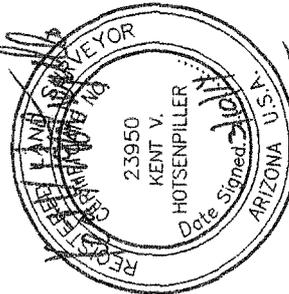
U.S. HIGHWAY 66

N85°15'51"W 782.96'

South R.O.W. Hwy 66
599.30'

Found 1/2" Rebar
Bent

NE
corner
Ins. 3546194



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.

Annexed Area
136,639 sq.ft.
3.14 acres

Future
Right-of-Way

WOODY MOUNTAIN
ROAD

N00°18'32"W
195.77'

County
City

N88°04'25"E
589.73'

INSTRUMENT 3546194

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

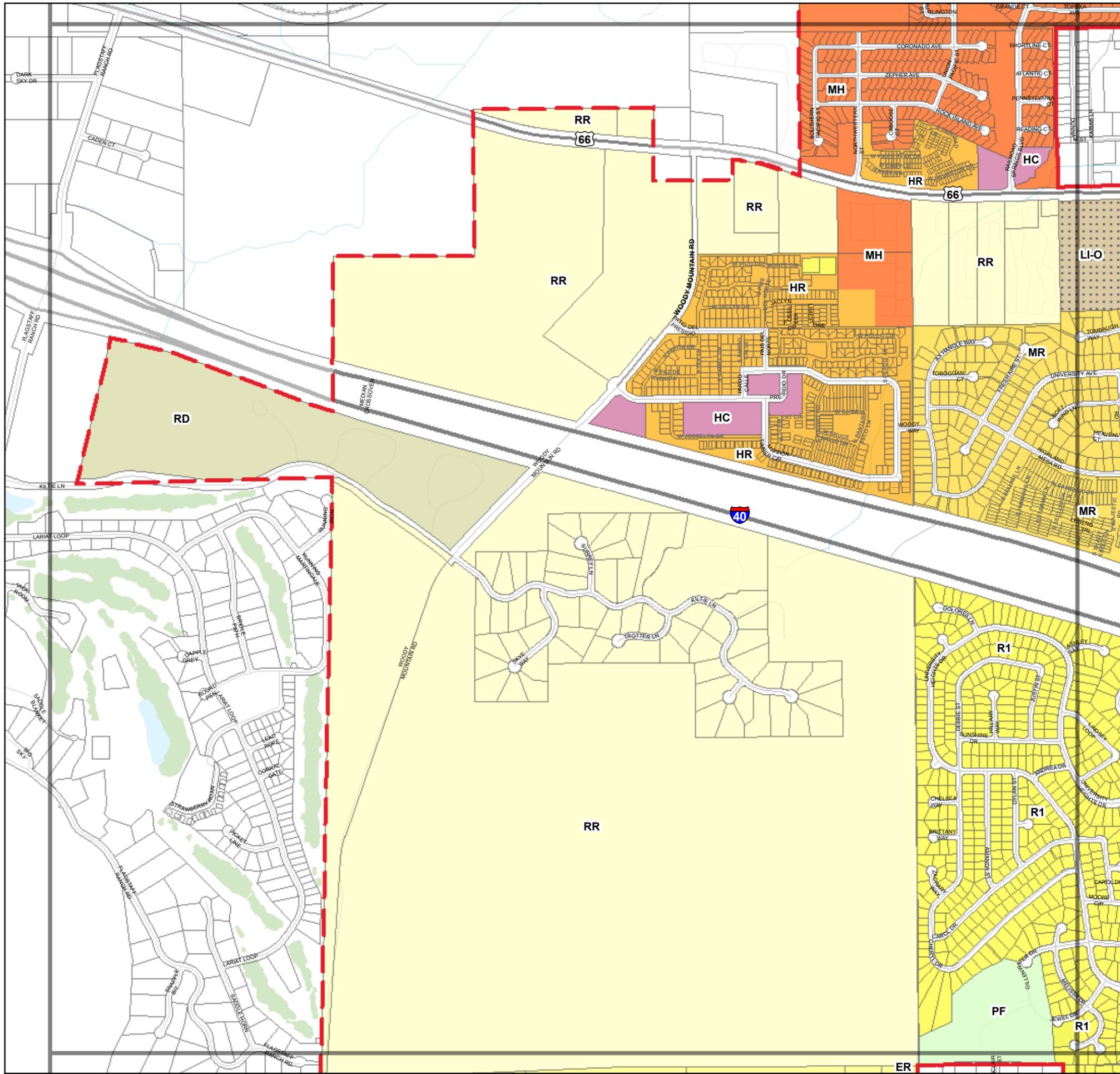
DATE: 3/10/14

EXHIBIT B
ANNEXATION
MAP

Mogollon
ENGINEERING
& SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1952, Flagstaff, Az. 86002
Phone: 928-214-0214 • Fax: 928-918-0015

City of Flagstaff Zoning Map 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:

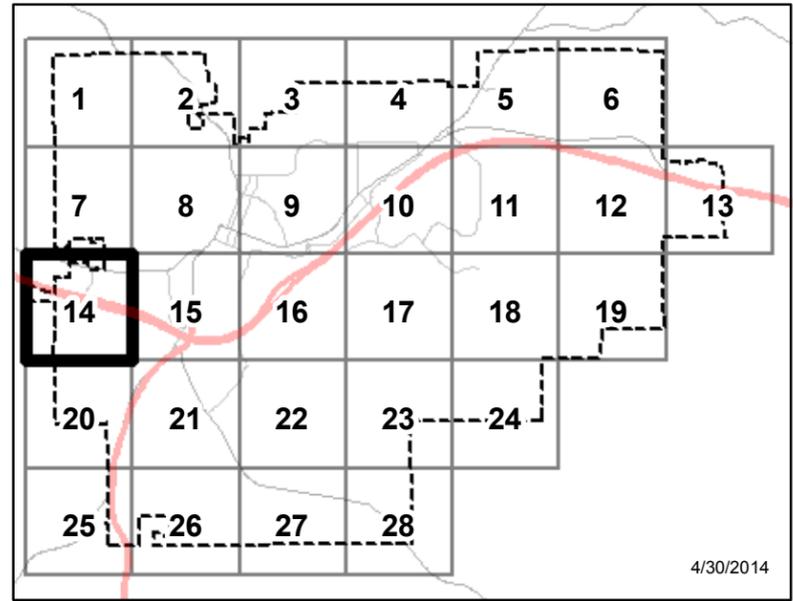
- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

Other Symbols:

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

Scale: 0 500 1,000 1,500 2,000 Feet

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



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.

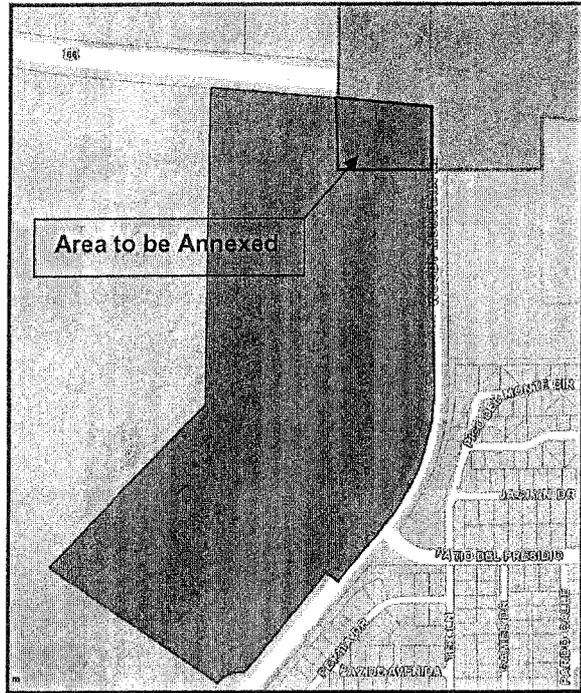
B. General Description of the Affected Area:

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

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.

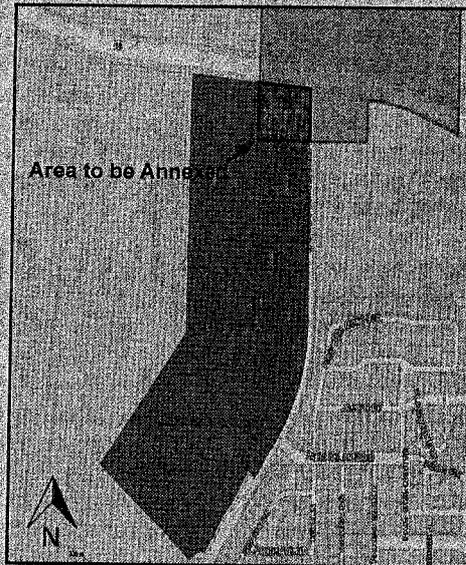
B. General Description of the Affected Area:

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

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 ____ 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°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°18'32" East along said centerline a distance of 200.55 feet;

Thence North 85°16'49" West a distance of 786.49 feet to a point on the west line of said parcel;

Thence North 00°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 _____

HC REZONING 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

South R.O.W. Hwy 66

WOODY MOUNTAIN
ROAD

SCALE: 1"=100'

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

NW
corner
Ins. 3546194

500°42'05"W
200.49'

N85°15'51"W
782.96'

HC
156,857 sq.ft.
3.60 acres

N85°16'49"W
786.49'

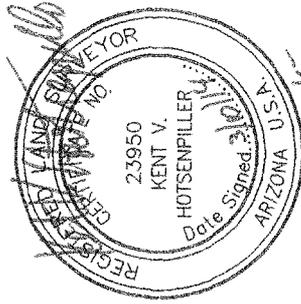
INSTRUMENT 3546194

Found 1/2" Rebar
Bent

NE
corner
Ins. 3546194

N00°18'32"W
200.55'

Future
Right-of-Way



Survey was performed in March of 2014.
Information shown hereon is true and
correct to the best of my knowledge.

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;

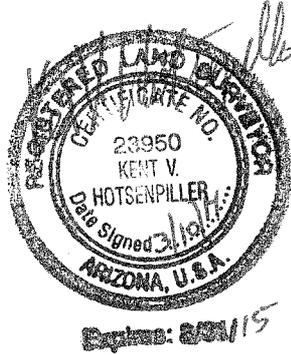
Thence North $40^{\circ}18'44''$ East along said centerline a distance of 261.50 feet to a point which is the beginning of a curve to the left having a radius of 716.18 feet;

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 _____

MR RZONING MAP

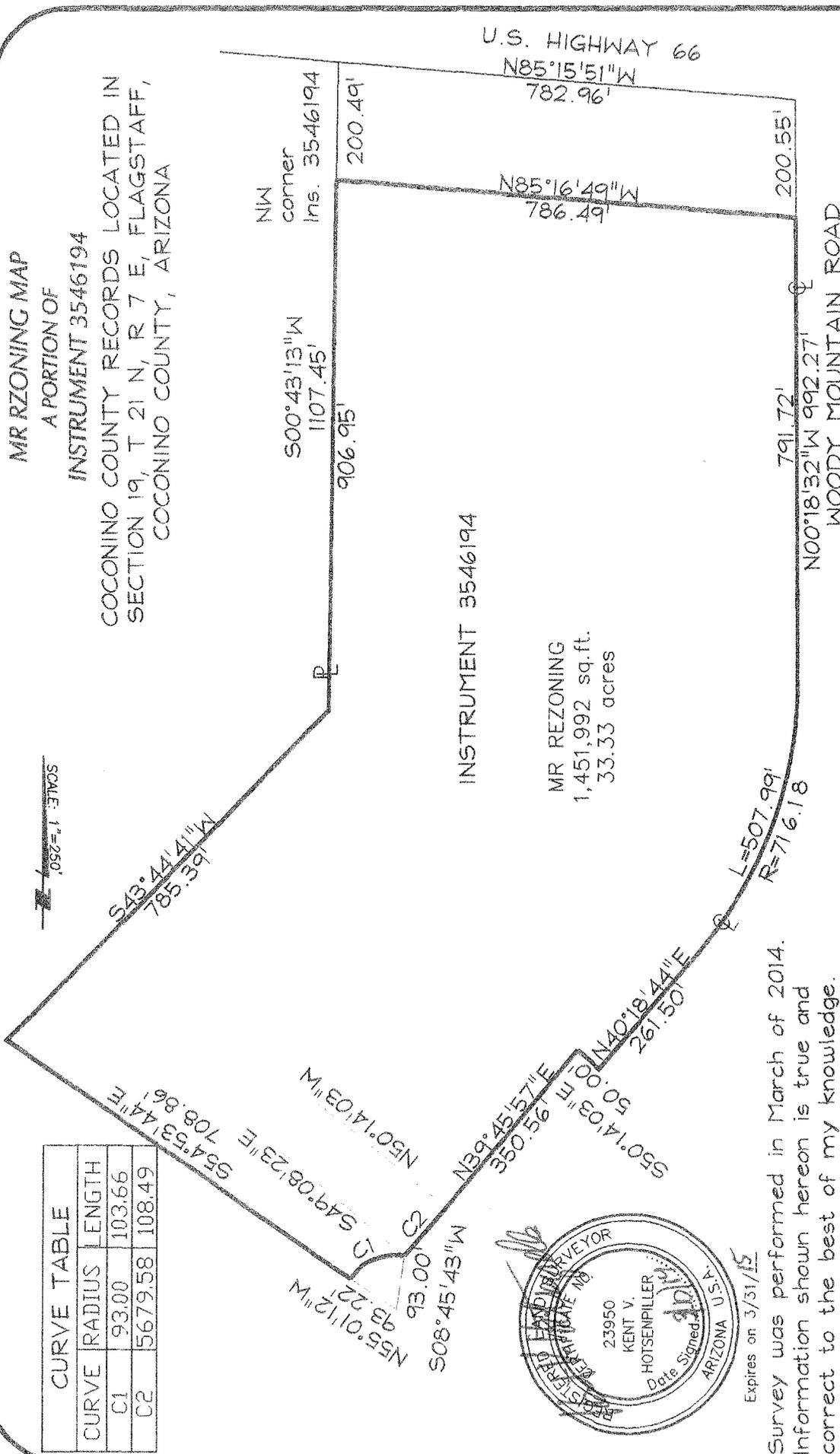
A PORTION OF

INSTRUMENT 3546194

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

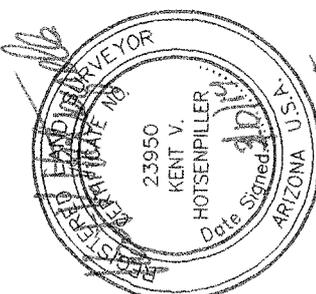
SCALE: 1"=250'

CURVE TABLE	
CURVE	LENGTH
C1	103.66
C2	108.49



INSTRUMENT 3546194

MR RZONING
1,451,992 sq.ft.
33.33 acres



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: Tiffany Antol, Planning Development Manager
Date: 11/14/2014
Meeting Date: 11/18/2014



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 November 18, 2014 Council Meeting:

- 1) Continue/conclude Public Hearing (public comment period closed)
- 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 December 2, 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:

The Public Hearing for both the annexation and rezone was opened on October 21, 2014, and continued on November 3, 2014. It has been continued again to the November 18, 2014, meeting, although no further public comment will be received.

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

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

Draft DA

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
 Flagstaff, AZ 86001
 www.flagstaff.az.gov

P: (928) 213-2618
 F: (928) 779-7684

PREZ/PGM

RECEIVED
 MAR 11 2014

Date Received MAR 11 2014		Application for Zoning Map Amendment and/or Regional Plan Amendment		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(s) Mogelton Engineering	Title	Phone 214-0214	Email mogelton99@aol.com	
Mailing Address 411 W. Santa Fe		City, State, Zip Flagstaff AZ 86001		
Project Representative) Kest Holcupiller	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 2701 S. Woody Mountain Rd	Parcel Number(s) 112-01-019	Subdivision, Tract & Lot Number n/a
Existing Zoning District RR	Proposed Zoning District: MR & HC	Existing Regional Plan Land Use Category mixed use
Existing Use vacant	Proposed Use commercial & student housing	
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 To achieve Mixed Use minimum density	

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: 3/11/14	Applicant Signature <i>[Signature]</i>	Date: 3/10/14
---	------------------	---	------------------

For City Use			
Date Filed:	File Number(s): PSPR 140005	Type of Zoning Map Amendment:	
P & Z Hearing Date:	Publication and Posting Date:	<input type="checkbox"/> Small-scale	
Council Hearing Date:	Publication and Posting Date:	<input type="checkbox"/> Medium-scale	
Fee Receipt Number:	Amount:	Date:	<input type="checkbox"/> Large-scale

Action by Planning and Zoning Commission:		Action by City Council:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued	<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

Staff Assignments	Planning <i>[Signature]</i>	Engineering <i>[Signature]</i>	Fire <i>[Signature]</i>	Public Works/Utilities <i>[Signature]</i>	Stormwater <i>[Signature]</i>
-------------------	--------------------------------	-----------------------------------	----------------------------	--	----------------------------------

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.

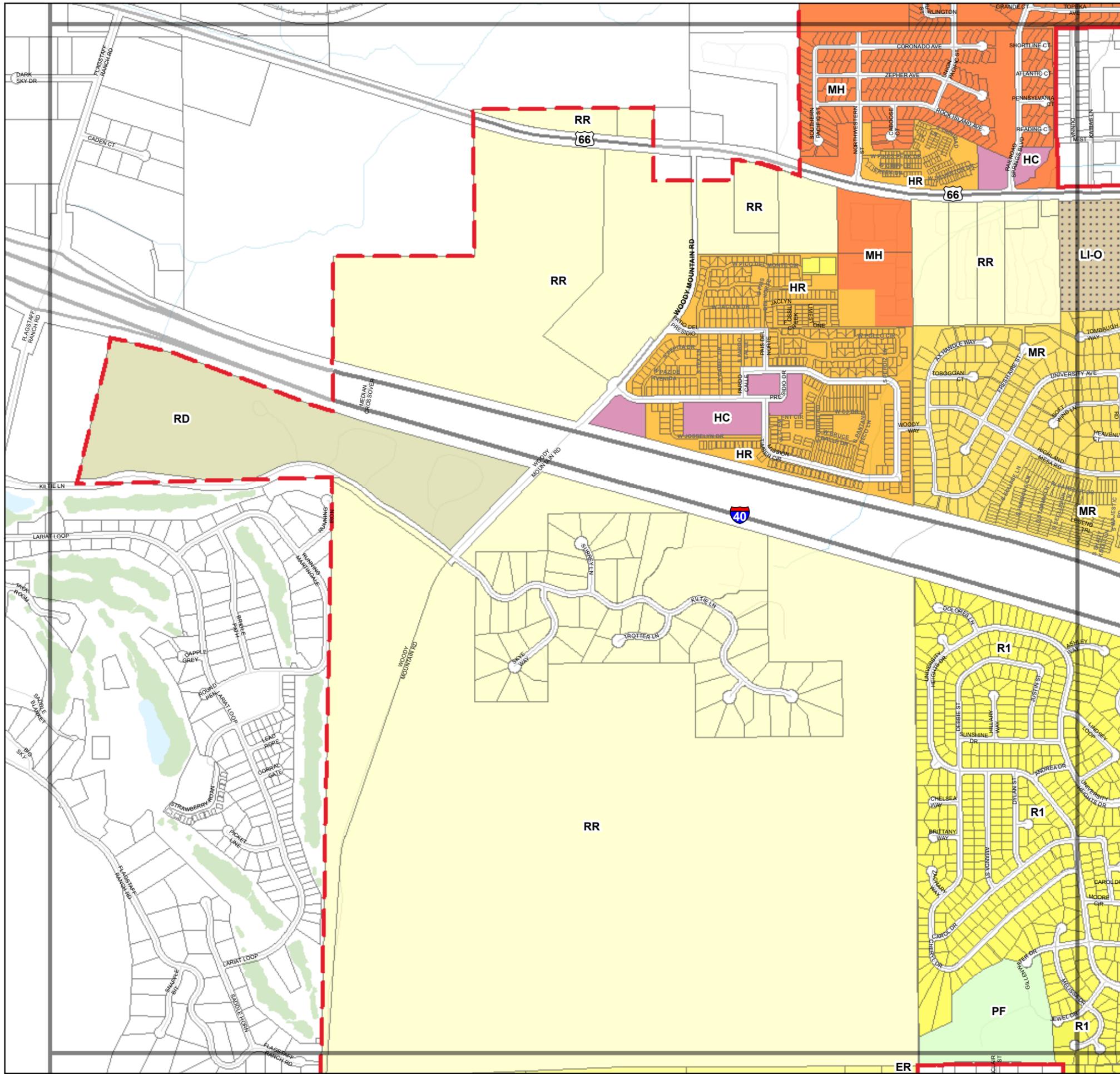
An extensive site analysis has been performed by Lee and Associates, Aspen Heights and Mogollon Engineering. Existing terrain and topography, existing vegetation, scenic views, natural watercourses, and the relationship to existing development were considered. However the application of the Zoning Code, 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)

City of Flagstaff Zoning Map 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:

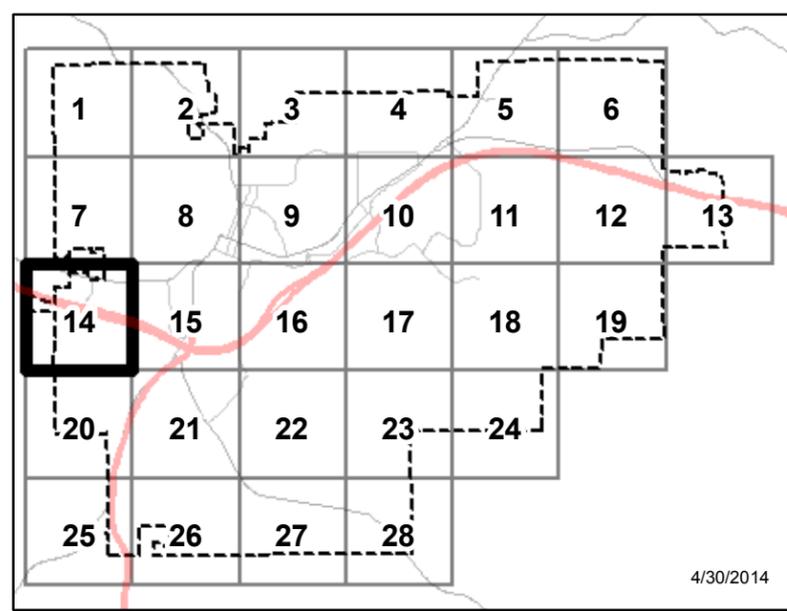
- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

Other Symbols:

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

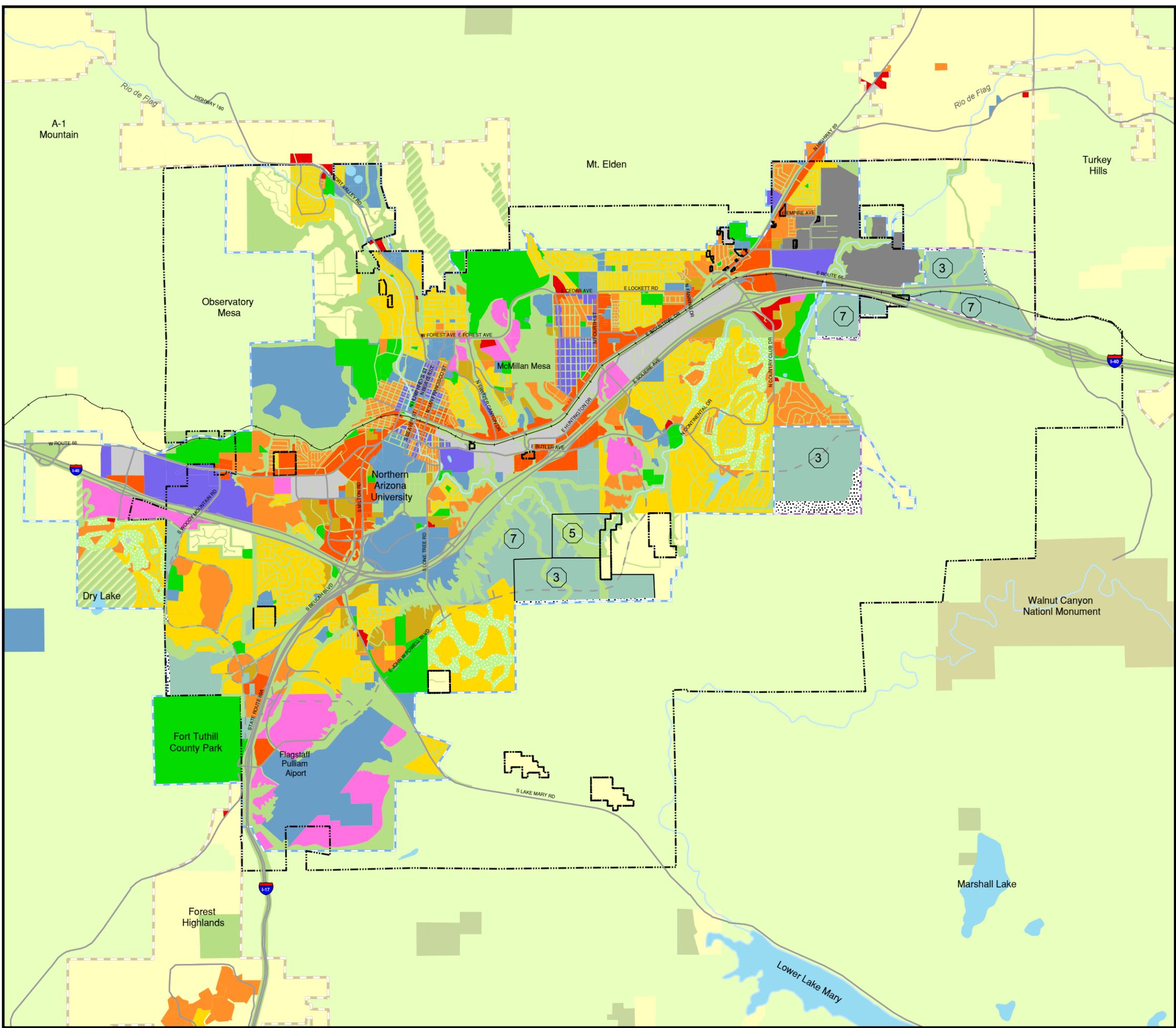
0 500 1,000 1,500 2,000 Feet

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



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 Density 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)



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.

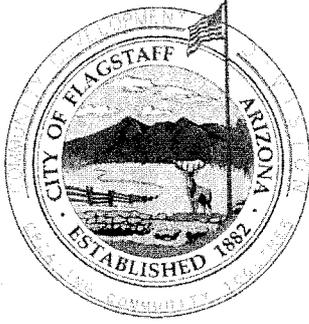
Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.

Policy LU..5. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constrains 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.

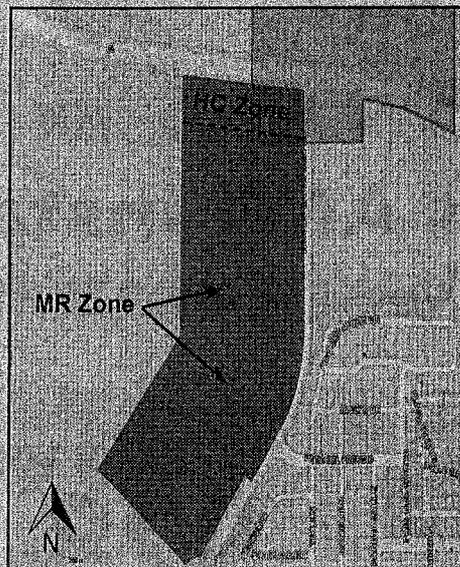
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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



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 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.

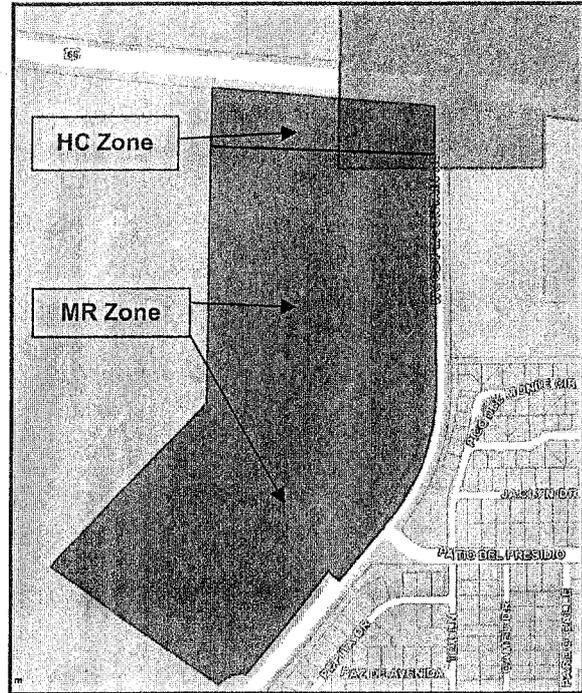
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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
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 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. A Citizen's Participation Meeting is required for the Rezoning and Annexation. All property owners within 600 feet of the site will be notified and invited to a neighborhood meeting.

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 x 25,000 lm per acre = 923,500 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.

117

9/2/14 email

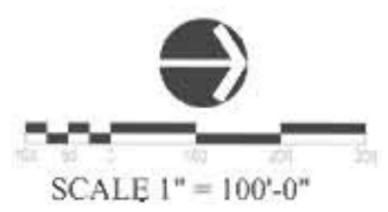
To Whom it may concern:

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



CALCULATIONS	
TOTAL UNITS	294 UNITS
TOTAL BEDS	214 BEDS
GROSS SITE AREA	4.328 ACRES
DENSITY	6.80 U/AC
NET SITE AREA	1.518 ACRES
EXCLUDES THE STORMWATER MGMT. BASIN AND	
DENSITY	7.24 U/AC
DENSITY (BEDS)	13.7 BEDS/AC
PARKING REQUIRED	752 SPACES
1.5 PER BED, PLUS 16	
PARKING PROVIDED	752 SPACES



KEYSTONE BLOCK	
No.	Area
	Comments

DATE	6/11/2013
PROJ. NO.	1206
FILE NAME	1206 BASE 1
	XREF
	XREF

FLAGSTAFF STUDENT
 FLAGSTAFF, ARIZONA
 CONCEPTUAL SITE PLAN

PRELIMINARY IMPERVIOUS SURFACE CALCULATIONS

RAINWATER HARVESTING REQUIREMENTS

OPTIONAL: WE ALL MAINTENANCE TO PLANT PLANTS IN COMPLIANCE WITH CITY LANDSCAPING STANDARDS AND USABLE STORAGE RAINWATER HARVESTING

LOW IMPACT DEVELOPMENT REQUIREMENTS:
RESIDENTIAL BUILDING = 1" (MINIMUM REQUIRED)
COMMERCIAL BUILDING = 1" (MINIMUM REQUIRED)
LOW IMPACT DEVELOPMENT AREA PROVIDED:

DEPTH (FT)	LOCATION
0.00	SURFACE
0.50	SURFACE
1.00	SURFACE
1.50	SURFACE
2.00	SURFACE
2.50	SURFACE
3.00	UNDERGROUND

IDEAL LID PROVIDED = 2.00 TO 3.00 FT LID PROVIDED

CONCLUSION:
FOOTNOTED FINAL DESIGN WILL INCLUDE THREE CAPACITIES INTERCONNECTED STORAGE LID RESISTION BARRIERS AND ACTUAL DEPTH FOR EACH LID RESISTION BARRIER WILL BE APPROX. 1.5 FT

WITH THE DIFFERENTIAL HEIGHT TO USE ON EACH LID AS A STORM WATER PLANT VOLUME REDUCTION TECHNIQUE TO DETERMINE DRAINAGE IMPACT ANALYSIS

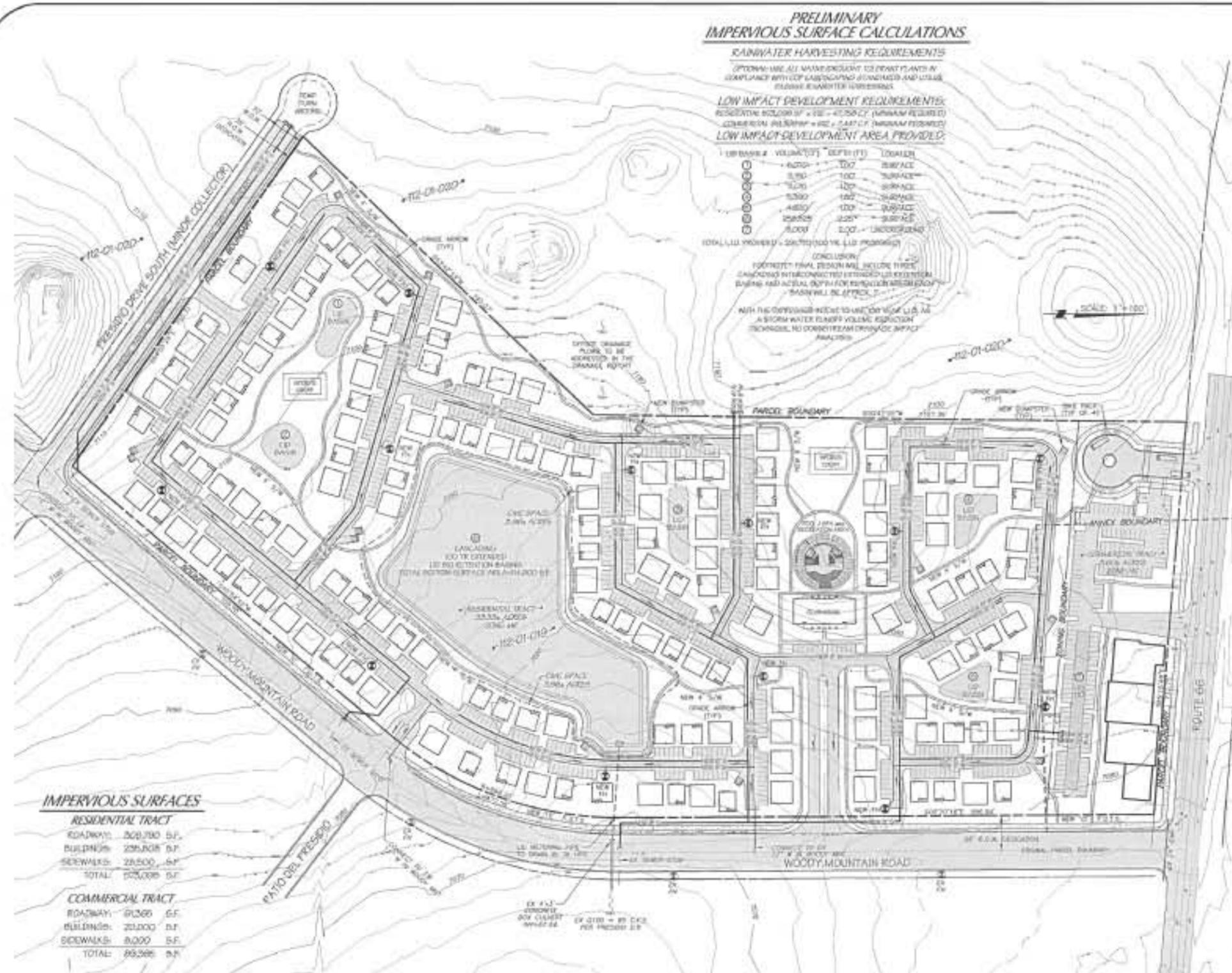
CONCEPT UTILITY & GRADING PLAN FOR ASPEN HEIGHTS STUDENT HOUSING

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° 07' 11" N
LONGITUDE:	111° 47' 287" W
APN NUMBER:	12-01-020
PROPOSED NUMBER OF UNITS:	234
PROPOSED NUMBER OF BEDS:	714
TOTAL PARKING SPACES:	750
H.C. PARKING SPACES:	20
TOTAL ACREAGE:	36.00±
RESIDENTIAL ACREAGE:	35.33±
COMMERCIAL ACREAGE:	0.67±
ANNEXATION ACREAGE:	3.14± **ANNEXATION IS REQUIRED**
CIVIC SPACE PROVIDED:	3.30±
DENSITY:	7.22 UNITS/ACRE
ELUTP DESIGNATION:	MED USE
CURRENT ZONING DISTRICT:	ER
PROPOSED ZONING DISTRICT:	MR & HC **ZONING IS REQUIRED**
CURRENT USE:	VACANT
PROPOSED USE:	STUDENT HOUSING
OWNER/DEVELOPER:	ASPEN HEIGHTS 1001 S. CAPITAL OF TEXAS HIGHWAY SUITE 9-201 AUSTIN, TX 78746



IMPERVIOUS SURFACES

RESIDENTIAL TRACT

ROADWAY:	500,700 SF
BUILDINGS:	235,600 SF
SEWERWALKS:	28,500 SF
TOTAL:	764,800 SF

COMMERCIAL TRACT

ROADWAY:	61,200 SF
BUILDINGS:	20,200 SF
SEWERWALKS:	8,000 SF
TOTAL:	89,400 SF

TRAFFIC STATEMENT

A LEVEL 1 TRAFFIC IMPACT ANALYSIS WILL BE PROVIDED WITH THE SITE PLAN.

COMMERCIAL SITE INFO

THE COMMERCIAL ACREAGE SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. THIS 3.60± ACRE SITE WILL BE SOLD OFF AND BE DEVELOPED BY OTHERS.

BOUNDARY & TOPOGRAPHY

BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON C.D.F. G.I.S. DATA. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLON ENGINEERING & SURVEYING, INC.

CIVIC SPACE INFORMATION

THE CIVIC SPACE SHOWN HEREON WILL CONTAIN A TRAIL SYSTEM WITH EXERCISE STATIONS ALONG WITH BENCHES, PHONE TABLES AND A FASHION. FINAL CONFIGURATION AND AMENITY DETAILS WILL BE COMPLETED WITH THE SITE PLAN REVIEW.

FENCING & SCREENING

FENCING & SCREENING SHALL BE IN ACCORDANCE WITH THE CITY OF FLAGSTAFF ZONING CODE 10-50.50

LANDSCAPING

LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CITY OF FLAGSTAFF ZONING CODE 10-60.40

SITE LIGHTING

SITE LIGHTING SHALL BE IN ACCORDANCE WITH THE CITY OF FLAGSTAFF ZONING CODE 10-50.70

BICYCLE PARKING

BICYCLE PARKING SHALL BE IN ACCORDANCE WITH THE CITY OF FLAGSTAFF ZONING CODE 10-60.00.000

FEMA DESIGNATION

THIS PROJECT IS NOT LOCATED IN A DESIGNATED FEMA FLOODWAY OR FLOODPLAIN

WATER METER SIZING

WE INTEND TO USE AS MANY 1/2" METERS AS POSSIBLE TO SERVE 4 UNIT CLUSTERS, 1" METER TO SERVE 2 UNIT CLUSTERS AND 3/4" METER TO SERVE REMAINING INDIVIDUAL UNITS. FURTHER ANALYSIS MAY SHOW THAT A 1/2" METER MAY SERVE MORE THAN 4 UNITS.

ON-SITE ROADWAYS

THE PROJECT'S ROADWAYS SHALL BE PRIVATE ROADS CONSISTING OF 24' (MIN) DRIVE WIDTH AND CURB AND GUTTER WHERE REQUIRED FOR DRAINAGE

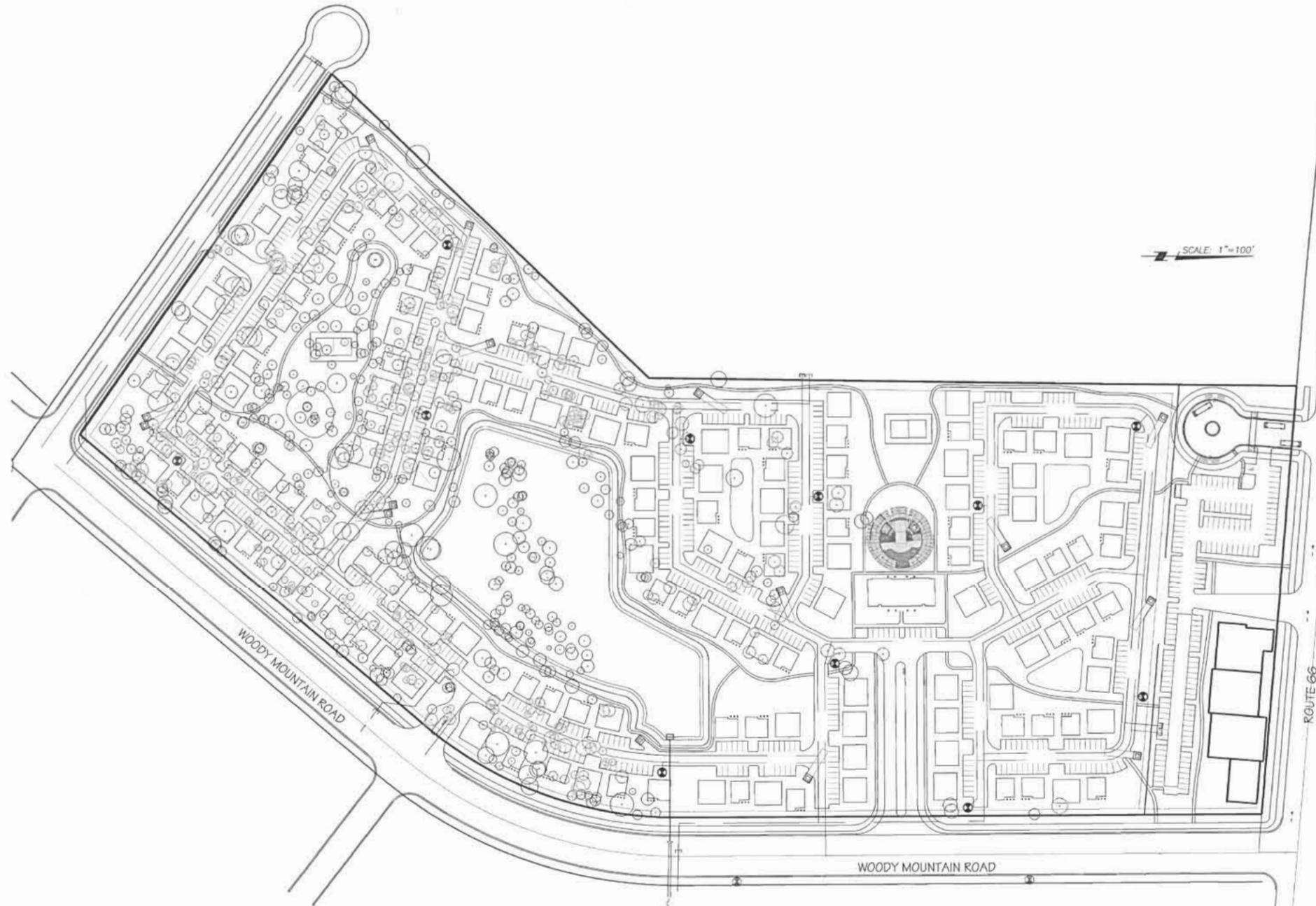
WATER & SEWER

THE PROJECT'S WATER AND SEWER SHALL BE 2" PUBLIC MAINS. WATER WILL CONNECT TO THE EXISTING 10" WATERLINE IN WOODY MOUNTAIN ROAD (NOT SHOWN FOR CLARITY). SEWER WILL CONNECT TO THE EXISTING SEWER STUBS CONSTRUCTED DURING THE CONSTRUCTION OF THE PRESKID IN THE FINED SUBDIVISION.



CONCEPT PLAN RESOURCE PROTECTION PLAN 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

RLU.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

RESOURCE PROTECTION

EXISTING TREES
1-POINT = 82 = 82 points
2-POINT = 396 = 792 points
4-POINT = 186 = 744 points
8-POINT = 90 = 720 points
20-POINT = 23 = 550 points
2216 points existing
52% = 1458 points
5% reduction for Civic Space
46% resource protection factor = 1312 points

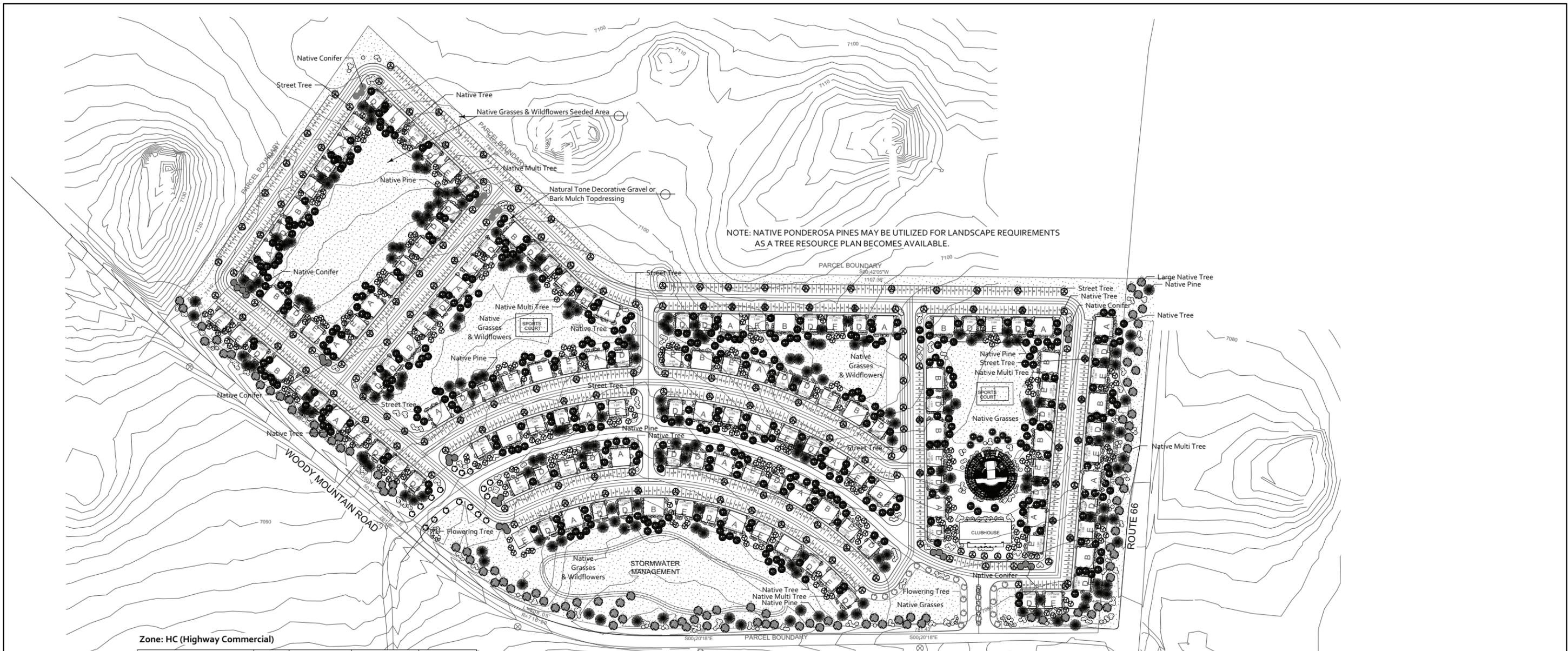
SAVED TREES
1-POINT = 28 = 28 points
2-POINT = 193 = 386 points
4-POINT = 89 = 340 points
8-POINT = 48 = 384 points
20-POINT = 19 = 360 points
1498 points existing
51.3% RESOURCE PROTECTION FACTOR

NO SLOPE OR RURAL FLOODPLAIN RESOURCES EXISTING ON-SITE



Tree Survey was performed in March of 2014. Information shown hereon is true and correct to the best of my knowledge.

Mogollon ENGINEERING & SURVEYING
 411 W. Santa Fe Avenue, Flagstaff, AZ 86001
 P.O. Box 182, Flagstaff, AZ 86002
 Phone: 928-224-0214 • Fax: 928-982-0205
 3/10/14
 MES# 12992
 ASPEN HEIGHTS
 STUDENT HOUSING
 RESOURCE PROTECTION PLAN
 PROJECT NO. 12992
 DESIGNED BY: FN, Tree-res Div.
 DRAWN BY: VERT SCALE N/A
 CHECKED BY: LOR SCALE 1"=100'
 DATE: 3/10/14
 REV: 5/10/14



NOTE: NATIVE PONDEROSA PINES MAY BE UTILIZED FOR LANDSCAPE REQUIREMENTS AS A TREE RESOURCE PLAN BECOMES AVAILABLE.

Zone: HC (Highway Commercial)

ZONING CODE LANDSCAPE REQUIREMENTS AREA	LENGTH OR QTY.	TOTAL Trees Required	TOTAL Shrubs Required	TOTAL Groundcover Required
Street Bufferyard - Woody Mtn Road	2300 lf	1/25 lf = 92 Trees Req'd 92 Provided	2/Tree = 184 Shrubs Req'd 184 Provided	2/Tree = 184 GCs Req'd 184 Provided
Street Bufferyard - Route 66	775 lf	1/25 lf = 31 Trees Req'd 31 Provided	2/Tree = 62 Shrubs Req'd 62 Provided	2/Tree = 62 GCs Req'd 62 Provided
Parking	700 spaces	2/8 spaces = 175 Trees Req'd 175 Provided	2/Tree = 350 Shrubs Req'd 350 Provided	2/Tree = 350 GCs Req'd 350 Provided
Parking Lot Screening (for spaces adjacent to street)	N.A.	N.A.	N.A.	N.A.
Building Foundations - A - 2BR Duplex - 25@ 164'	4100 lf	1/25 lf = (7/Unit) 175 Trees Req'd 175 Provided	2/Tree = (14/Unit) 350 Shrubs Req'd 350 Provided	2/Tree = (14/Unit) 350 GCs Req'd 350 Provided
Building Foundations - B - 2BR Duplex - 23@ 172'	3950 lf	1/25 lf = (7/Unit) 161 Trees Req'd 161 Provided	2/Tree = (14/Unit) 322 Shrubs Req'd 322 Provided	2/Tree = (14/Unit) 322 GCs Req'd 322 Provided
Building Foundations - D - 4BR Cottage - 58@ 136'	7888 lf	1/25 lf = (5/Unit) 290 Trees Req'd 290 Provided	2/Tree = (14/Unit) 580 Shrubs Req'd 580 Provided	2/Tree = (14/Unit) 580 GCs Req'd 580 Provided
Building Foundations - E - 5BR Cottage - 45@ 150'	6750 lf	1/25 lf = (6/Unit) 270 Trees Req'd 270 Provided	2/Tree = (14/Unit) 540 Shrubs Req'd 540 Provided	2/Tree = (14/Unit) 540 GCs Req'd 540 Provided
Building Foundations - Clubhouse	350 lf	1/25 lf = 14 Trees Req'd 14 Provided	2/Tree = (14/Unit) 28 Shrubs Req'd 28 Provided	2/Tree = (14/Unit) 28 GCs Req'd 28 Provided
TOTALS - Required/Provided		1208 Trees Req'd 1208 Trees Provided	2416 Shrubs Req'd 2416 Shrubs Provided	2416 GCs Req'd 2416 GCs Provided

1 Conceptual Landscape Plan
Scale: 1" = 100 ft

Revisions

NOT FOR CONSTRUCTION

PSLA Landscape Architectural Design
psladesign.com
305 E. Cherry Avenue, Suite 202
Flagstaff, AZ 86001
928.779.3258 Office Phone/Fax
928-653-1409 Cell
pamsymond@psladesign.com

PROJECT NAME: **ASPEN HEIGHTS STUDENT HOUSING**
2701 S. WOODY MOUNTAIN ROAD, FLAGSTAFF, ARIZONA
SHEET NAME: **CONCEPTUAL LANDSCAPE PLAN**

SCALE: 1"=100'-0"
DATE: 02/12/2013
SHEET: L1.0

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°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°18'32" East along said centerline a distance of 200.55 feet;

Thence North 85°16'49" West a distance of 786.49 feet to a point on the west line of said parcel;

Thence North 00°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 _____

HC REZONING 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

NW corner
Ins. 3546194

500°42'05"W

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

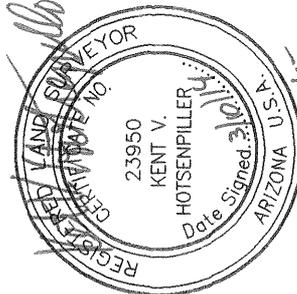
WOODY MOUNTAIN
ROAD

N00°18'32"W
200.55'

Future
Right-of-Way

SCALE: 1"=100'

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



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.



Expires: 3/31/15

MR zone

City File Number _____

Descriptive Title _____

MR RZONING MAP

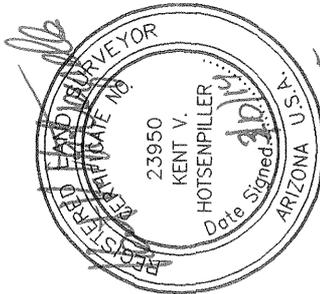
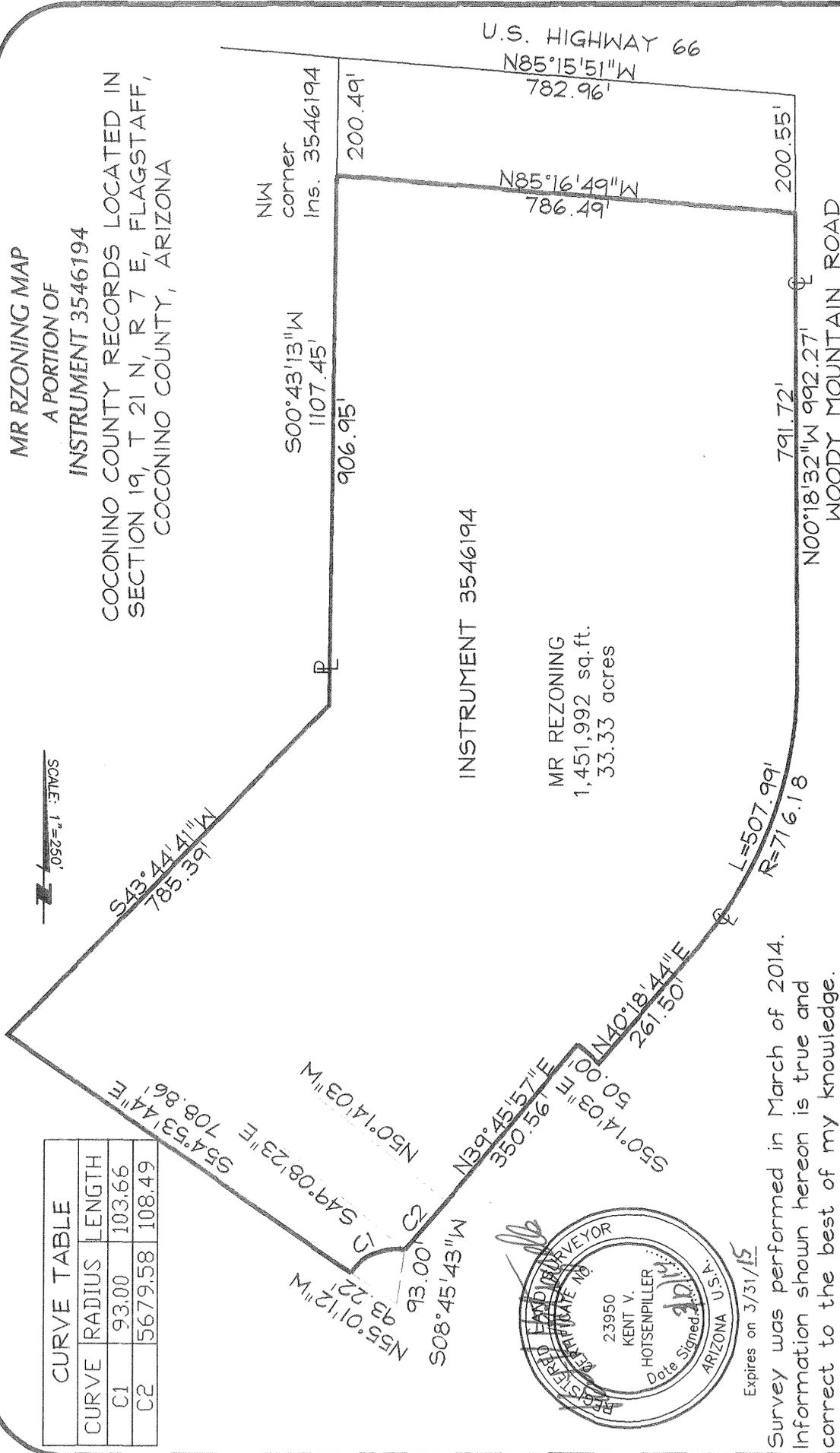
A PORTION OF

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	LENGTH
C1	103.66
C2	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. 86601
P.O. Box 1952, Flagstaff, Az. 86602
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B
MR REZONING
MAP

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

ASPEN HEIGHTS MIXED-USE DEVELOPMENT

ANNEXATION AND

DEVELOPMENT AGREEMENT

BY

AND BETWEEN

CITY OF FLAGSTAFF

AND

YORK BRECKENRIDGE GP, LLC

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made as of this 4th day of November, 2014, between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“City”) and York Breckenridge GP, LLC, a Texas limited liability company authorized to do business in the State of Arizona (“Developer”). City and Developer may be referred to in this Agreement as “Party” in the singular, and collectively as the “Parties.”

RECITALS

A. The Developer has entered into a purchase and sale agreement to acquire approximately 36.94 acres of real property situated within Coconino County, Arizona, currently located partially within the incorporated boundaries of the City of Flagstaff, and partially outside the incorporated boundaries of the City, as depicted and legally described in **Exhibit A**, (“Property”), attached to and incorporated into this Agreement.

B. The zoning of the approximately 33.26 acre portion of the Property within the City’s boundaries is RR, Rural Residential Zone; and, for the approximately 3.14 acre portion outside the City’s boundaries, the zoning is General (G) Zone (“Annexation Parcel”). Upon annexation, the Annexation Parcel will be designated RR, Rural Residential Zone, the zoning classification most compatible with the current County zoning for this parcel.

C. The Developer desires to rezone an approximately 33.33 acre portion of the Property within the City’s boundaries to MR, Medium Density Residential Zone, and an approximately .53 acre portion of the Property within the City’s boundaries to HC, Highway Commercial Zone. The Developer also desires to rezone the Annexation Parcel from RR, Rural Residential, to HC, Highway Commercial Zone, as further set forth in this Agreement.

D. The City and the Developer are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S”) § 9-471 (pertaining to annexation) and A.R.S. § 9-500.05 (pertaining to development agreements) in order to facilitate the annexation, proper municipal zoning designation, and development of the Property by providing for, among other things: (1) conditions, terms, restrictions, and requirements for annexation of the Annexation Parcel into the City; (2) the type of land uses and the location, density and intensity of such uses; and (3) other matters related to development of the Property as depicted in the Aspen Heights Concept Plan.

E. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and believes that annexation of the Annexation Parcel and development of the Property pursuant to this Agreement will result in planning, safety and other benefits to the City and its residents.

F. The Developer acknowledges that annexation of the Annexation Parcel pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances

to the Developer that it will have the ability to develop the Property within the City pursuant to this Agreement under the zoning described in Recital C, above, and in accordance with the Aspen Heights Concept Plan.

G. The Developer has previously submitted to the City an Annexation Application for the Annexation Parcel (“Annexation”), and the City has filed a blank annexation petition (“Annexation Petition”) with the Coconino County Recorder for the Annexation Parcel. The City has held public hearings and meetings in connection with the Annexation pursuant to A.R.S. § 9-471(A); the City has received the completed Annexation Petition bearing the signatures of those property owners desiring annexation of their properties; and the City has conducted a first reading of Ordinance No. 2014-30 (“Annexation Ordinance”).

H. Developer has also previously submitted to the City an application for a rezoning of the Property to the zoning designations set forth in Recital C, above (“Zoning Amendment”), and, concurrent with the Annexation Ordinance, the City is processing that application as an ordinance amending the City of Flagstaff’s Zoning Map, Ordinance No. 2014-31 (“Zoning Ordinance”). The City has held a public hearing and received public comment on the Developer’s rezoning application, and has conducted a first reading of the Zoning Ordinance.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation of Documents and Recitals. All documents and exhibits referred to in this Agreement and the Recitals stated above are hereby incorporated by reference into this Agreement.
2. General Plan Conformance. The Parties expressly acknowledge and agree that the annexation and development contemplated pursuant to this Agreement is consistent with those portions of the 2001 Flagstaff Area Regional Land Use and Transportation Plan (“Regional Plan”) in effect on the date Developer’s application was filed, and that there are no features of the development as described in the Concept Plan defined in Section 6 herein, including, without limitation, the intensity of development and range of land uses proposed herein, that cannot be accommodated within the scope of the Regional Plan.
3. Effective Date and Term.
 - 3.1 This Agreement shall not become effective, and neither party shall have any obligation under this Agreement, unless each of the following occurs:
 - 3.1.1 This Agreement is executed by both parties;
 - 3.1.2 The City adopts the Annexation Ordinance following a second reading;

- 3.1.3 The City adopts the Zoning Ordinance following a second reading;
 - 3.1.4 This Agreement is recorded in accordance with Section 15.9, as required by A.R.S. § 9-500.05(D);
 - 3.1.5 The Annexation Ordinance has become final following expiration of the thirty-day time period in which it may be challenged pursuant to A.R.S. § 9-471(C) or referred to the qualified electors of the City, or if such statutory challenge is properly made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of the City or after the election upholding the Annexation Ordinance;
 - 3.1.6 The Zoning Ordinance has become final following expiration of the time period in which it may be challenged or referred to the qualified electors of the City, or if such statutory challenge is properly made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of the City or after the election upholding the Zoning Ordinance.
- 3.2 In the event the finality of the Annexation Ordinance under A.R.S. § 9-471(D) or the Zoning Ordinance is delayed by judicial challenge, a referendum, or an injunction following their respective second readings and approvals by the City Council, the Developer, at its option, may terminate this Agreement at any time during the ensuing sixty (60) days by serving written notice upon the City in accordance with this Agreement. Should the Developer elect to terminate this Agreement as provided herein, this Agreement shall be of no further force or effect, and neither party shall have any further obligations under this Agreement. In such event, the City agrees that it shall take all appropriate action necessary to rescind and repeal the Annexation Ordinance and the Zoning Ordinance. However, nothing in this Section 3.2 is intended to limit the absolute discretion of the City in reviewing, adopting, or declining to adopt the Annexation Ordinance and the Zoning Ordinance.
- 3.3 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 by the City.
- 3.4 This Agreement shall automatically terminate on the tenth (10th) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for in this Agreement.
4. Annexation. The City's Planning and Zoning Commission and Council have previously held public meetings on the Annexation under A.R.S. § 9-471(A), and the City Council has received from the Developer and filed with the Coconino County Recorder the completed Annexation Petition duly executed by all necessary owners of the Annexation Parcel and has approved first readings of the Annexation Ordinance and the Zoning Ordinance. The City, concurrently with its approval of this Agreement, has duly considered and approved the second readings of the Annexation Ordinance and the Zoning Ordinance, pursuant to A.R.S. § 9-471(D). The City acknowledges and agrees that the Developer has executed and delivered this

Agreement and the Annexation Petition to the City contingent on the City's adoption of the Annexation Ordinance and the Zoning Ordinance. Nothing in this Section 4 is intended to limit the absolute discretion of the City in reviewing, adopting, or declining to adopt the Annexation Ordinance and the Zoning Ordinance.

5. Zoning Upon Annexation. The current Coconino County zoning for the Annexation Parcel is General (G) Zone. The City has previously held public meetings on the Zoning Amendment and has fully complied with all those requirements of the Arizona Revised Statutes and the Flagstaff Zoning Code necessary to adopt municipal zoning for the Annexation Parcel, upon annexation, as provided in the Annexation Ordinance and the Zoning Ordinance. The Parties acknowledge that A.R.S. § 9-471(L) requires that the City initially adopt zoning classifications which permit densities and land uses no greater than the previously existing county zoning for such lands, and the City has determined that the zoning designation under the Zoning Code most comparable to the General (G) Zone designation is RR, Rural Residential. After the Annexation Ordinance has become final under A.R.S. § 9-471(D), the Annexation Parcel shall be designated RR, Rural Residential and then to HC, Highway Commercial Zone, as further set forth in this Agreement.

6. Concept Plan. The Parties hereby acknowledge that the City accepted the Concept Plan for the Project on August 26, 2014, attached hereto as **Exhibit B** and incorporated herein by this reference (the "Concept Plan"). The Concept Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk and size of buildings and structures proposed by Developer and approved by the City for development within the Property. Notwithstanding anything contained in the foregoing, however, the City acknowledges that, while the Developer intends to develop the Project in general conformance with the Concept Plan, in order to make the Project economically viable and otherwise feasible, as the Project progresses through formal site plan review, Developer may request modifications to the Concept Plan and shall incorporate modifications as set forth in this Agreement. The City shall process all submittals made by Developer in conformance with Section 13.1, below, and nothing contained in this Agreement shall preclude the City from the exercise of its normal review process and requirements in connection with its approval of such submittals.

7. 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, as well as the standards for off-site and on-site public improvements in existence as of the Effective Date of this Agreement; provided, however, that Developer obtain grading permits for the Project within two (2) years following the Effective Date of this Agreement. If Developer fails to obtain any grading permits within this two (2) year period, then development of the Project shall be subject to the City's codes, ordinances, regulations, rules, guidelines and policies in effect at the time Developer applies for such construction permits. Further, if Developer fails to obtain a grading construction permit within this two (2) year period, the City, at its sole judgment and discretion, may require the Developer to submit a new Traffic Impact Analysis and a new Sewer Impact Analysis for the Project and to amend Sections 10.2 and 10.6 this Agreement to reflect new requirements arising from those analyses for public and other related improvements. Notwithstanding the above, the

Parties expressly acknowledge and agree that the City reserves the right to adopt future ordinances assessing or imposing development fees under the authority of A.R.S. § 9-463.05, which shall be applicable to development of the Property. Developer agrees and understands that upon the Effective Date of this Agreement all building permits and other fees normally applicable to construction within the City shall apply to the Project.

8. Guiding Principles. The Parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed. With respect to such, the parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law. However, denying a permit for the Developer's failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

9. Project Description. The Project as contemplated by this Agreement, and as illustrated in the Concept Plan, shall consist of: (i) two hundred twenty-four (224) cottage units with seven hundred fourteen (714) rooms on approximately 33.33 acres of the Property ("Residential Development"); and (ii) a commercial retail complex consisting of approximately twenty thousand (20,000) square feet of commercial/retail, general service and/or mixed-use development, as well as site improvements, including access, parking, circulation and landscaping, on 3.67 acres of the Property ("Commercial Development"). The Residential Development and Commercial Development collectively constitute the "Project." Pursuant to the relevant provisions of the Flagstaff Zoning Code, the Residential Development qualifies as a "Rooming and Boarding Facility" use. Pursuant to Division 10-40.30.030, Residential Zones, of the Flagstaff City Code, the Developer acknowledges that a conditional use permit is necessary, and must be obtained, for the establishment of a "Rooming and Boarding Facility" use within the proposed MR, Medium Density Residential Zone.

10. Construction of Public and Other Related Improvements. Prior to the issuance of a grading permit for the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its sole expense, construct or cause to be constructed all public and other related improvements as required by the City's codes, ordinances and this Agreement, and in accordance with approved specifications, as well as those public and related improvements required by the Arizona Department of Transportation ("ADOT") as a condition of approval. Following the construction of the described public improvements, dedication of same to the City, and acceptance by the City of the improvements, unless otherwise provided, the City shall assume, at its expense, the maintenance and repairs of all public improvements in accordance with City policies. Specifically, the scope and nature of the on-site and off-site improvements to be constructed in connection with the Project are as follows:

10.1. On-Site Water and Sewer Modifications. Developer agrees to provide a looped water and

sewer system for the Project consisting of eight (8) inch diameter water and sewer lines. Developer agrees to provide waterline “stub-outs” for future connectivity to those parcels adjoining the Property to the west. All required improvements must be completed and accepted by the City prior to the issuance of any certificates of occupancy for the Project. All on-site water and sewer infrastructure shall be designed and built in accordance with the City of Flagstaff Engineering Standards and Arizona Department of Environmental Quality requirements.

10.2 Off-Site Sewer Modifications and Reimbursement.

10.2.1 Developer is responsible for all off-site sewer improvements as outlined in the accepted Water and Sewer Impact Analysis, dated December 20, 2013 (“WSIA”). Developer agrees to “oversize” approximately five thousand five hundred (5,500) feet of existing sewer line, from manhole 2A-446 to manhole 2A-203, from ten (10) inch diameter to eighteen (18), twenty-one (21) and twenty-four (24) inch diameter pipe, as set forth in the WSIA.

10.2.2 The Parties acknowledge that, pursuant to Section 10.2.1, above, the Developer is required to install off-site improvements to the City’s sewer collector system in a size and/or capacity greater than that which is required to serve only the residents of the Project. Pursuant to the City’s Engineering Standards, the Developer agrees to “oversize” these off-site improvements in order to accommodate not only the needs of the Project, but also the projected required capacity for those properties within the Project’s drainage basin at “full build-out.” Pursuant to Flagstaff City Code Chapter 7-08, Extension and Reimbursement Agreements for the Construction of Water and Sewer Lines, the Developer may enter into a reimbursement agreement with the City for such oversizing from other benefited properties.

10.3 Presidio Drive South Extension. Developer shall construct an extension of the Presidio Drive South roadway from the intersection of Presidio Drive South and South Woody Mountain Road (“Presidio Drive South Extension”). The Presidio Drive South Extension shall be constructed in accordance with City design, engineering and construction standards and shall terminate in a cul-de-sac, as generally depicted on the Concept Plan.

10.4 Roadway Lighting. Roadway lighting on the Presidio Drive South Extension and that portion of South Woody Mountain Road abutting the Property shall be designed, constructed and placed in accordance with City street light standards. Roadway lighting on that portion of Route 66 abutting the Property shall be designed, constructed and placed in accordance with ADOT standards.

10.5 Flagstaff Urban Trail System. As a condition of developing the Property, and to facilitate the expansion of the Flagstaff Urban Trail System (“FUTS”), the Developer agrees to construct, at no cost to the City, a meandering ten (10) foot wide FUTS trail along that portion of the Property abutting Woody Mountain Road (“FUTS Trail”). The eastern edge of the FUTS trail shall be, at all points, at a five (5) feet offset from the back curb

line located along the western edge of Woody Mountain Road. The Parties acknowledge that the FUTS trail may encroach onto adjacent private property. Prior to the issuance of any certificates of occupancy for the Project, Developer shall, at no cost to the City, dedicate a non-motorized pedestrian easement for the FUTS Trail, including those portions, if any, on adjacent private property, to the City.

10.6 West Route 66 and Woody Mountain Road Intersection. In addition to those obligations set forth in Section 10, above, Developer agrees to contribute one hundred two thousand eight hundred five (\$102,805.00) dollars towards a future signalized intersection at West Route 66 and Woody Mountain Road (“Woody Mountain Road Intersection”). Such sum constitutes the Developer’s pro-rata “fair share” contribution towards mitigating the Project’s traffic impact on the Woody Mountain Intersection, in accordance with the City’s Transportation Engineering Memorandum dated August 22, 2014 (“Contribution”). In addition, Developer agrees to dedicate, at no cost to the City, right-of-way across the Property necessary for the Woody Mountain Road Intersection (“Dedication”). Following the Contribution and Dedication, Developer shall have no further obligation or liability with respect to the Woody Mountain Road Intersection. The Contribution shall be paid in full to the City prior to the issuance of public improvement permits for the Project.

10.7 Dedication of Public Rights-of-Way and Easements. Public rights-of-way for all streets and utility and drainage easements with respect to the Project must be identified on the construction plans and dedicated prior to issuance of any grading permits. Dimensions for these easements must be in accordance with City and, where applicable, ADOT requirements.

11. Management.

11.1 Management Agent. Developer agrees that an experienced property management staff shall at all times manage the Residential Development during the term of this Agreement (“Management Agent”). Developer, or an affiliated entity, shall serve as the Management Agent for the Residential Development upon recordation of this Agreement. The Management Agent shall cause the Residential Development to at all times be operated in a manner that will provide secure, safe and sanitary living conditions for its tenants, as required by this Agreement, and any applicable laws, ordinances, regulations or other requirements imposed by law. Further, the Management Agent shall ensure that the tenants of the Residential Development use the Property in a manner that conforms to the character of the surrounding neighborhoods. The Management Agent shall live on-site or, in the alternative, the Management Agent shall provide for an on-site staff member on a twenty-four hour, seven days a week (24/7) basis.

11.2 Crime Free Multi-Housing. In order to achieve the objectives of Section 11.1, above, the Developer, or the Management Agent, shall draft operating rules, policies and regulations for the Residential Development (“Operating Rules”),

and include covenants in tenant leases that require the lawful and proper use of the Residential Development and the Property (“Lease Covenants”), substantially in the form attached hereto as **Exhibit C**, at all times. The Management Agent shall be responsible for enforcing such Operating Rules and Lease Covenants. The Management Agent and any relevant employees of such Agent, shall, during the term of this Agreement, attend, complete, and remain current on any training required by the Flagstaff Police Department in connection with their Crime Free Multi-Housing Program. Management practices, tenant qualifications, Crime Prevention Through Environmental Design Standards (“CPTED”), and background checks shall conform, as closely as possible, to the principles set forth in the City of Flagstaff Police Department’s “Crime Free Multi-Family Housing Program.” Developer agrees that it will ensure that its Management Agent, or relevant employees of such Agent, receives training through the Flagstaff Police Department in the Crime Free Multi-Housing Program.

- 11.3 On-Site Security. In order to ensure the lawful use of the Residential Development during those times of increased resident activity, from 6:00 p.m. every Thursday through to 6:00 a.m. the following Sunday, Developer agrees to provide a sufficient number of security guards to maintain order and to ensure compliance with all applicable state and City laws. For purposes of this Section, “security guard” shall mean licensed and duly bonded security personnel registered pursuant to Arizona Revised Statutes Section 32-2601, *et seq.* In addition, the Management Agent shall consult with the Flagstaff Police Department on a monthly basis for recommendations regarding security personnel levels, as well as any additional security measures that may be required for the protection and well-being of residents and the surrounding neighborhood.

12. Public Transportation System Service. Developer is in negotiations with the Northern Arizona Intergovernmental Public Transportation Authority (“NAIPTA”) regarding the extension of service to the Project in order to facilitate and incentivize the use of public transportation by residents of the project, and other presently underserved areas identified by NAIPTA, to access the campus at Northern Arizona University (“NAU”), based upon a financial commitment from the Developer yet to be determined and structured. Because this issue requires action of a public body with regard to service levels, cost, and other matters, and negotiations with the Developer, both NAIPTA and the Developer anticipate that discussions and negotiations will continue over time, with the goal of providing service by the start of classes at NAU in August 2016. Developer agrees that it will continue to negotiate with NAIPTA in good faith in order to bring to the Project effective public transportation to NAU for student residents of the Project.

13. Exterior Lighting Plan. Developer shall provide exterior lighting for the Residential Development in conformity with the Exterior Lighting Plan, attached as **Exhibit D**. The Parties acknowledge that the Developer has voluntarily limited the Total Outdoor Light Output for the Residential Development to a lumen level that does not exceed that currently permitted for Single-family Residential development in Lighting Zone One.

14. Development Process.

14.1 Diligence in Responding to Approval Requests. City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and may require City's ongoing participation in the review and approval of modifications and amendments to any construction plans, site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, and other plans, permit applications and inspections which are a part of City's current building and development requirements (hereinafter collectively called "Approval Requests"). City hereby agrees that, in connection with all such Approval Requests relating to the planning or development of the Property, or any portion thereof, and the construction of improvements on the Property, it shall cooperate with Developer in good faith to process, but not necessarily approve, all such Approval Requests.

15. Default; Remedies.

15.1 Events Constituting Default. A Party hereunder shall be deemed to be in default under this Agreement if such Party materially breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the Party not in default hereunder. Notwithstanding the foregoing, if the Party allegedly in default has commenced a cure of the default within the time period stated above, is diligently prosecuting such cure, and such cure reasonably requires more than thirty (30) days to complete, then the period for curing such default shall be extended to permit the completion of the cure. For purposes of determining default and termination, those Developer obligations set forth in Section 10 of this Agreement are severable, and each individual Developer obligation shall terminate upon the successive completion of the individual Developer Obligation.

15.2 Developer's Remedies. In the event that City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 14.1 of this Agreement, then, in that event, in addition to all other legal and equitable remedies which Developer may have, Developer may terminate this Agreement by written notice delivered to City effective upon the date specified on such notice.

15.3 City's Remedies. In the event that Developer is in default under this Agreement, and Developer thereafter fails to cure any such default within the time period described in Section 14.1 of this Agreement then, in that event, in addition to all other legal and equitable remedies which City may have, City may terminate this Agreement by written notice delivered to Developer effective upon the date specified on such notice.

15.4 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Developer shall have no further rights to develop the Property pursuant to this Agreement but shall have all other rights available to Developer under any other agreement or applicable law, including but not limited to the right to develop the Property consistent with the Zoning so long as the project is developed consistently or less intensively than the accepted Concept Plan.

16. General Provisions.

16.1 Notices. All notices and communications shall be in writing and delivered personally or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To Developer:

Aspen Heights
Attn: David Mills
1301 S. Capital of Texas Highway, Suite
B201
Austin, TX 78746

With copy to:

Richard Stasica, General Counsel

16.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

16.3 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

16.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of

the Agreement.

- 16.5 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A: Property Description

Exhibit B: Concept Plan

Exhibit C: Lease Covenants

Exhibit D: Exterior Lighting Plan

- 16.6 Amendment. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns.
- 16.7 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 16.8 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona.
- 16.9 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.
- 16.10 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 16.11 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have an personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation

provisions of A.R.S. § 38-511.

- 16.12 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations and policies.
- 16.13 Successors and Assigns. Upon prior written notice to City, Developer may assign its interest in this Agreement, in whole or in part, to any entity that controls, is controlled by or is under common control with Developer (including but not limited to a limited liability company of which the original Developer is a member), who undertakes to proceed with development of the Project. Provided that the assignee has provided City with the name, address and designated representative of the assignee, and has assumed the rights, liabilities and obligations of Developer under this Agreement pursuant to a written instrument (a true and correct copy of which shall be provided to City), then the assignor shall be released from any obligations or liabilities arising under this Agreement from and after the date of assignment. Neither Developer nor any permitted assignee of Developer may otherwise assign its interest in this Agreement, in whole or in part, without the prior written consent of the City, which consent may be reasonably withheld by City. This Agreement shall be personal to Developer and its permitted successors and assigns, and shall not run with the land.

17. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

Developer hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Developer may have, now or in the future, for any “diminution in value” and for any “just compensation” under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138, (the “Act”) in connection with the application of the City’s existing land use laws and including Ordinance Number 2011-01 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney’s fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney’s fees or costs under the Act that they may have, as a result of the application of the City’s existing land use laws, including Ordinance Number 2014-31, upon the Property

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and on its behalf by its Mayor and its seal to be 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

Gerald W. Nabours, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Roger Eastman, Zoning Code Administrator
Date: 11/14/2014
Meeting Date: 11/18/2014



TITLE:

Consideration and Adoption of Resolution No. 2014-35 and Ordinance No. 2014-27: 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 November 18, 2014

- 1) Adopt Resolution No. 2014-35 (declaring a public record)
- 2) Read Ordinance No. 2014-27 for the final time by title only
- 3) City Clerk reads Ordinance No. 2014-27 by title only (if approved above)
- 4) 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. The second reading and adoption of these amendments was originally scheduled for the November 3, 2014 meeting; however, a majority of the Council agreed to move this final consideration to the November 18th meeting.

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, and the Resolution was read by title only and first read of the Ordinance was held at the October 21, 2014, Council meeting.

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 was 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.

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 21st meeting.

Staff has identified the need for a minor correction:

While preparing the final documents for inclusion in the Zoning Code after Council's adoption of these amendments, staff realized that there was an omission in Table 10-50.100.090.G: Standards for Temporary A-Frame or Upright Signs. A portion of this table is pasted below.

<u>Table 10-50.100.090.G: Standards for Temporary A-Frame or Upright Signs</u>		
	<u>Standard</u>	<u>Other Requirements</u>
<u>Placement to advertise promotional or seasonal sales</u>	<u>Private property only at the business location.</u>	<u>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.</u>
<u>Duration of use</u>	<u>See Table 10-50.100.090.F.</u>	-
<u>Placement as secondary signage in a multi-tenant shopping center</u>	<u>Private property only at the business location.</u>	<u>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.</u>
<u>Duration of use</u>	<u>No limitation on the number of days they may be used.</u>	-

<u>Hours of use</u>	<u>Business hours only.</u>	<u>Removal at the close of business required.</u>
---------------------	-----------------------------	---

The second row of this table (Placement as secondary signage) was written with the intention of allowing a business to place an A-frame or upright sign as secondary signage in front of their business location, subject to certain rules, such as maintaining a safe walkway or not placing the sign in a driveway or parking area. Further, as described to Council in previous meetings, the intent of this section was that it would apply to businesses located in multi-tenant shopping centers where the business is separated by a parking area from an adjoining street. There are many such locations along the major arterials in the City. However, as written, any business whether in a multi-tenant shopping center or not would be able to place an A-frame sign in front of their store provided the sign was on a walkway and in compliance with the other location restrictions included above. The unintended consequence is that there may be a proliferation of A-frame signs in front of businesses that are not in multi-tenant shopping centers and that are close to an adjoining street, i.e. a consequence that is contrary to the previously stated goal of the Council to reduce the clutter of temporary signs in the community.

Staff recommends, therefore, that the row should be amended by inserting a qualifying phrase to limit the use of secondary A-frame signs to only multi-tenant shopping centers. The row would be amended as follows: "Placement as secondary signage in a multi-tenant shopping center".

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 22, 2014 (Final to Council for November 3rd Meeting
– All revisions accepted)

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	COM	Yes/No ¹	10-50.100.060.C.4.b.(2)
			MFR	IND		
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	P ²	P	SFR	COM	Yes	10-50.100.060.C.4.b.(6)
			MFR	IND		
Freestanding Sign	P ²	P	SFR	COM	Yes	10-50.100.060.C.4.b.(7)
			MFR	IND		
Interpretative Sign	P	P	SFR	COM	Yes	10-50.100.060.C.4.b.(8)
			MFR	IND		
Landscape Wall Sign	P ²	P	SFR	COM	Yes	10-50.100.060.C.4.b.(9)
			MFR	IND		

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 MFR	COM IND	Yes	Table 10.50.100.060.C
Projecting Sign	P ²	P	SFR MFR	COM IND	Yes	10-50.100.060.C.4.b.(10)
Roof Mounted Sign	--	P	SFR MFR	COM IND	Yes	10.50.100.060.C.4.b.(11)
Service Island Canopy Sign	--	P	SFR MFR	COM IND	Yes	10-50.100.060.C.4.b.(12)
Suspended Sign	P	P	SFR MFR	COM IND	Yes	10-50.100.060.C.4.b.(13)
Window Sign	P	P	SFR MFR	COM IND	Yes	10-50.100.060.C.4.b.(14)
Temporary Signs (See Section 10-50.100.090. (Temporary Signs))						
Sign Walker	P	P	SFR MFR	COM IND	No	10.50.100.090.C.4
Temporary A-frame Sign	P ³	P	SFR MFR	COM IND	Yes/No ⁴	10.50.100.090.C.3.c.(1)
Temporary Civic or Non-Profit Event Sign	P	P	SFR MFR	COM IND	No	10.50.100.090.C.1
Temporary Directional Signs for Special Events, Recreation Events, and Approved Temporary Uses	P	P	SFR MFR	COM IND	No	10.50.100.090.C.2
Temporary New Development/ Construction Sign	P	P	SFR MFR	COM IND	No	10-50.100.060.C.4.b.(14)
Temporary Sign for Approved Temporary Uses	P	P	SFR MFR	COM IND	No	10.50.100.090.C.3.d
Temporary Stanchion Sign	P	--	SFR MFR	COM IND	No	10.50.100.100.B.5.b
Temporary Upright Sign:	P ³	P	SFR MFR	COM IND	Yes/No ⁴	10.50.100.090.C.3.c.(1)
Temporary Vertical Banner	--	P	SFR MFR	COM IND	Yes	10.50.100.090.C.3.c.(2)
Temporary Wall Banner	P	P	SFR MFR	COM IND	Yes	10.50.100.090.C.3.c.(3)
Temporary Window Sign	P	P	SFR MFR	COM IND	No	10.50.100.090.C.3.c.(4)

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.(1)

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.

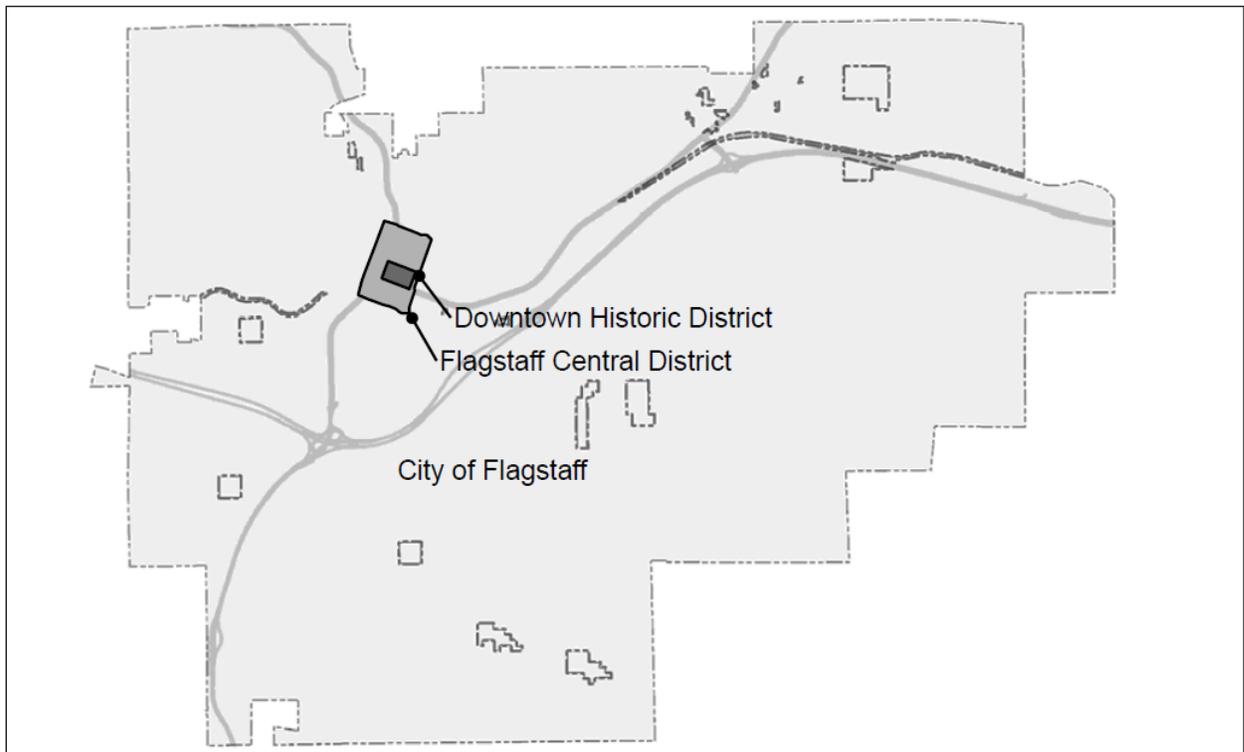


Figure A. Map Showing the Relationship Between the Standards applied in the Downtown Historic District, Flagstaff Central District, and the City as a Whole

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 non-illuminated sign 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.

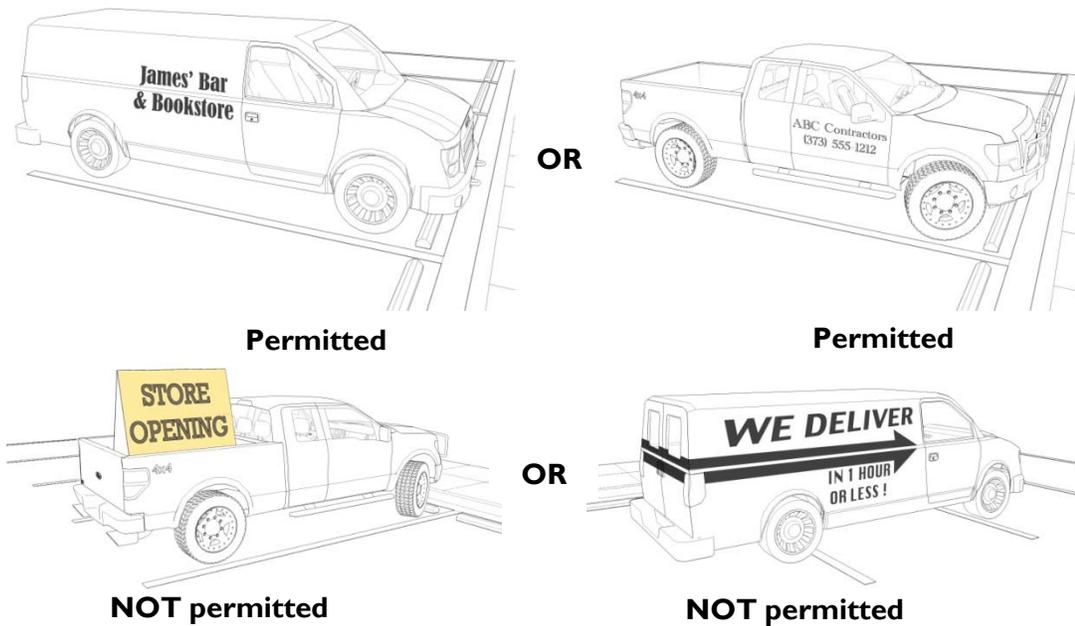


Figure A. Signs on Vehicles Used for Business Purposes

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.

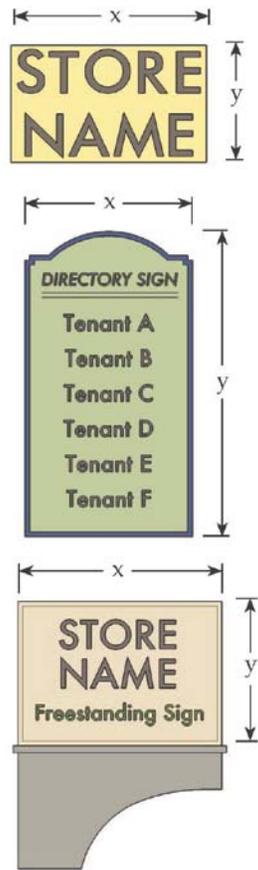


Figure A. Sign Area for Signs on Background Panel



Figure B. Sign Area for Signs with Individual Letters

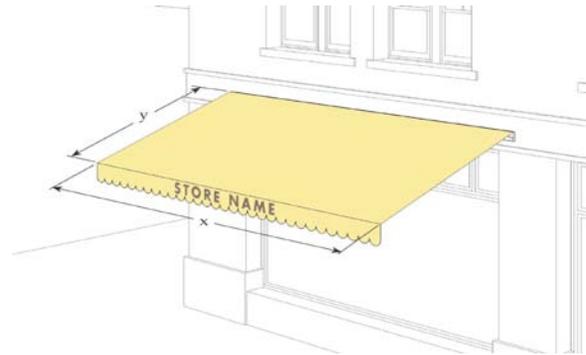


Figure C. Sign Area for Signs with Illuminated Surfaces

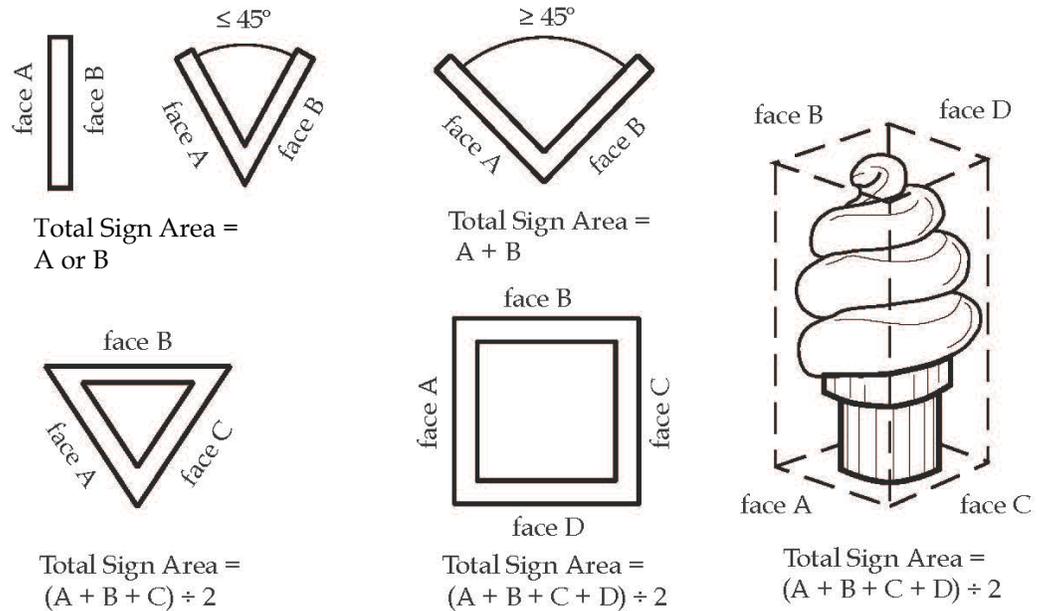


Figure D. Sign Area for Multi-face Signs or Free Form Signs

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.

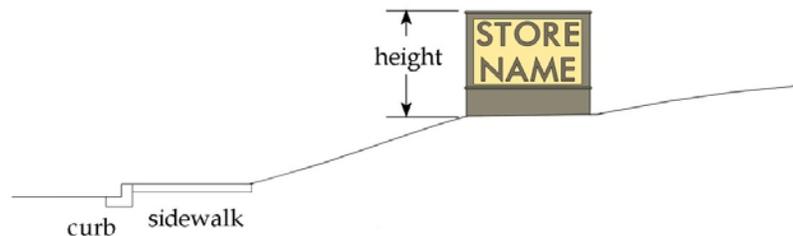


Figure E. Freestanding Sign Height – Signs Higher than the Grade of an Adjacent Road

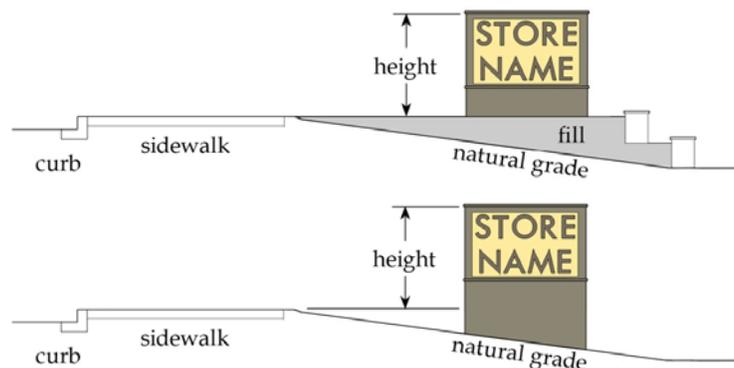


Figure F. Freestanding Sign Height – Signs Lower than the Grade of an Adjacent Road

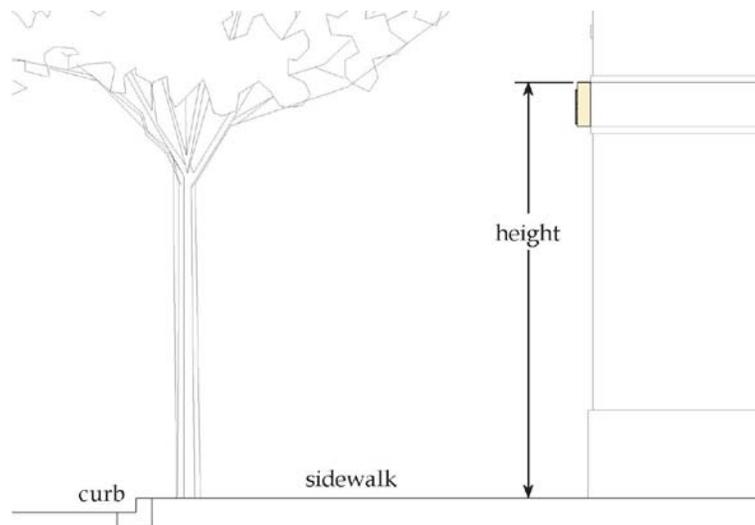


Figure G. Building Mounted Sign Height

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.

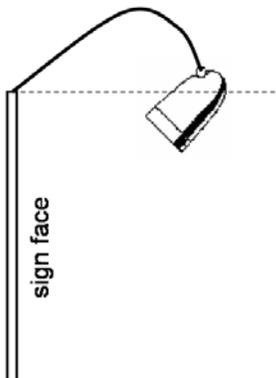
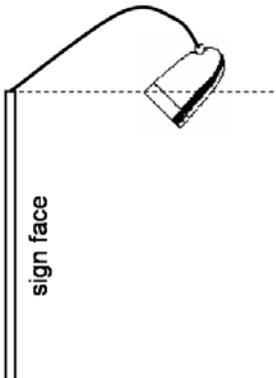
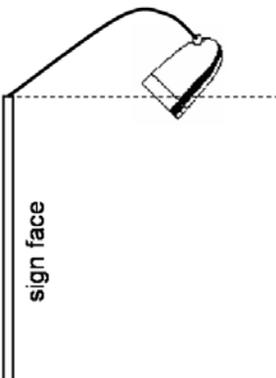
Permitted and Prohibited External Sign Lighting Configurations		
Allowed	Allowed	Not Allowed
 <p>sign face</p> <p>Fully Shielded</p>	 <p>sign face</p> <p>Fully Shielded</p>	 <p>sign face</p> <p>Unshielded</p>

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, cream, or yellow) background. Text and symbols may be white, off-white, light gray, cream, or yellow (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 Signs¹	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 Notes

- ¹ 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> <ul 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 canopy 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.

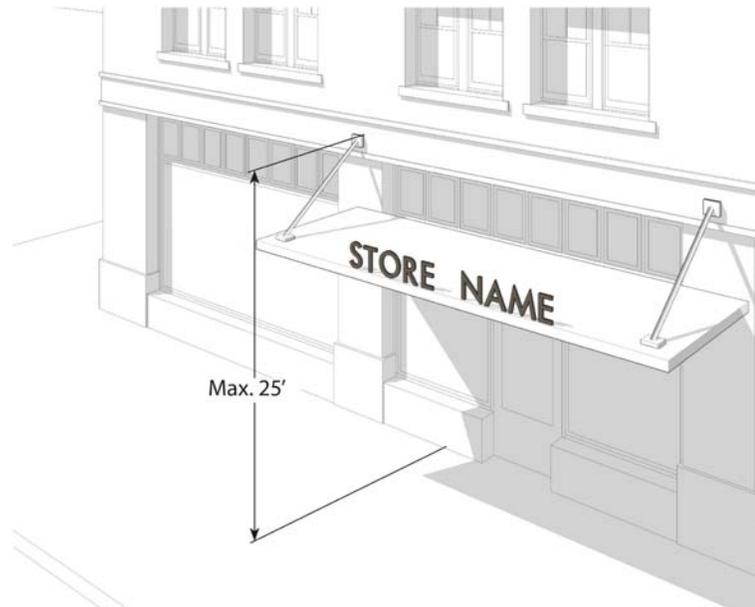


Figure C. Canopy Sign

(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.	

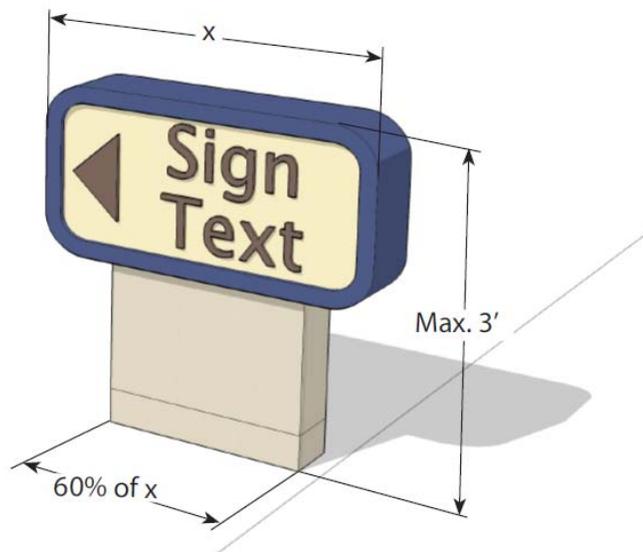


Figure E. Directional Sign

(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.	

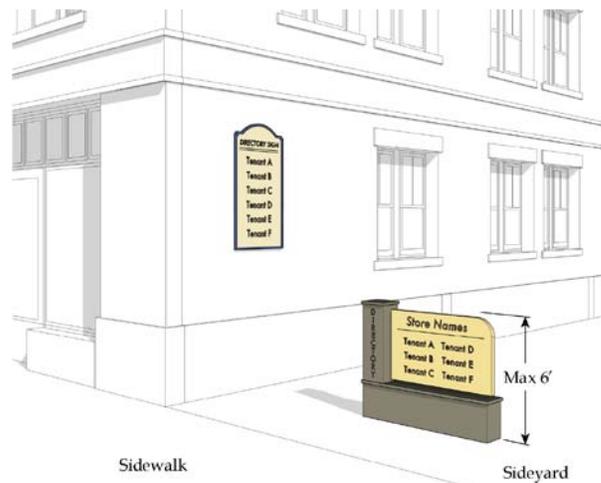


Figure F. Directory Sign

(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.

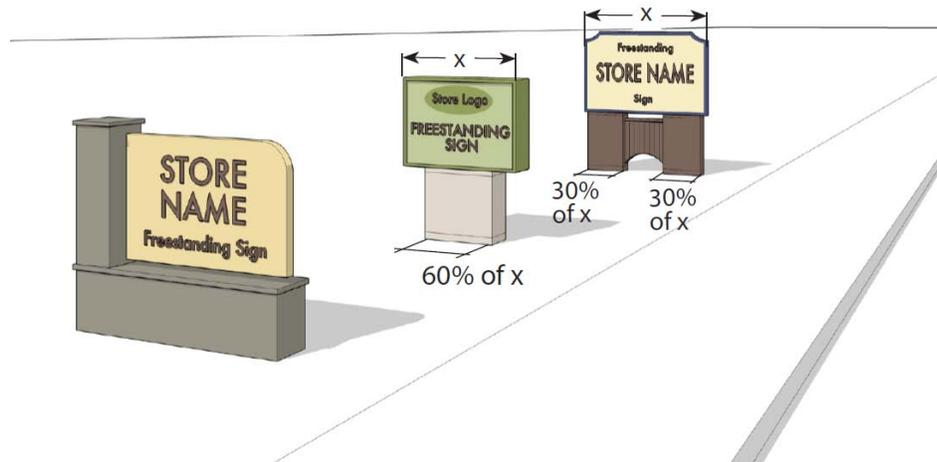


Figure G. Freestanding Sign

(8) Interpretative Sign

The standards provided in Table I (Standards for Interpretative Signs) shall apply.

Table 10-50.100.060.I: Standards for Interpretative Signs

	Standard	Other Requirements
Sign Area		Not included in the total allowable sign area for freestanding signs.
Low-profile sign	Max. 6 sq. ft.	
High-profile sign	Max. 12 sq. ft.	Max. of 3 high-profile signs may be combined as 1 sign panel.
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.

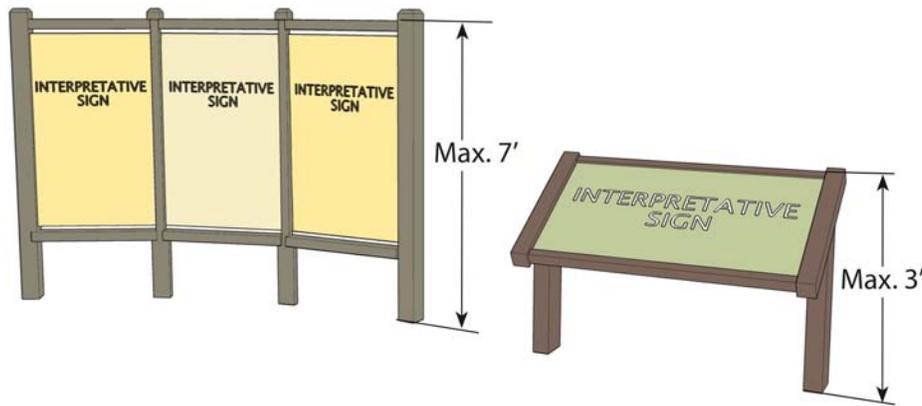


Figure H. High-profile and Low-profile Interpretative Sign

(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.

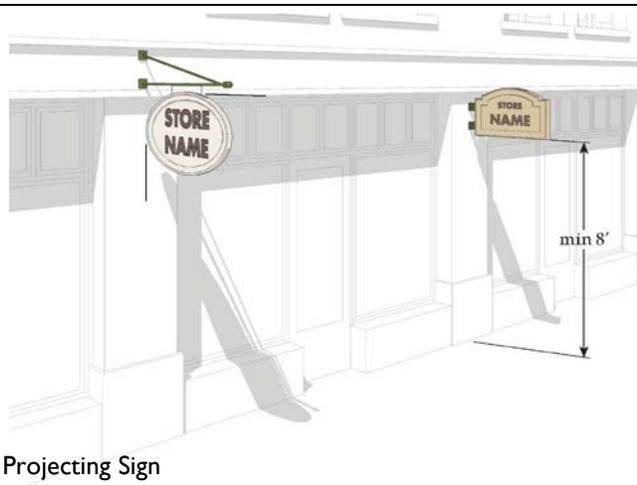


Figure J. Projecting Sign

(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.	

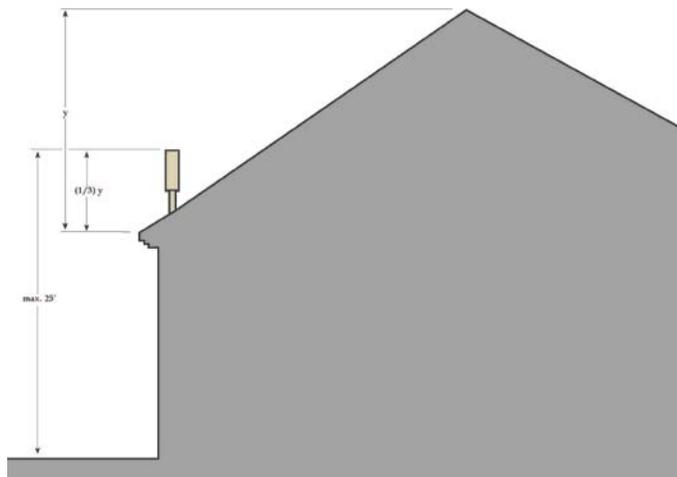


Figure K. Roof Mounted Sign

(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 – See Table 10-50.100.060.C.
Illumination	Permitted - See Section 10-50.100.050.C.
Permitting	Sign Permit is required.

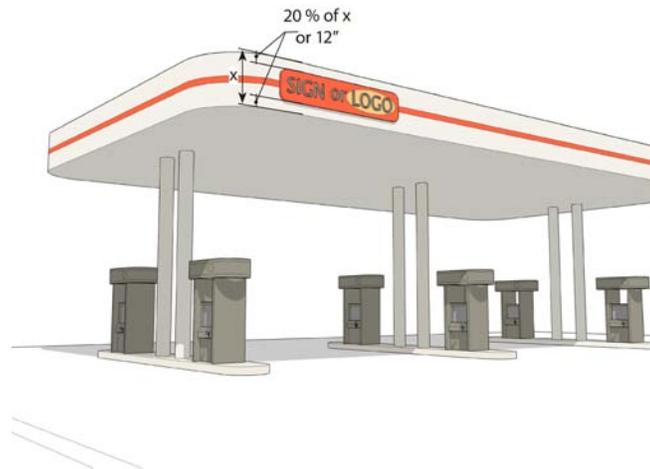


Figure L. Service Island Canopy Sign

(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 ≤ 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 M. 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 N. 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 though 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.	
Permitting	No Sign Permit required.	

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	Grommets shall be placed at each of the corners of the banner for secure attachment to the support structure. 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. Logos for sponsors of the event or the banner shall be limited to max. 20% of the area of the banner.
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. Upright Sign



Figure C. A-Frame 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).

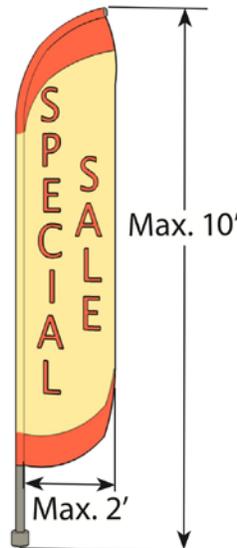


Figure D. Temporary Vertical Banner

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

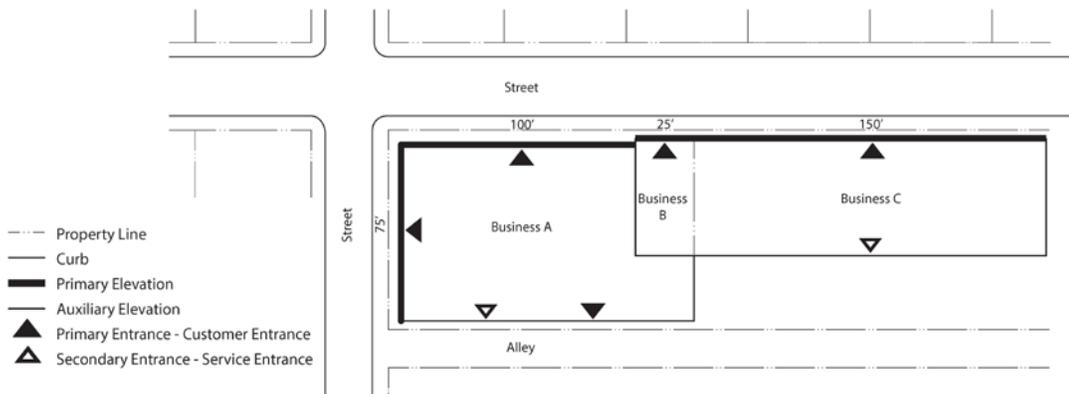
Standard	
Total Sign Area for the Building	The greater of: (1) The number of building entries ¹ + 1 sign X 30 sq. ft. (e.g. if a building has 6 entries the Total Sign Area = 6 + 1 X 30 = 210 sq. ft.); or (2) 100 sq. ft. max.
Individual Sign Area for Each Business	The lesser of: (1) 1 sq. ft. to 1 linear 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	Number of building entries + 1.
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.



Business A:

Max. Total Bldg. Sign Area is $(3+1) \times 30 = 120$ sf

Max. Area for Sign 1 is $100 \times 1 = 100$ sf

Max. Area for Sign 2 is $75 \times 1 = 75$ sf

Max. Area for Sign 3 is $125 \times 1 = 125$ sf (100 sf max.)

Since the sum of these exceeds 120 sf, one or more sign sizes must be reduced.

Max. No. of signs is $3+1 = 4$

Business B:

Max. Total Bldg. Sign Area is $(1+1) \times 30 = 60$ sf
Allowed = 100 sf

Max. Ind. Sign Area is $25 \times 1 = 25$ sf

Max. No. of signs is $1+1 = 2$

Business C:

Max. Total Bldg. Sign Area is $(1+1) \times 30 = 60$ sf
Allowed = 100 sf

Max. Ind. Sign Area is $150 \times 1 = 150$ sf

Max. No. of signs is $1+1 = 2$

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.

Table 10-50.100.100.C: Standards for Projecting Signs in the Flagstaff Central District

Standard	
Illumination	Non-illuminated or externally illuminated. Down directed, fully shielded fixtures only.
Permitting	Sign Permit is required

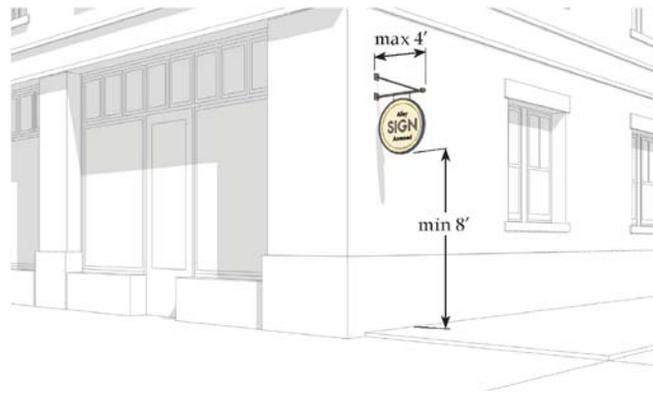


Figure E. Projecting Sign

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.		

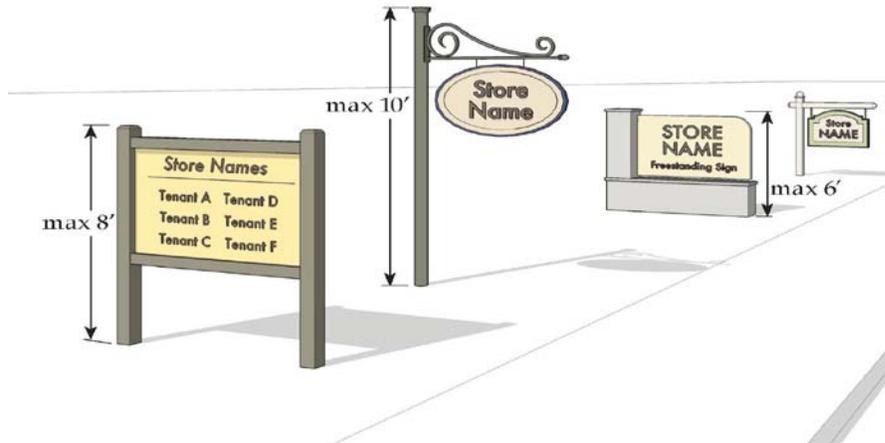


Figure F. Freestanding Sign

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.	

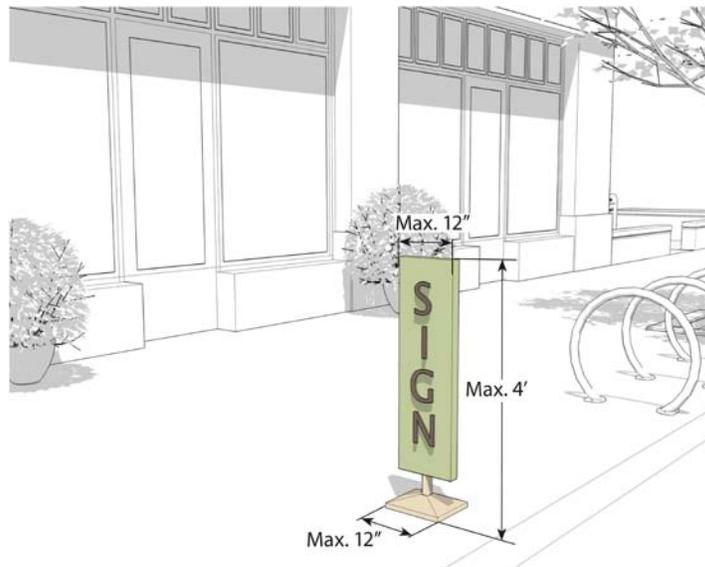


Figure G. Stanchion Sign

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.

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.

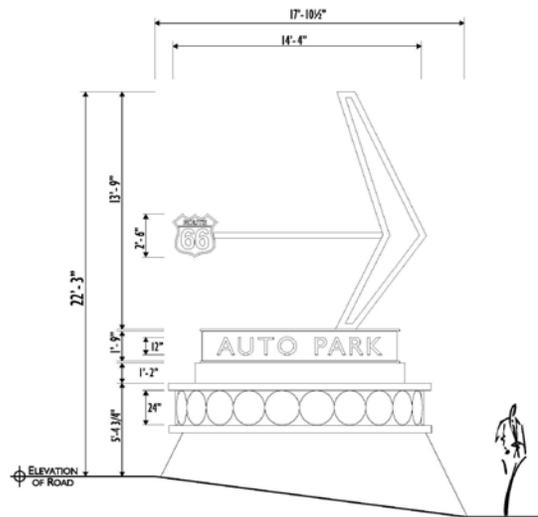


Figure I. Primary Flagstaff Auto Park District Identification Sign

(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.

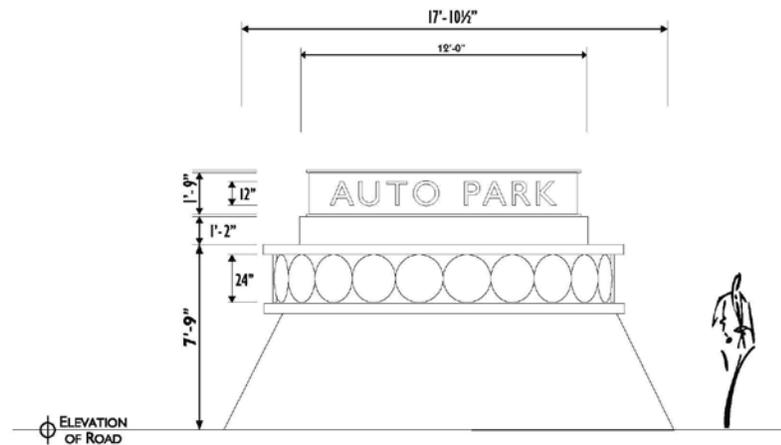


Figure J. Secondary Flagstaff Auto Park District Identification Sign

(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.

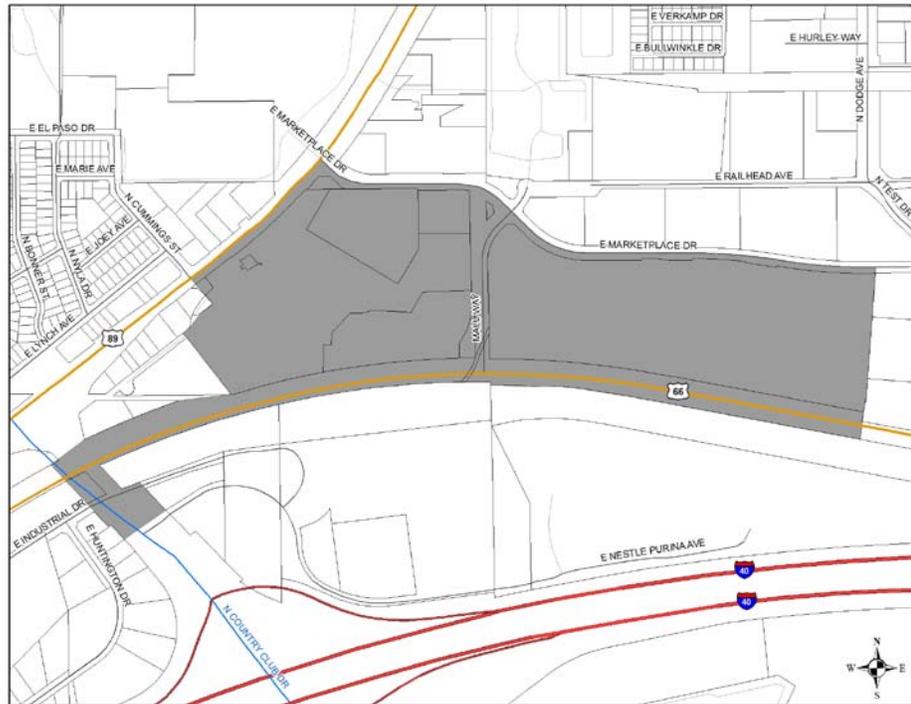


Figure K. Flagstaff Mall and Marketplace District

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.

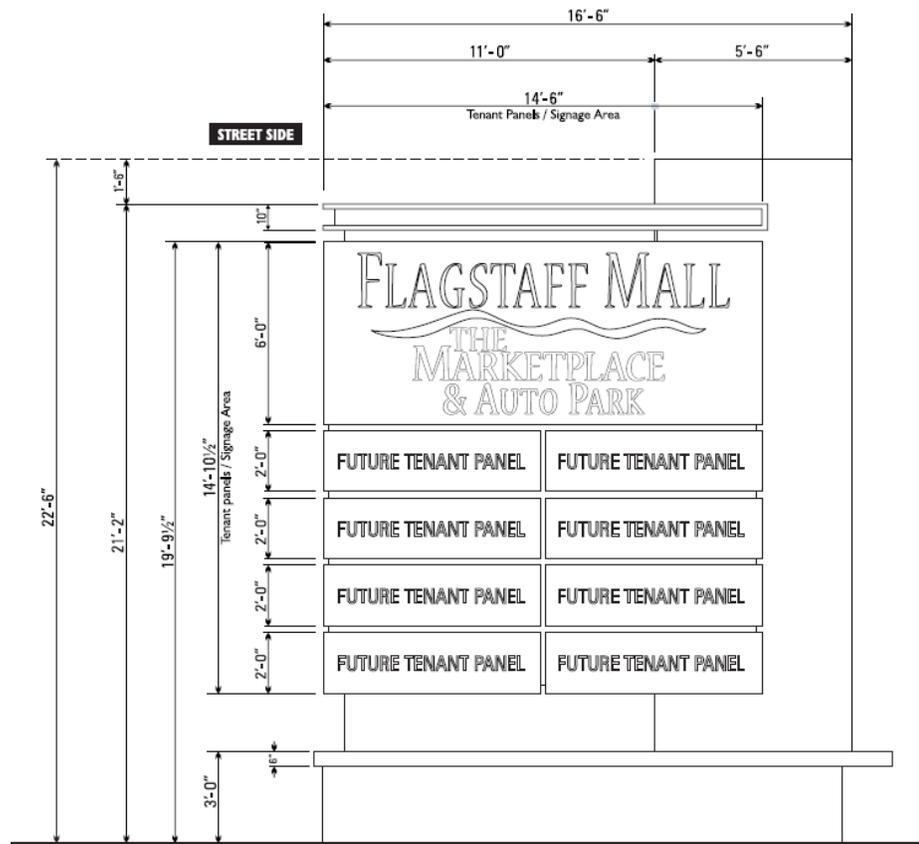


Figure L. Flagstaff Mall and Marketplace District Identification Sign

(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.

This page intentionally left blank

Chapter 10-80 Definitions

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, 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: A sign that is printed, painted, or affixed to an awning.

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, 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, 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: A sign attached to, painted on, connected to, erected against the wall, parapet, or fascia of 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: A sign mounted flush against the fascia of a gas station service island canopy.

Sign, Changeable Copy: A sign that is designed so that characters, letters, numbers or illustrations can be manually 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 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.

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, 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 luminous tubes formed into text, symbols or decorative elements that is 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, Sandwich: See "Sign, Temporary A-frame."

Sign, Service Canopy Island: A sign mounted on or under a service island canopy, including canopy fascia signs.

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, 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 that is constructed of paper, cloth, canvas, light fabric, wallboard, light plastic or other light, non-rigid, flimsy material.

Sign, Temporary A-Frame: A temporary portable "sandwich board" sign used for advertising purposes, 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 New Development/Construction: A temporary sign used to identify a future development that is, or will be, under construction.

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 display 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, 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:

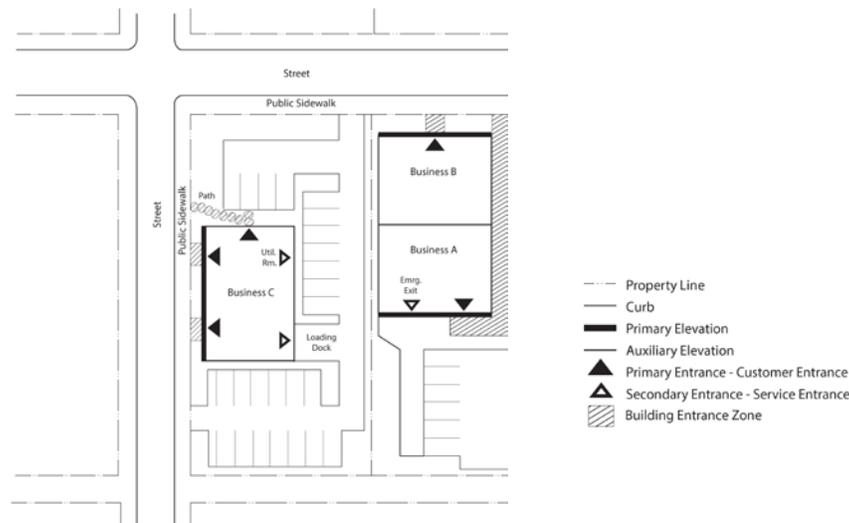
1. Provides protection from the elements to pedestrians below, or to occupants within the building; and
2. Is temporary in that, whether stationary or retractable, it can be removed from the building without altering the building structure.

10.80.20.020 Definitions, "B."

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 linear dimension of an exterior wall, excluding canopies and projections, measured on the façade that faces a public right of way.

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 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, 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 text or a commercial message.

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: A section of building elevation which contains the street level principal entrance of the business, 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**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.

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 prior to placement;
 - c. Inspection of braces, anchors, supports, and connections; and,
 - 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.

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

This Section establishes the permitting requirements for temporary signs as described in Section 10-50.100.090 (Temporary Signs) to ensure compliance with the applicable provisions of this Zoning Code.

B. Sign Permit Requirement

1. 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.
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 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) 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.

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).

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.

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 signs associated with these events shall be placed in compliance with the provisions of Section 10-50.100.090 (Temporary Signs).
- 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).
 - 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).
 - 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.

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.
5. Sign faces may be replaced on nonconforming signs.
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

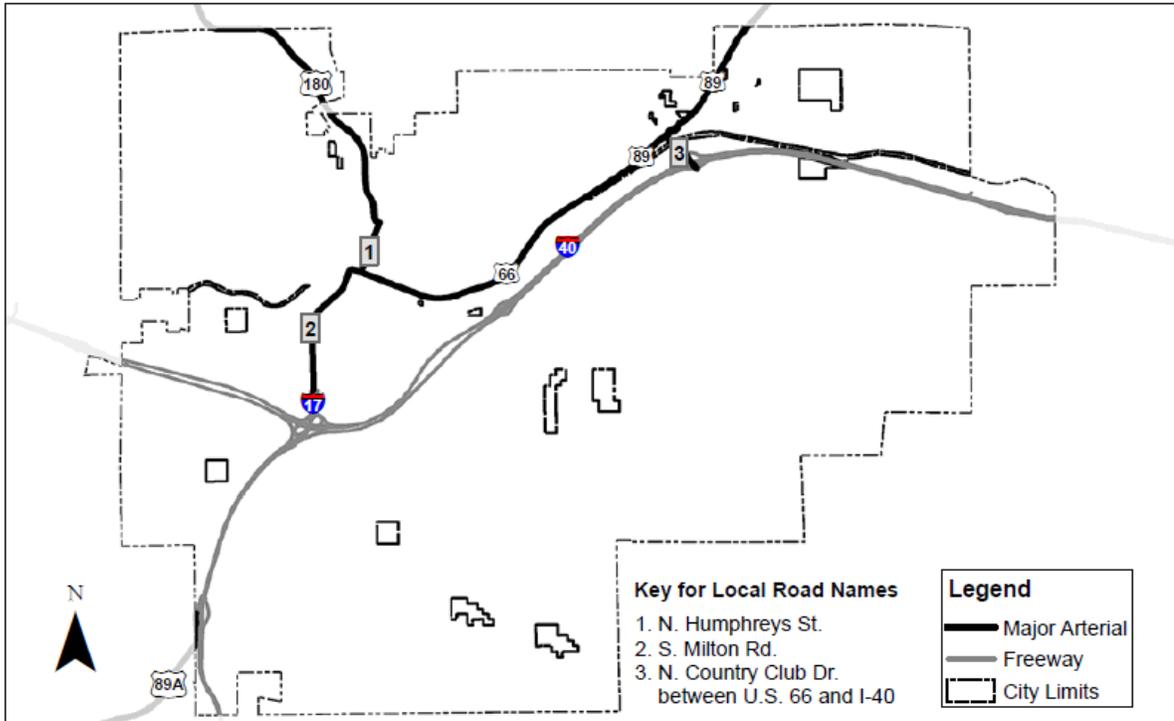
From the southern City limits to the intersection of South Park Road and John Wesley Powell Boulevard.

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



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, or a neighborhood or district sign .
		Exempts face changes from a sign permit on any existing 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 updated new standards to prevent intentional vehicle parking as signs. Requires the vehicle when not used to conduct daily business to be parked as far from the public right-of-way as possible.	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	Internally Illuminated Signs – include yellow as a prohibited background color consistent with the LDC.	Exempts exposed neon on signs from the lumen calculations for the site consistent with the LDC.		Staff – exposed neon on signs is not an issue to staff at the Naval Observatory. Standard should have been included consistent with the LDC.
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.