

## AGENDA

REGULAR COUNCIL MEETING  
TUESDAY  
APRIL 7, 2015

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 BAROTZ	COUNCILMEMBER ORAVITS
COUNCILMEMBER BREWSTER	COUNCILMEMBER OVERTON
COUNCILMEMBER EVANS	COUNCILMEMBER PUTZOVA

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

**MISSION STATEMENT**

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

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

- A. **Consideration and Approval of Minutes:** City Council Regular Meeting of March 17, 2015; and the Special Meeting of March 20, 2015.

5. **PUBLIC PARTICIPATION**

*Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to*

*allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.*

**6. PROCLAMATIONS AND RECOGNITIONS**

None

**7. APPOINTMENTS**

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

None

**8. LIQUOR LICENSE PUBLIC HEARINGS**

None

**9. CONSENT ITEMS**

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

**A. Consideration and Approval of Grant Application and Acceptance upon Award:**

Arizona Governor's Office of Highway Safety (GOHS) Federal Fiscal Year 2016 for Police Department Applications for DUI Task Force, Youth Alcohol Prevention and Interdiction, Radar Units, Patrol Bicycles and Message Sign Board Grants.

**RECOMMENDED ACTION:**

Approve the application(s) and acceptance of an award to the Arizona Governor's Office of Highway Safety (GOHS) for grant funds for the Police Department in the amount of \$45,240 for DUI Task Force activities, \$44,160 for Youth Alcohol Prevention and Interdiction task force, \$11,459.34 for Handheld Radars, \$8,635.46 for Patrol Bicycles, and \$20,793.60 for Message Sign Board.

**10. ROUTINE ITEMS**

**A. Consideration and Adoption of Resolution No. 2015-10: A resolution of the Mayor and Council of the City of Flagstaff, Arizona approving the City of Flagstaff Housing Authority's 5-Year Plan and authorizing submission to the United States Department of Housing and Urban Development (HUD)**

**RECOMMENDED ACTION:**

- 1) Read Resolution 2015-10 by title only
- 2) City Clerk reads Resolution 2015-10 by title only (if approved above)
- 3) Adopt Resolution No. 2015-10

- B. Consideration and Acceptance of Proposal and Contracts and Adoption of Resolution No. 2015-13: Community Banking Program Services (***Approve contracts with Alliance Bank and adopt Resolution authorizing agents for financial transactions***)**

**RECOMMENDED ACTION:**

1. Accept the proposal and approve contracts with Alliance Bank of Arizona for a community banking program (CDARS Placement Agreement; CDARS Placement Agreement Supplement; Custodial Agreement; Custodial Agreement Amendment);
2. City Clerk to read Resolution No. 2015-13 by title only;
3. Adopt Resolution No. 2015-13.

- C. Consideration and Adoption of Resolution No. 2015-12: A resolution of the Council of the City of Flagstaff, Arizona declaring for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to the Road Repair and Street Safety Initiative. (Reimbursement resolution for the Road Repair and Street Safety Initiative).**

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2015-12 by title only
- 2) City Clerk reads Resolution No. 2015-12 by title only (if approved above)
- 3) Adopt Resolution No.2015-12

**RECESS**

**6:00 P.M. MEETING**

**RECONVENE**

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

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**11. ROLL CALL**

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

MAYOR NABOURS

VICE MAYOR BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

**12. PUBLIC PARTICIPATION**

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

**14. PUBLIC HEARING ITEMS**

- A. Public Hearing, Consideration and Adoption of Ordinance No. 2015-03:** Public hearing to consider proposed amendments to the Flagstaff City Code to add freight and trucking facility as a permitted use in the Research and Development (RD) zone. Specifically, Title 10, Zoning Code, Division 10-40.30 (Non-Transect Zones), Section 10-40.30.050 (Industrial Uses) and related amendments to Division 10-80.20 (Definition of Specialized Terms, Phrases, and Building Functions), specifically Sections 10-80.20.060 (Definitions, "F.") and 10-80.20.200 (Definitions, "T.") and first reading of Ordinance No. 2015-03.

**RECOMMENDED ACTION:**

At the Council Meeting of April 7, 2015

- 1) Hold public hearing
- 2) Read Ordinance No. 2015-03 for the first time by title only
- 3) City Clerk reads Ordinance No. 2015-03 for the first time by title only.

At the Council Meeting of May 5, 2015

- 4) Read Ordinance No. 2015-03 for the final time by title only
- 5) City Clerk reads Ordinance No. 2015-03 by title only (if approved above)
- 6) Adopt Ordinance No. 2015-03.

- B. Public Hearing, Consideration and Adoption of Annexation Ordinance No. 2015-02:**

An annexation ordinance extending and increasing the corporate limits of the City of Flagstaff by annexing land totaling approximately 135.91 acres located at 4100 & 4250 Kiltie Lane, establishing city zoning as RD (Research and Development) for 125.91 acres and HC (Highway Commercial) for 10 acres including right-of-way for Flagstaff Ranch Road and Kiltie Lane. ***(Annexation of property for W.L. Gore located on Kiltie Lane)***

**RECOMMENDED ACTION:**

At the April 7, 2015 Council Meeting

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2015-02 by title only for the first time
- 3) City Clerk reads Ordinance No. 2015-02 by title only for the first time (if approved above)

At the May 5, 2015 Council Meeting

- 4) Read Ordinance No. 2015-02 by title for the final time
- 5) City Clerk reads Ordinance No. 2015-02 by title for the final time (if approved above)
- 6) Adopt Ordinance No. 2015-02

**15. REGULAR AGENDA**

- A. Consideration and Adoption of Resolution No. 2015-02:** A resolution of the Mayor and Council of the City of Flagstaff, Arizona adopting the Community Reinvestment Plan (Community Reinvestment Plan)

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2015-02 by title only
- 2) Clerk reads Resolution No. 2015-02 by title only (if approved above)
- 3) Adopt Resolution No. 2015-02

- B. Consideration and Approval of Grant Application:** Arizona State Parks FY 2015 Recreational Trails Program Grant for Picture Canyon.

**RECOMMENDED ACTION:**

Approve the grant application to Arizona State Parks FY 2015 Recreational Trails Program for a total estimated project cost of \$128,506 (\$74,446 grant/ \$54,060 match).

**C. Consideration of Election Dates for Future Municipal Elections**

**RECOMMENDED ACTION:**

Direct staff to prepare a ballot question to the voters at the November 2015 Special Election for Charter amendments to hold municipal elections in the fall of even-numbered years on dates consistent with state law.

**16. DISCUSSION ITEMS**

None

**17. POSSIBLE FUTURE AGENDA ITEMS**

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

- A. Possible Future Agenda Item:** Request by Councilmember Evans to place a review and discussion of Senate Bill 1241 regarding a prohibition on the ban of plastic bags on a future agenda.
- B. Possible Future Agenda Item:** Request by Councilmember Oravits for an update on Code Enforcement’s roles and responsibilities.
- C. Possible Future Agenda Item:** Request by Councilmember Putzova to add a regularly scheduled section to the City Council Agenda titled “State Legislation Review and Discussion” when the State Legislature is in session.

**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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Date:** 03/31/2015  
**Meeting Date:** 04/07/2015



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**TITLE**

**Consideration and Approval of Minutes:** City Council Regular Meeting of March 17, 2015; and the Special Meeting of March 20, 2015.

**RECOMMENDED ACTION:**

Amend/approve the minutes of the City Council Regular Meeting of March 17, 2015; and the Special Meeting of March 20, 2015.

**EXECUTIVE SUMMARY:**

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

**INFORMATION:**

***COUNCIL GOAL***

8. Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and development

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**Attachments:** [03.17.2015.CCRM.Minutes](#)  
[03.20.2015.CCSM.Minutes](#)

**ALL ITEMS FROM THE 4:00 P.M. PORTION OF THIS MEETING HAVE BEEN MOVED TO THE 6:00 P.M. PORTION. THERE WILL BE NO 4:00 P.M. PORTION OF THE MARCH 17, 2015, MEETING.**

**Minutes begin at the 6:00 p.m. portion of the agenda.**

1. **CALL TO ORDER**

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

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2. **ROLL CALL**

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

MAYOR NABOURS

VICE MAYOR BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

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**

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**

**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**

**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.*

**10. ROUTINE ITEMS**

**RECESS**

**6:00 P.M. MEETING**

**RECONVENE**

Mayor Nabours called the meeting of March 17, 2015, to order at 6:00 p.m.

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

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

**11. ROLL CALL**

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

**PRESENT**

MAYOR NABOURS  
VICE MAYOR BAROTZ  
COUNCILMEMBER BREWSTER  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

**ABSENT**

COUNCILMEMBER EVANS (Excused)  
COUNCILMEMBER ORAVITS (Excused)

Others present: Interim City Manager Jeff Meilbeck and City Attorney Michelle D'Andrea.

**12. PUBLIC PARTICIPATION**

The following individuals spoke in support of the STEM program in Flagstaff and invited everyone to the STEM night at Killips School on Wednesday, April 1, 2015, from 5:30 p.m. to 7:30 p.m. They noted that last year they had between 5,000 and 6,000 people attend. This year it has gotten even bigger with over 70 businesses that will be there.

- Jeffrey Hall, representing Flagstaff 40
- Barbara Hickman, Flagstaff Unified School District Superintendent
- Karin Eberhard, Flagstaff Unified School District

At the end of the presentation Superintendent Hickman reported that she had just received word that the Coconuts had won the Chairman's Award for the sixth year in a row and would be on their way to St. Louis for their seventh year of competition.

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

- A. Consideration and Approval of Minutes** : City Council Joint Work Session with Coconino County Board of Supervisors held January 26, 2015; the City Council Work Session of February 24, 2015; and the City Council Regular Meeting of March 3, 2015.

**Moved by** Councilmember Scott Overton, **seconded by** Councilmember Eva Putzova to approve the minutes of the City Council Joint Work Session with Coconino County Board of Supervisors held January 26, 2015; the City Council Work Session of February 24, 2015; and the City Council Regular Meeting of March 3, 2015.

**Vote:** 5 - 0 - Unanimously

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

Councilmember Putzova stated that she and Vice Mayor Barotz were the Council Interview Team for this appointment, and while they only had one applicant, she was very much qualified.

**Moved by** Councilmember Eva Putzova, **seconded by** Vice Mayor Celia Barotz to appoint Anita Burns to the Personnel Board with a term expiring October 2017.

**Vote:** 5 - 0 - Unanimously

- C. Consideration and Approval of Contract:** Fixtures, Furnishings and Equipment, Video and Security System for the Innovation Mesa Business Accelerator and Secondary Emergency Operations Center (**Approve construction contract with Electronic Security Concepts LLC in the amount of \$234,202.00**).

**Moved by** Councilmember Karla Brewster, **seconded by** Councilmember Eva Putzova to approve the Construction Contract with Electronic Security Concepts LLC in the amount of \$234,202.00 and a 75 calendar day contract period; to approve Change Order Authority to the City Manager in the amount of \$23,420.00 (10% of contract amount) for unanticipated or additional items of work; and authorize the City Manager to execute the necessary documents.

**Vote:** 5 - 0 - Unanimously

- D. Consideration and Approval of Contract:** Consideration to award contract for Portable Chemical Toilets (***Enter contract with First Class Sanitation to supply and service portable chemical toilets***) .

**Moved by** Councilmember Scott Overton, **seconded by** Councilmember Karla Brewster to accept the lowest responsive and responsible bid from First Class Sanitation of Flagstaff, to supply and service Portable Chemical Toilets at the prices shown on the attached bid tabulation.

**Vote:** 5 - 0 - Unanimously

- E. Consideration and Approval of Contract:** Consideration to enter into the revised Arizona Mutual Aid Compact ("AZMAC"). (***Approve AZMAC***).

Pat Staskey, Flagstaff Fire Marshal, said that this was an amendment to a prior agreement which was last updated in 2011. There is no financial impact to the City, and included minor rewording.

Mayor Nabours said that he recently ran into someone from the Highland Fire Department who mentioned how important this agreement was. Mr. Staskey said there are many such agreements in the region and state; it is a very good mutual aid compact.

**Moved by** Councilmember Karla Brewster, **seconded by** Councilmember Scott Overton to approve the Arizona Mutual Aid Compact and authorize the Mayor to execute on behalf of the City of Flagstaff.

**Vote:** 5 - 0 - Unanimously

- F. Consideration of Audited Financial Reports:** Year ending June 30, 2014.

Finance Director Rick Tadder reported that the City's FY13 Financial Report received the national Recognition from the Government Finance Officers Association (GFOA) for their CAFR (Comprehensive Annual Financial Report) and this was their 20th year in a row.

Mr. Tadder briefly reviewed the report, noting that it, as well as past reports, are posted on the City's website. He thanked his staff, noting that it was a difficult year with a new financial system in place and meshing numbers was a challenge along with being short two accountants for most of the report period. He especially thanked Mary Ellen Pugh for her work.

Mr. Tadder said that the Audit Committee did its review in January and gave a unanimous review and approval.

Councilmember Putzova, the Council's representative on the Audit Committee, said that it was a very brief meeting. She said that the audit was very clean and she learned a lot. She said that one interesting thing, which was not part of the audit but was part of the introduction, was that Flagstaff's economy grew by 4%.

**Moved by** Councilmember Eva Putzova, **seconded by** Vice Mayor Celia Barotz to approve the June 30, 2014, Comprehensive Annual Financial Report and the Single Audit Report as recommended by the City of Flagstaff Audit Committee.

**Vote:** 5 - 0 - Unanimously

**14. PUBLIC HEARING ITEMS**

None

**15. REGULAR AGENDA**

- A. Consideration of Cancelling Regular City Council Meeting : April 21, 2015, due to budget scheduling.**

**Moved by** Councilmember Scott Overton, **seconded by** Councilmember Karla Brewster to cancel the April 21, 2015, Regular Council Meeting.

**Vote:** 5 - 0 - Unanimously

**16. DISCUSSION ITEMS**

- A. Report on City Council Legislative Trip to Washington, D.C.**

Deputy City Manager Josh Copley said that he was there to give a brief report back on their recent legislative trip to Washington D.C. that occurred during February 25-27, 2015. He said that it was a success in that all of the outcomes they expected to achieve were achieved. In a Washington D.C. that is characterized by busy meetings they were able to meet with both senators and representatives and various staff persons they wanted to meet. Those things that the community has expressed an interest in, such as Rio de Flag and Forest Health, were chief among the things brought to Washington D.C. They were able to meet with staff in the Office of Management and Budget and staff at the Army Corps of Engineers. They received commitments from staff that they would continue to pursue the requests made of them. He said that it was conveyed that the fact that the Mayor of Flagstaff and two councilmembers had come all the way to Washington D.C. to convey the importance of the Rio de Flag spoke volumes to them on their commitment level and believe they really appreciated that. The City's entire delegation expressed their support and continued commitment in respect to Rio de Flag. Most significantly among that was the request for additional funding to complete 100% plans.

Councilmember Brewster said that she had been there before, and it was the same--going from meeting to meeting. There was no time to be a tourist and the weather was cold. She said that they never come home with a check, but they cannot expect that, and they did get some good hearings with promises to look into issues and follow through.

Vice Mayor Barotz asked if they could speak to anything that was disappointing. Mayor Nabours said that they addressed all seven issues:

- Rio de Flag Flood Control Project
- Red Gap Ranch Pipeline
- Flagstaff Watershed Protection Project
- Fourth street/I-40 Bridge & Lone Tree Interchange Project
- Flagstaff Land Conveyance & Economic Development Act
- Flagstaff Pulliam Airport improvements
- Flagstaff Veteran Facility.

He said that the most frustrating of the list is the Rio de Flag. It seems like it is one issue after another, after another, but they keep pushing it along. He believed that what they did

accomplish was to keep that project moving. He said that when they are back there they see that there are thousands of projects in the country and they are all wanting something. If they do not keep theirs at the forefront, one can see how it will fall off the radar.

Mayor Nabours said that in the way of good news, there is some precedence with the issue the City has run into on the railroad property. It takes an Act of Congress to remove the provision and they have good help with that. The City's lobbyist has drafted the bill and it has been received by Ann Kirkpatrick who will sponsor the bill. They met with the committee that will address the bill and Senator Flake is carrying it on the Senate side. It looks like that bill will make its way through and that alone is worth the trip.

Additionally, he said that they planted the seed on the overpass at I-40 and Fourth Street. He said that they are always received well at the Department of Agriculture, USFS, and the Under Secretary there is very familiar with the thinning project and 4FRI. They very much want some significant action there that they can point to that shows the rest of the country what partnerships can be done.

Mayor Nabours said that they had a great meeting with their representative at the Federal Aviation Administration. He said that the City has been asking them to pave the road in front of the airport, but it has always been a low priority. He informed him that the City had passed a sales tax that includes paving that road and he was thrilled to hear that.

He said that everyone is supportive of the Veterans facility and that will probably take some congressional action in the future, but they planted to seed and laid the groundwork.

Vice Mayor Barotz asked about the Red Gap project. Mayor Nabours said that last year they had talked with the Federal Highway Administration about that and they have now deferred to the State, so it is now a state issue. He said the Representative Kirkpatrick and Senator Flake are both aware of the water issue and most of that discussion was more about how it was going. Mr. Copley said that they told them they thought it was going well and thought they had a path to move this forward.

**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**

Ms. D'Andrea said that they found out earlier in the day that the Supreme Court has denied the State's request to review the Tucson v. State case which means for the City they get to control when its elections occur.

**19. ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held March 17, 2015, adjourned at 6:31 p.m.

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MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

CERTIFICATION

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

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on March 17, 2015. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of April, 2015.

\_\_\_\_\_  
CITY CLERK

**1. Call to Order**

Mayor Nabours called the Special Meeting of March 20, 2015, to order at 2:30 p.m.

**2. Roll Call**

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

PRESENT

ABSENT

MAYOR NABOURS  
VICE MAYOR BAROTZ  
COUNCILMEMBER BREWSTER  
COUNCILMEMBER ORAVITS  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA (telephonically)

COUNCILMEMBER EVANS (Excused)

Others present: Interim City Manager Jeff Meilbeck and City Attorney Michelle D'Andrea

**3. Discussion / direction on City Manager recruitment process.**

Human Resources Manager Shauna Fisher introduced Stuart Satow, the consultant who is working with the City to recruit a new City Manager.

Mr. Satow provided a PowerPoint presentation (attached) which summarized what he had heard in feedback from Leadership, the Employee Advisory Committee (EAC) and the individual Council members.

In referring to the slide that indicated the commonalities, Vice Mayor Barotz said that she did not feel it was appropriate to list an individual project but rather key issues since it was the job of a city manager to understand that the manager implements the policies adopted by the Council.

Mayor Nabours suggested that they include wording that the city manager would have the opportunity to complete projects they now have in place, such as the USFS thinning, watershed project, Rio de Flag, Courthouse, etc. Mr. Satow said that he could get that list from staff.

Vice Mayor Barotz said that she had visited the website for the consultant and viewed some of the other brochures. She said that she could see them being similar in speaking to their management style, but different in the category of specific skills and experience.

Councilmember Oravits said that he was not as interested in addressing management style; he just wants someone that can get the job done. Vice Mayor Barotz said that they should be sensitive in ensuring they do not hire someone that will disempower their entire staff, but rather energize and empower the staff. Their management style matters.

Vice Mayor Barotz said that the information she could relate to is the latter part and she would encourage him to make sure that the diverse opinions reflected by Leadership and the EAC are represented equally in the brochure.

Mayor Nabours said that Mr. Satow has spent a few days getting input from various groups, and he asked him if he has gleaned from them that Flagstaff is looking for a city manager different from what Mesa, Arizona or Denver, Colorado might be looking for. Mr. Satow said that there are a lot of common themes, but there are things specific to Flagstaff that they need to communicate to candidates, such as it being in a growth phase and emerging into a midsize community with real city problems. Additionally, they would be working with a community that has differences of opinion and natural resources, with the potential for Mother Nature to affect their city due to natural disasters.

Mr. Satow said that the first thing they will do is include information about the City and the area, identifying the amenities, and staff is helping them with that. He said that the second part is to provide information about the government. Then they will go into specifics about the position itself.

Councilmember Putzova added that it should be a seasoned professional and seasoned manager. She is not interested in just getting things done, but wants to know how they are going to get it done, building partnerships and empowering employees to do their jobs. She would also like to see a good outreach to women and minorities.

Mr. Satow said that he would prepare the information and send a draft document for review before finalizing it. He then reviewed the proposed draft schedule, noting that interviews would be around the week of June 22, and as they get closer they will talk about how that process looks.

Vice Mayor Barotz said that they should consider a subcommittee to travel to the community from where the applicant is coming and talk to both Council members and mid-level staff.

Mr. Satow said that they would be looking to have someone in place by the middle of August.

No public comment was received.

#### **4. Adjournment**

The Special Meeting of the Flagstaff City Council held March 20, 2015, adjourned at 3:06 p.m.

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Mayor

ATTEST:

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City Clerk

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Gregory Jay, Police Sergeant  
**Co-Submitter:** Stacey Brechler-Knaggs, Grants Manager  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015



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**TITLE:**

**Consideration and Approval of Grant Application and Acceptance upon Award:** Arizona Governor's Office of Highway Safety (GOHS) Federal Fiscal Year 2016 for Police Department Applications for DUI Task Force, Youth Alcohol Prevention and Interdiction, Radar Units, Patrol Bicycles and Message Sign Board Grants.

**RECOMMENDED ACTION:**

Approve the application(s) and acceptance of an award to the Arizona Governor's Office of Highway Safety (GOHS) for grant funds for the Police Department in the amount of \$45,240 for DUI Task Force activities, \$44,160 for Youth Alcohol Prevention and Interdiction task force, \$11,459.34 for Handheld Radars, \$8,635.46 for Patrol Bicycles, and \$20,793.60 for Message Sign Board.

**Executive Summary:**

This Staff Summary seeks approval and acceptance of the grant applications to GOHS for the Flagstaff Police Departments. We are seeking grant funds in the amount of \$45,240.00 for the DUI Task Force, \$44,160.00 for Youth Alcohol and Prevention and Interdiction, \$11,459.34 for 10 Radar units, \$8,635.46 for 4 patrol bicycles and \$20,793.60 for a message sign board. Without monies allocated by the FY 2016 grant to the Flagstaff Police Department, monies needed to pay scheduled overtime for activities to prevent and control crime may not be available in the City's annual budget. There is no match requirement for this grant.

**Financial Impact:**

There is no significant financial impact to the Flagstaff Police Department in terms of expenditures. The expenditures will be budgeted in FY 2016 in 001-04-062-6069 with 100% offset in grant revenue.

**Connection to Council Goal and/or Regional Plan:**

Effective governance

**Has There Been Previous Council Decision on This:**

Yes, Council has accepted prior-year funded GOHS grants for the Police Department.

**Options and Alternatives:**

- Approve the Grant Application(s)
- Disapprove the Grant Applications(s)

**Background/History:**

The Flagstaff Police Department considers any loss of life or limb to a drug or alcohol-related, motor vehicle accident unacceptable. We have conducted both in-service and advanced officer training in D.U.I. detection. We have a longstanding tradition of aggressive D.U.I. interdiction and enforcement. Every officer in our organization is held accountable to D.U.I. arrest standards. This is done in the interest of protecting life and property through collision reduction. Our interdiction efforts have further been supported with D.U.I. overtime operations such as task force patrols, and directed patrols on weekends and holidays. These efforts are staffed by officers on overtime to enhance effectiveness. Without the financial resources provided for by DUI Task Force grant application, it is difficult, if not impossible, to staff these operations with on-duty officers as they have primary responsibility to respond to all manner of calls for service during their shift.

The Youth Alcohol Prevention and Interdiction grant application fits in with our mission to protect and preserve life and property. The Flagstaff Police Department has a zero tolerance policy towards alcohol-related crimes including: driving under the influence, minor consumption, misrepresentation of age to purchase alcohol, and contributing to the delinquency of a minor. Related to these ends, the FPD expects each of its patrol officers to proactively engage in the arrest of liquor violations. Flagstaff Police Department officers are typically attached to patrol squads that work during the evening and night time hours. During their shift, these officers are responsible for answering calls for service while remaining vigilant for alcohol violations. However, we feel that we have the potential to be even more effective and have a greater impact in the area of underage drinking enforcement during known times and locations when these types of violations are more likely to occur. Our proposal concerns the granting of overtime reimbursement funds for directed patrol efforts for the enforcement of underage drinking laws, as well as an educational component.

The Flagstaff Police Departments grant application for the purchase of 10 radars will assist our officers in achieving our mission of keeping our streets safe. Studies of accident causes within the city of Flagstaff have historically shown speed not reasonable and prudent as the most frequent causal factor of collisions. Increased enforcement of speed statutes benefits the public by directly addressing the primary cause of accidents within our community. The most efficient way to enforce these statutes is through the implementation of a radar enforcement program. These radar units will directly assist the officers in lowering the number of speed related accidents. This in turn would result in better protection of life as well as a reduction of injuries and property damage from speed related collisions.

The consideration for grant assistance in the purchase of 4 patrol bicycles and related equipment would greatly increase our effectiveness in patrolling difficult areas of Flagstaff. These bicycles would be used regularly by officers addressing pedestrian and bicycle violations occurring within the downtown and south side areas of Flagstaff. The city has a vibrant downtown area frequented often by a large pedestrian and bicycle population. This area presents unique traffic enforcement challenges due to the congested nature of the downtown area. This congestion is due to the historic layout of streets, the frequency of one way only streets, as well as having Northern Arizona University located immediately south of the historic downtown area. Because of the volume of foot and bicycle use of the roadways in this area, traffic violations are not uncommon. Last year there were 80 accidents involving bicyclists. The most efficient way to enforce traffic statutes pertaining to pedestrians and bicyclists is through the implementation of a bicycle patrol program. Having police officers enforce traffic regulations on bicycle gives the officer the ability to negotiate the congested downtown area and make contact with violators for educational and enforcement purposes. This education and enforcement will result in better protection life as well as a reduction of injuries through a reduction of collisions.

Lastly, the Flagstaff Police Department is requesting grant assistance for the purchase of a message sign board. We are requesting a portable message signboard to serve as a vital tool in our comprehensive road safety program. Portable message signboards are an important tool to provide traffic information to motorists. These signs advise motorists of traffic incidents or construction ahead so they can consider alternate routes. Having the ability to provide real-time information about incidents, traffic, roadwork, and weather or pavement conditions is beneficial for all motorists and could aid in driver safety and traffic flow. This in turn would result in better protection life as well as a reduction of injuries and property damage from collisions.

**Key Considerations:**

The law-abiding citizens of our community expect and deserve our streets and neighborhoods to be places where they feel safe. The approval of these grant applications allow us to seek additional resources to help us reduce collisions by removing impaired drivers, conducting underage alcohol prevention/education, reducing speed related collisions with the use of radar enforcement, educating and enforcing bicycle laws and warning traveling motorists with appropriate signage. The numerous letters and comments the Police Department receives from citizens reinforce this goal.

**Community Benefits and Considerations:**

The Police Department grant applications will assist the Flagstaff Police Department to prevent and control crime, administer justice, and assist crime victims.

**Community Involvement:**

Inform

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- Attachments:**     [2016 GOHS DUI Grant](#)  
                              [2016 GOHS Youth Alcohol](#)  
                              [2016 GOHS Radars](#)  
                              [2016 GOHS Bicycle Grant](#)  
                              [2016 GOHS Message Board Grant](#)



City of Flagstaff  
Flagstaff Police Department  
Grant Proposal

Driving Under the Influence Task Force



CONTACT INFORMATION:

AGENCY NAME: City of Flagstaff on behalf of the Flagstaff Police Department

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COUNTY: Coconino

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PROJECT MANAGER: Stacey Brechler-Knaggs (City of Flagstaff Grants Manager)

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## Proposal Summary

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

### D.U.I. TASKFORCE OPERATIONS

The Flagstaff Police Department, in partnership with our local community, is interested in obtaining grant funding to pay for officer overtime activities associated with increased D.U.I. enforcement. The mission of the Flagstaff Police Department is to preserve life and property. One of our departmental goals is to make our city streets safer by reducing traffic-related injuries and fatalities. We feel that this can best be accomplished by increasing D.U.I. awareness through education about the dangers of driving under the influence and by directed enforcement activities that remove impaired drivers from our streets. The Flagstaff Police Department is committed to making our city streets safer for motorists, bicyclists and pedestrians. Drunk drivers present a real threat to the safety of all persons on or near the highway. The costs associated with the loss of human life, injuries and property damage is an enormous burden on our community. The total amount requested for the D.U.I. Task Force is \$45,240.00.

### Background/Problem

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The City of Flagstaff is the county seat of Coconino County. The city sits at approximately 7000 feet above sea level; at this altitude weather conditions significantly effect driving. Snow, rain, wind and fog frequently contribute to hazardous road conditions and collisions. These facts are amplified when impaired drivers are thrown into the mix. Statistical information for vehicles registered in Flagstaff is currently unavailable. However, the Arizona Department of Transportation indicated approximately 172,932 are registered in Coconino County. This does not necessarily include the vehicles registered to the 19,320 plus students enrolled at Northern Arizona University and doesn't consider our high volume tourist related traffic. The majority of registered vehicles can be associated with Flagstaff and the surrounding commuter communities.

### Streets and highways:

With a major University located in our city, both summer and winter tourist activity, we have a large volume of commuter and tourist vehicle traffic. Major roadways within our community include: Interstate 17, Interstate 40, U.S. Highway 89, U.S. Highway 180, and Historic Route 66. There are approximately 35 miles of state owned highways in the City of Flagstaff. These highways account for large numbers of interstate vehicles in transit. The local economy is dependant on tourism. The City of Flagstaff contains approximately 65 square miles, which is serviced by approximately 634 lane miles of surfaced roadways. The major commuter accessible corridors account for approximately 20 miles of road surface. The majority of impaired drivers either interdicted or arrested after being involved in a collision are found on these roads.

## Problem Statement

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding.

Identify the Problem or Deficiency:

In keeping with our mission to protect citizens, and in conjunction with area D.U.I. taskforce operations, the Flagstaff Police Department expects each of its patrol officers to proactively engage in the arrest of drunk drivers. These police officers are typically attached to patrol squads that work during the evening and nighttime hours. During their shift, these officers are responsible for answering calls for service while remaining vigilant for D.U.I. offenders.

Prior to July 2012 there was not an existing DRE program within the Flagstaff Police Department. In 2012, we trained 3 DRE officers and 6 more in February 2015 bringing our total up to 9. Since 2012 there have been 237 D.U.I drug arrests in Flagstaff. In 2012 there were 101 D.U.I drug arrests and only 12 DRE evaluations conducted. In 2013 there were 74 D.U.I drug arrests and 18 evaluations. In 2014 there were 62 D.U.I drug arrests and 56 of those were evaluated. Out of those 237 D.U.I drug arrests 63 were under age. The increase in evaluations is due to two of the DRE's becoming instructors and being more aggressive with the D.U.I drug arrests. Over the last three years out of the 237 D.U.I drug arrest only 86 have had evaluations done. With the ever changing medical marijuana laws and the new ruling of Carboxy not being allowed for impairment there is a greater need for DRE trained officers to respond and conduct an evaluation to call a drug category. With overtime funds we would have the ability to call out DRE'S to assist in impaired drivers under influence of drugs along with serious injury collisions and fatalities where drugs may be a factor. This will help identify D.U.I drug offenders that were not previously detected and assist with developing a strong case to aide in prosecution.

During this three year period, we had 64 injury collisions and 1 fatal collision that were alcohol related, 236 injury collisions were speed related out of 1,158 total injury accidents. This shows that 5.6% of our injury collisions are alcohol related, and 20% are speed related, which we feel is unacceptable. We feel there is a direct correlation between the removal of impaired drivers from the roadways and the reduction of alcohol and/or drug related injury or fatality motor vehicle accidents. Our proposal concerns the granting of overtime reimbursement funds for directed patrol efforts at interdiction of impaired drivers by alcohol or drugs. As listed above, our officers have achieved some success to date while working regular shifts and handling responsibilities for all calls for service. We would like to deploy enforcement specific officers, specifically on special weekends and holidays where an increase in impaired driving can be anticipated.

## TRAFFIC DATA SUMMARY – LAW ENFORCEMENT

Description	(If Available) 2014	2013	2012
TOTAL FATAL COLLISIONS	<b>3</b>	<b>3</b>	<b>6</b>
TOTAL INJURY COLLISIONS	<b>411</b>	<b>352</b>	<b>395</b>
TOTAL COLLISIONS INVESTIGATED	<b>2,543</b>	<b>2,554</b>	<b>2,630</b>
ALCOHOL-RELATED FATALITIES	<b>0</b>	<b>0</b>	<b>1</b>
ALCOHOL-RELATED INJURIES	<b>28</b>	<b>19</b>	<b>17</b>
SPEED-RELATED FATALITIES	<b>0</b>	<b>0</b>	<b>0</b>
SPEED-RELATED INJURIES	<b>37</b>	<b>100</b>	<b>99</b>
PEDESTRIAN FATALITIES	<b>3</b>	<b>2</b>	<b>2</b>
PEDESTRIAN INJURIES	<b>43</b>	<b>28</b>	<b>32</b>
BICYCLE FATALITIES	<b>0</b>	<b>0</b>	<b>1</b>
BICYCLE INJURIES	<b>54</b>	<b>42</b>	<b>64</b>
TOTAL DUI ARRESTS	<b>600</b>	<b>622</b>	<b>840</b>
TOTAL MISDEMEANOR DUI ARRESTS	<b>505</b>	<b>531</b>	<b>725</b>
TOTAL AGGRAVATED DUI ARRESTS	<b>119</b>	<b>122</b>	<b>155</b>
TOTAL EXTREME DUI .15 ARRESTS	<b>227</b>	<b>257</b>	<b>337</b>
TOTAL DUI DRUG ARRESTS	<b>62</b>	<b>74</b>	<b>101</b>
TOTAL DRE EVALUATIONS	<b>56</b>	<b>18</b>	<b>12</b>
SOBER DESIGNATED DRIVERS CONTACTED	<b>Unknown</b>	<b>Unknown</b>	<b>Unknown</b>
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	<b>431</b>	<b>470</b>	<b>747</b>
UNDERAGE DUI ARRESTS	<b>31</b>	<b>46</b>	<b>61</b>
UNDERAGE DUI-DRUG ARRESTS	<b>13</b>	<b>26</b>	<b>24</b>
TOTAL AGENCY CITATIONS	<b>8,565</b>	<b>9,891</b>	<b>10,410</b>
CRIMINAL SPEED CITATIONS	<b>13</b>	These three categories of citations will be broken down by statute starting in mid – 2013 Calendar year	
AGGRESSIVE DRIVING CITATIONS	<b>14</b>		
CIVIL SPEED CITATIONS	<b>1,444</b>		
OTHER CITATIONS*	<b>6,381</b>	<b>7,571</b>	<b>8,568</b>
RED LIGHT RUNNING CITATIONS	<b>495</b>	<b>386</b>	<b>307</b>
SEAT BELT CITATIONS	<b>132</b>	<b>160</b>	<b>271</b>
CHILD SAFETY SEAT CITATIONS	<b>86</b>	<b>141</b>	<b>154</b>

\*2011 & 2012 'Other Citations' statistics include Speed

## Attempts to Solve Problem

Identify past attempts to solve the problem identified in your proposal.

The Flagstaff Police Department considers any loss of life or limb to a drug or alcohol-related, motor vehicle accident unacceptable. Our desire is to combat this situation by incorporating community-oriented policing and Comp Stat strategies into our patrol and enforcement efforts. We have a long standing tradition of aggressive D.U.I. interdiction and enforcement. Every officer in our organization is held accountable to D.U.I. arrest standards. Each officer working a night shift is expected to make at least three D.U.I. arrests per month to achieve a standard performance rating. This is done in the interest of protecting life and property. We have conducted both in-service and advanced officer training in D.U.I. detection by alcohol and drugs. Past patrol efforts to resolve this community challenge have proven very successful, with demonstrable reductions in vehicle collisions where alcohol was a factor. These efforts have been supported with D.U.I. overtime operations such as task force patrols, and directed patrols on weekends and holidays. These efforts are staffed by officers on overtime to enhance effectiveness. Without these approaches it is difficult, if not impossible, to staff these operations with on-duty officers as they have primary responsibilities to respond to a variety of calls for service during their shifts.

The average D.U.I. arrest rate for a community of our size based on data from the ICMA Comparative Performance Measurement FY 2012 Data report was 4.1 D.U.I. arrests per 1,000 population. Our tenacious efforts led to 600 D.U.I. arrests in 2014 which works out to an arrest rate of 9.23 D.U.I. arrests per 1,000 population. This was double the number of arrests which most communities of our size are reporting. Comparative data has not yet been released for 2014. However, we suspect our arrest rate of 9.23 D.U.I. arrests per 1,000 population will still be double that of comparative communities based on our aggressive enforcement (600 D.U.I. arrests, 65,000 population, = 9.23 D.U.I. arrest rate).

Despite the aggressive D.U.I. arrest rate, we feel that we have the potential to be even more effective and have a greater impact in the area of total D.U.I. detection and apprehension during peak hours. For the three-year period of 2012 through 2014, the Flagstaff Police Department made a total of 2,062 D.U.I. arrests. During this same period, the department had a total of 7,727 motor vehicle collisions. This accident total includes 1,158 state collisions where injuries were reported and 12 state collisions where fatalities were reported. For the years 2013 and 2014 the Flagstaff Police Department issued 3,370 civil speed citations, 16 of which were issued for aggressive driving and 23 for criminal speed.

## Project Objectives

Our objective is to significantly reduce drug and alcohol impaired driving in the Flagstaff community by emphasizing traffic-related enforcement:

### D.U.I. Enforcement Program:

- D.U.I. enforcement officers specifically detailed to detect and apprehend impaired drivers during strategic times during target days
- Two officers would be assigned on Thursday, Friday, and/or Saturday nights from 9:00pm until 3:00am until grant funds have been depleted
- Holiday D.U.I. enforcement: Officers would be assigned to D.U.I. enforcement during holiday weekends that are characterized by an increase in traffic fatalities and injuries associated with impaired driving. These holiday weekends include (but are not limited to) New Years Eve, Labor Day, St. Patrick's Day, the Memorial Day Weekend, 4th of July and two annual graduation weekends for Northern Arizona University. This holiday enforcement would continue until grant funds have been depleted
- D.U.I. enforcement officers will be vigilant for safety belt and child restraint violations
- DRE trained officers for evaluations when situations dictate and in serious injury or fatal collisions

### October 1, 2015 – December 31, 2015

#### ENFORCEMENT:

Holiday Task Force Patrols for Thanksgiving Weekend, December Holiday Weekend, and New Years Holiday Weekend, with five additional task force patrols

#### EDUCATION/PREVENTION:

Officers will attend 3 D.U.I. impact panels (6 hrs.)

Conduct a two hour presentation at the Law Enforcement Citizens Academy

Six hours performing outreach at various city sponsored events

### January 1, 2016- March 31, 2016

#### ENFORCEMENT:

Five Task Force Patrols, including St. Patrick's Day and Spring Break

#### EDUCATION/PREVENTION:

Officers will attend 3 D.U.I. impact panels (6 hrs.)

Six hours performing outreach at various city sponsored events

### April 1, 2016 – June 30, 2016

#### ENFORCEMENT:

5 Task Force Patrols to include; Prom weekend, end of semester, graduation and Memorial Day

#### EDUCATION/PREVENTION:

Officers will attend 3 D.U.I. impact panels (6 hrs.)

2 hour presentation at the Law Enforcement Citizens Academy

6 hours performing outreach at city sponsored events

8 hours staffing the graduation night alternative alcohol free venue

### July 1, 2016 –September 30, 2016

#### ENFORCEMENT:

5 task force patrols, including 4th of July and Labor Day Weekend

#### EDUCATION/PREVENTION:

Officers will attend 3 D.U.I. impact panels (6 hrs.)

6 hours performing outreach at various city sponsored events  
24 hours of alcohol abuse prevention outreach for the Coconino County Fair  
Five 2 hour blocks for outreach at city sponsored Concerts in the Park

#### Method of Procedure

Detail how your agency will solve the problem and meet the objectives you have set.

Our objective is to mitigate impaired driving to the best of our ability, with what resources are available. We aspire to achieve this objective by educating the community at large about the dangers of impaired driving, and by advertising our directed patrol efforts targeting impaired driving, via local media outlets. We have taken a three pronged approach to do so which includes DUI prevention and education, community based initiatives, and aggressive enforcement.

#### DUI prevention and education:

- DUI Prevention starts with Officers conducting presentations at the driver's education classes which are held in our local high schools
- Prior to Prom weekend Officers spend several hours at the local high schools speaking about the unintended consequences of drinking and driving
- DRE trained officers to conduct education in DITEP to teachers at local schools
- Officers also conduct bi-annual presentations to our citizen's academy on DUI investigations and the dangers of impaired driving
- The FPD has met with our Downtown Bar Association prior to the holidays to educate them on Title 4 laws and our zero tolerance policy towards alcohol related violations. We teamed up with the NACASA, who educated bar employees about date rape and club drugs, to help prevent sexual assaults.
- Officers conduct community outreach presentations at monthly DUI Impact Panels and staff educational booths during city special events throughout the year

#### Community Partner Initiatives:

- In 2005 the FPD partnered with the City, County, Navajo Nation, Guidance Center, and other community leaders to establish the Alcohol Stabilization Unit, which is a detoxification facility that promotes short and long term treatment for alcoholism
- The CCSO Jail now offers an in-custody rehabilitation (EXODUS) program for DUI offenders.
- Coconino County has also established a DUI and Drug court to hold offenders more accountable and get them more specialized sanctions and treatment options
- The CCJCC is currently working with multiple community partners to maintain a Serial Inebriate program further help with treatment and accountability for those addicted to alcohol

#### Aggressive Enforcement:

- The FPD has made removing impaired drivers one of its highest priorities, which supports its mission of protecting and preserving life and property
- All FPD patrol officers are held accountable to our minimum performance standards of three DUI arrests per month while working a night shift
- Patrol supervisors are diligent in seeking out DUI detection training for their officers, including training in HGN, DUI detection, ARIDE, DRE and how to write search warrants to draw blood on DUI investigations
- The FPD has taken advantage of phlebotomy training, and currently has 7 officers trained in drawing blood

-In July 2012, 3 officers with the FPD completed training and received certification in DRE. In February 2015, 6 officers completed DRE training bringing the departments total to 9

#### Performance Measures

With the added resources from the Governor's Office of Highway safety, our goals are as follows:

- To reduce the total number of alcohol related accidents by 5% this year. Our three year average was 75 alcohol related accidents for the years of 2012, 2013, and 2014. Our goal is to have less than 71 in 2015 and 67 in 2016.

-To reduce the number of alcohol injury accidents by 5% as well. Our three year average was 21 alcohol related injury accidents for the years of 2012, 2013 and 2014. Our goal is to have less than 20 in 2015 and 19 in 2016.

- Our D.U.I. goal for calendar year 2015 is 687 arrests. This will be an increase of 87 arrests for 2015 from the 600 D.U.I. arrests made in 2014.

- To conduct at least four educational or prevention events by the end of each quarter.

- To conduct a minimum of four task force events by the end of each quarter

If approved the funds from this grant will allow us to further our prevention, education, enforcement and ultimately help us reach our goal of making our streets safer.



## Schedule B-1 – Budget Narrative

Please include a narrative explanation and justification of individual expenditures outlines in the Schedule B budget estimate.

### D.U.I. TASKFORCE OPERATIONS

1) Weekly Special Traffic Enforcement Program: (Thursday, Friday and /or Saturday nights)

- \$60 per hour x 2 officers x 12 hrs per week x 20 weeks = \$28,800

2) Holiday D.U.I. Task Force Patrols, Including:

July 4th Weekend,

- \$60 per hour x 2 officers x 6hrs per day x 3 days =\$2,160.00

Labor Day Weekend,

- \$60 per hour x 2 officers x 6hrs per day x 3 days =\$2,160.00

Thanksgiving Day Weekend

- \$60 per hour x 2 officers x 6 hours per day x 3 days =\$2,160.00

December Holiday Weekend

- \$60 per hour x 2 officers x 6 hours per day x 3 days =\$2,160.00

New Years Weekend

- \$60 per hour x 2 officers x 6 hours per day x 3 days =\$2,160.00

3) D.U.I. Prevention Outreach

- Quarter 1- \$60 Per hour X 14 hours = \$840
- Quarter 2- \$60 Per hour X 12 hours = \$720
- Quarter 3- \$60 Per hour X 22 hours = \$1320
- Quarter 4- \$60 Per hour X 46 hours = \$2760

### Totals:

Total Weekly Special Traffic Enforcement Program patrols = 28,800

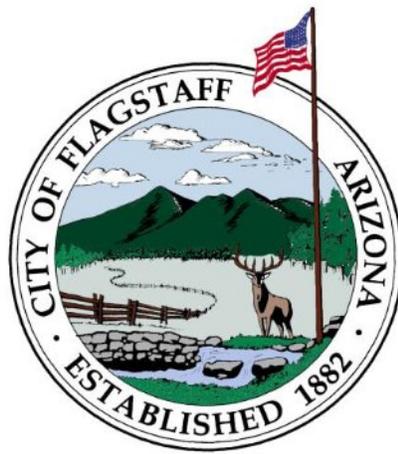
Total Holiday D.U.I. Task Force Overtime Patrols = \$10,800

Total D.U.I. Prevention Outreach = \$5,640

TOTAL GRANT REQUEST =\$45,240

## Attachments

A resolution from your agency's board of supervisors or city/town council will be included in this section.



City of Flagstaff  
Flagstaff Police Department  
Grant Proposal

Youth Alcohol Prevention and Interdiction



CONTACT INFORMATION:

AGENCY NAME: City of Flagstaff on behalf of the Flagstaff Police Department

ADDRESS: 911 E. Sawmill Road

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COUNTY: Coconino

PHONE: 928-774-1414

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EMAIL: [dmusselman@coconino.az.gov](mailto:dmusselman@coconino.az.gov)

PROJECT DIRECTOR: Police Chief Kevin D. Treadway

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EMAIL: [ktreadway@coconino.az.gov](mailto:ktreadway@coconino.az.gov)

PROJECT ADMINISTRATOR: Deputy Chief Dan Musselman

PHONE: 928-679-4068

EMAIL: [dmusselman@coconino.az.gov](mailto:dmusselman@coconino.az.gov)

And/or

PROJECT MANAGER: Stacey Brechler-Knaggs (City of Flagstaff Grants Manager)

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FISCAL/FINANCIAL CONTACT: Brandi Suda

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## Proposal Summary

The Flagstaff Police Department (FPD) respectfully requests \$44,160.00 in grant funds from the Arizona Governor's Office of Highway Safety for the purpose of educating youth on the dangers of alcohol and enforcing underage drinking laws. This enforcement campaign will continue once the grant funds are awarded and we receive authorization to proceed.

### Background/Problem

The City of Flagstaff is the county seat of Coconino County. The city sits at approximately 7000 feet above sea level; at this altitude weather conditions significantly effect driving. Snow, rain, wind and fog frequently contribute to hazardous road conditions and collisions. These facts are amplified when impaired drivers are thrown into the mix. Statistical information for vehicles registered in Flagstaff is currently unavailable. However, the Arizona Department of Transportation indicated 172,932 are registered in Coconino County. This does not necessarily include the vehicles registered to the 19,320 plus students enrolled at Northern Arizona University and does not consider our high volume of tourist related traffic. The majority of registered vehicles can be associated with Flagstaff and the surrounding commuter communities.

### Streets and highways:

With a major University located in our city, both summer and winter tourist activity, we have a large volume of commuter and tourist vehicle traffic. Major roadways within our community include: Interstate 17, Interstate 40, U.S. Highway 89, U.S. Highway 180, and Historic Route 66. There are approximately 35 miles of state owned highways in the City of Flagstaff. These highways account for large numbers of interstate vehicles in transit. The local economy is dependant on tourism. The City of Flagstaff contains approximately 65 square miles, which is serviced by approximately 634 lane miles of surfaced roadways. The major commuter accessible corridors account for approximately 20 miles of road surface. The majority of impaired drivers either interdicted or arrested after being involved in a collision are found on these roads.

### Problem Statement

The City of Flagstaff has a visible underage population with there being 2 college campuses within the city limits; NAU and CCC. In addition to the two public high schools, there are also several charter schools. In Flagstaff, health, social and economic problems result from the use of alcohol by underage drinkers. Each year we experience a large amount of underage house parties that result in quality of life issues for law abiding citizen's within the community. This grant proposal will provide information on underage alcohol arrests in Flagstaff for the last three years. It will show the traditional and non-traditional strategies we have used to try and address the problem, and provide a breakdown of how these grant funds will be used in the future. For the years 2012 through 2014 the following statistics are provided. These figures represent alcohol related arrests made by officers of FPD for persons less than 21 years of age.

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Underage DUI arrests	11	27	32
Underage DUI-Drug arrests	5	13	13
Underage Liquor Violations	721	495	475

The direct and collateral consequences of underage drinking can't be over stated. These consequences include medical care, work loss, and anguish caused by the behavioral problems associated with the use of alcohol by underage drinkers. Underage drinking causes multiple problems including injuries, homicides, suicides, sexual assault, date rape, and other criminal behavior. The FPD is determined to provide a safe environment for our citizens by increasing law enforcement efforts in the areas of education and enforcement of underage drinking laws.

We would continue to deploy enforcement specific officers, specifically on weekends, holidays and specific school events/holidays/vacations where an increase in youth liquor violations are more likely to occur. The snapshot of the underage drinking problem in Flagstaff is apparent in looking at a study on social norms conducted in 2011. In 2011, the Coconino County Alliance Against Drugs in collaboration with Citizen's Against Substance Abuse and Flagstaff Unified School District (FUSD) conducted a survey on FUSD students and found the following disturbing trends:

- 17.8 % of youth tried alcohol before the 6<sup>th</sup> grade (16.6% in 2010)
- Grades 7, 8, 9 and 10 documented the highest percentages of onset of alcohol use with percentages of 9.6%, 9.7%, 14.2% and 9.3%.
- 71.6% students of FUSD used alcohol at least once in the past 30 days.
- 11.2% of middle school youth believe that occasionally "getting drunk" is okay as long as it does not interfere with academics or responsibilities (17.8% in 2010).
- 19.4% of middle school students in 2011 believe "Drinking is alright but a student should never get drunk."

## TRAFFIC DATA SUMMARY – LAW ENFORCEMENT

Description	(If Available) 2014	2013	2012
TOTAL FATAL COLLISIONS	<b>3</b>	<b>3</b>	<b>6</b>
TOTAL INJURY COLLISIONS	<b>411</b>	<b>352</b>	<b>395</b>
TOTAL COLLISIONS INVESTIGATED	<b>2,543</b>	<b>2,554</b>	<b>2,630</b>
ALCOHOL-RELATED FATALITIES	<b>0</b>	<b>0</b>	<b>1</b>
ALCOHOL-RELATED INJURIES	<b>28</b>	<b>19</b>	<b>17</b>
SPEED-RELATED FATALITIES	<b>0</b>	<b>0</b>	<b>0</b>
SPEED-RELATED INJURIES	<b>37</b>	<b>100</b>	<b>99</b>
PEDESTRIAN FATALITIES	<b>3</b>	<b>2</b>	<b>2</b>
PEDESTRIAN INJURIES	<b>43</b>	<b>28</b>	<b>32</b>
BICYCLE FATALITIES	<b>0</b>	<b>0</b>	<b>1</b>
BICYCLE INJURIES	<b>54</b>	<b>42</b>	<b>64</b>
TOTAL DUI ARRESTS	<b>600</b>	<b>622</b>	<b>840</b>
TOTAL MISDEMEANOR DUI ARRESTS	<b>505</b>	<b>531</b>	<b>725</b>
TOTAL AGGRAVATED DUI ARRESTS	<b>119</b>	<b>122</b>	<b>155</b>
TOTAL EXTREME DUI .15 ARRESTS	<b>227</b>	<b>257</b>	<b>337</b>
TOTAL DUI DRUG ARRESTS	<b>62</b>	<b>74</b>	<b>101</b>
TOTAL DRE EVALUATIONS	<b>56</b>	<b>18</b>	<b>12</b>
SOBER DESIGNATED DRIVERS CONTACTED	<b>Unknown</b>	<b>Unknown</b>	<b>Unknown</b>
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	<b>431</b>	<b>470</b>	<b>747</b>
UNDERAGE DUI ARRESTS	<b>31</b>	<b>46</b>	<b>61</b>
UNDERAGE DUI-DRUG ARRESTS	<b>13</b>	<b>26</b>	<b>24</b>
TOTAL AGENCY CITATIONS	<b>8,565</b>	<b>9,891</b>	<b>10,410</b>
CRIMINAL SPEED CITATIONS	<b>13</b>	These three categories of citations will be broken down by statute starting in mid – 2013 Calendar year	
AGGRESSIVE DRIVING CITATIONS	<b>14</b>		
CIVIL SPEED CITATIONS	<b>1,444</b>		
OTHER CITATIONS*	<b>6,381</b>	<b>7,571</b>	<b>8,568</b>
RED LIGHT RUNNING CITATIONS	<b>495</b>	<b>386</b>	<b>307</b>
SEAT BELT CITATIONS	<b>132</b>	<b>160</b>	<b>271</b>
CHILD SAFETY SEAT CITATIONS	<b>86</b>	<b>141</b>	<b>154</b>

\*2011 & 2012 'Other Citations' statistics include Speed

### Attempts to Solve Problem

In keeping with our mission to protect and preserve life and property, the Flagstaff Police Department has instituted a zero tolerance policy towards alcohol related violations to include; driving under the influence, minor consumption, misrepresentation of age to purchase alcohol, and contributing to the delinquency of a minor. FPD officers are typically attached to patrol squads that work during the evening and nighttime hours. During their shift, these officers are responsible for answering calls for service while remaining vigilant for alcohol violations. Our efforts to combat underage drinking include using community-oriented policing and Comp-Stat strategies which put resources on the street at the most likely time and locations of violations. We developed a two person, "Party Response Patrol" that responds to loud party disturbances in our large field transport van with other officers. This show of force allows us to stop underage people from fleeing in vehicles, and better enforcement of liquor laws. The use of portable breath testing devices in the field has helped us capture alcohol concentration before it dissipates and assists us greatly in prosecution.

Past patrol efforts to resolve this community challenge have proven very successful, with demonstrable increases in the issuing of citations to both those over and under the age of 21 for liquor violations. On October 25, 2014 we were able to activate a multiagency task force that addressed Northern Arizona University's annual homecoming festivities. Grant monies allowed officers to seek out impaired drivers, underage liquor violations and address violations committed by liquor establishments. These efforts have been traditionally accomplished by officers on regular shifts who are tied to answering calls for service along with proactive education and enforcement initiatives. Due to the officer's requirement to answer calls for service, they are limited in the time and effort they can devote to working on underage liquor violations. Our proposal concerns the granting of overtime reimbursement funds for directed patrol efforts for the enforcement of underage drinking laws, as well as an educational component to enhance our effectiveness.

### Project Objectives

The goal of the Flagstaff Police Departments 2015, 2016 enforcement of Underage Drinking laws Project is to provide a safe environment for our citizens by reducing the use of alcohol among underage drinkers and the damage that occurs as a result of their poor choices. Our goal is a 5% increase, from the previous three year average 549 for underage alcohol violation arrests. Our goal for 2015 would be 576 and 605 for 2016. **With the social norms that seem to support underage consumption we understand that it is imperative we focus on those who are providing alcohol to those who are underage as well.**

Our goal will be accomplished by a combination of enforcement efforts and public education.

#### Education:

Increase public awareness of the dangers of underage drinking through quarterly public service announcements and conduct a yearly presentation to our downtown bar association members. Increased education of the vulnerable populations via school presentations (SRO, Drivers Education, Challenge Program), and the support of alternative alcohol free venues after major school events (Homecoming, Prom after hours, Graduation night).

#### Enforcement:

Increased enforcement at underage parties by party patrols, frequent walk-throughs of local bars close to campus, covert underage buying stings that target suspected alcohol providers, which will result in a 5% increase in liquor violation citations written.

#### Activities:

If grant funding is received, it will be utilized to pay for overtime required to staff directed patrol efforts to target the purchase and consumption of alcohol by underage drinkers. The following operations will be utilized:

Party Response Patrol Team for the prevention and dispersal of underage drinking parties. The consumption of alcohol at private parties is one of the most common ways for underage drinkers to obtain alcohol and consume it without consequences. Large parties present special enforcement challenges and require nontraditional techniques such as the use of a prisoner transport van, processing vehicle, additional personnel to secure and investigate the responsible party and purchaser of the alcohol.

Increased Foot Patrols in the downtown area during high activity times, such as New Years Eve, Homecoming weekend, Tequila Sunrise, St. Patrick's Day, Fourth of July, and others to send the message to bar owners, and prospective underage consumers that underage drinking is a crime and will not be tolerated.

Uniformed and plain clothes support for covert underage buyer initiatives. This will provide additional resources to staff law enforcement personnel to assist with these labor intensive operations. This provides for increased officer safety, more initiatives and processing assistance.

Community Support Meetings on the prevention of underage drinking, over-serving, and detection of falsified identifications can be provided to local bar owners utilizing funds from this grant.

Public Service Announcements and presentations will continue to be provided to the community in partnership with Citizens Against Substance Abuse, Northland Family Help Center, Flagstaff Unified School district, and The Guidance Center.

#### Method of Procedure

Our goals will be accomplished by a combination of enforcement efforts and public education.

#### October 1, 2015 – December 31, 2015

- Receive and accept the grant award
- Conduct four nights of party response patrols including Homecoming and New Years Eve
- Staff four downtown bar patrols for liquor violations (Homecoming, Tequila Sunrise, Halloween, New Years Eve).

#### January 1, 2016- March 31, 2016

- Conduct four nights of party response patrols including opening weekend of NAU and St. Patrick's Day.
- Staff four downtown bar patrols for liquor violations (Spring Break, Martin Luther King Jr. weekend, and St. Patrick's Day).

April 1, 2016 – June 30, 2016

- Conduct four nights of party response patrols including Prom and Graduation
- Staff four downtown bar patrols for liquor violations (Cinco De Mayo, Memorial weekend, High school graduation, NAU Graduation).

July 1, 2016 –September 30, 2016

- Conduct four nights of party response patrols including Fourth of July and Labor Day weekend.
- Staff four downtown bar patrols for liquor violations (Fourth of July, NAU back in Session, and Labor Day weekend).

Performance Measures

With the added resources from the Governor's Office of Highway safety, our goals are as follows:

- To have a 5% increase in the number of liquor violation citations, from the three year average (549), which will be 576 underage liquor violation citations for 2015.
- To staff four party response patrols per quarter on the appropriate weekends.
- To conduct four downtown walking details either in uniform or undercover by the end of each quarter.
- To conduct at least four educational or prevention events by the end of each quarter.
- To conduct eight "Covert Underage Buyer" Projects during the course of the grant.



## Schedule B-1 – Budget Narrative

Please include a narrative explanation and justification of individual expenditures outlines in the Schedule B budget estimate.

Party Response Patrol Teams to work high contact weekends, four per quarter including but not limited to; the start of school, homecoming, spring break, graduation, St. Patrick's Day, New Years Eve.

- \$60 per hour x 2 officers x 10 hrs per detail x 16 details = 320 hours or (\$19,200)

Four walking beat patrols in the downtown bar area per quarter.

- \$60 per hour x 2 officers x 10 hrs per week x 16 details = 320 hours or (\$19,200)

Officers to conduct educational presentations to at risk populations at four per quarter.

- \$60 per hour x 1 officers x 8 hrs per quarter x 4 quarters = 32 hours or (\$1,920)

Officers to conduct covert buy operations two per quarter.

- \$60 per hour x 2 officers x 8 hrs per quarter x 4 quarters = 64 hours or (\$3840)

Total amount of the grant request: \$44,160.00

## Attachments

A resolution from your agency's board of supervisors or city/town council will be included in this section. The City Manager is authorized to sign off on grants under \$50,000, as the attached documents attest.

Cover Page

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**Project Title** 2015 Radar Program

**Total Grant Funding Requested** \$11,459.34

**Total ERE Percentage** 0

**Agency Name:** Flagstaff Police Department  
**Contact Information:** 911 East Sawmill Road  
Flagstaff, AZ 86001  
Phone: 9285562302  
Fax: 9282133368

**Governmental Unit:** City of Flagstaff  
**Address:** 211 W Aspen Av, Flagstaff, AZ 86001

**Project Director:** Frank Higgins  
**Contact Information:** Lieutenant  
911 E Sawmill Rd  
Flagstaff, AZ 86001  
Phone: (928) 556-2207  
E-mail: fhiggins@coconino.az.gov

**Project Administrator:** Frank Higgins  
**Contact Information:** Lieutenant  
911 E Sawmill Rd  
Flagstaff, AZ 86001  
Phone: (928) 556-2207  
E-mail: fhiggins@coconino.az.gov

**Fiscal/Financial Contact:** Frank Higgins  
**Contact Information:** Lieutenant  
911 E Sawmill Rd  
Flagstaff, AZ 86001  
Phone: (928) 556-2207  
E-mail: fhiggins@coconino.az.gov

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

[http://egrants.azgohs.gov/\\_Upload/14676-2015RadarGrant-Letterhead.docx](http://egrants.azgohs.gov/_Upload/14676-2015RadarGrant-Letterhead.docx)

Cover Page

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**For GOHS Office use only**  
Total Proposal

Jurisdiction

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**Select the Type of Jurisdiction:**

City

**Select the Type of Agency:**

Law Enforcement

Fire Department / District

Non-Profit / Other

**Select the County Served:**

Coconino County

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**Proposal Summary**

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**Proposal Summary:**

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

The city of Flagstaff is a mountain community located at the base of the San Francisco Peaks, home of the tallest mountain in Arizona. Due to the 6,900 ft. elevation, Flagstaff averages 100.3 inches (255 cm) of snowfall, placing Flagstaff among the snowiest incorporated cities in the United States. The Flagstaff Police Department is the largest law enforcement agency in Northern Arizona, employing 112 sworn officers as well as 54 civilian support services positions. The police department serves a community with a (2013) population of 68,667 residents. In addition, the city of Flagstaff is the home of Northern Arizona University which boasts a (2014) student population of 24,407 enrolled students.

**Background/Problem:**

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The city of Flagstaff has two Interstate highways (I-17 and I-40) as well as U.S. Hwy 180, Hwy 89, Hwy 89a, and historic Route 66. There are a total of 660 lane miles of asphalt roadways as well as 28 lane miles of dirt roads. Because Flagstaff is centrally located to some of Arizona's premiere tourist destinations, we receive an abundance of vehicular traffic throughout the city all year round. In 2014 there were a total of 2,542 traffic accidents, a reduction of 12 accidents from the year prior. The leading cause of accidents within our community has historically been speed not reasonable and prudent.

**Problem Statement:**

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding. Studies of accident causes within the city of Flagstaff have historically shown speed not reasonable and prudent as the most frequent causal factor of collisions. Increased enforcement of speed statutes benefits the public by directly addressing the primary cause of accidents within our community.

The most efficient way to enforce these statutes is through the implementation of a radar enforcement program. If funded, these radar units will directly assist the officers in lowering the number of speed related accidents. This in turn would result in better protection life as well as a reduction of injuries and property damage from speed related collisions.

**If you have additional information, please upload:**

### Attempts to Solve Problem

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#### Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The Flagstaff Police Department has a proactive philosophy towards traffic enforcement. Fully staffed, the patrol division has an authorized strength of 64 officers, including a dedicated motor squad. These officers are directed to take proactive enforcement efforts geared towards enforcement of causal factors of accidents, primarily at our 10 most frequent accident locations. In 2014 the patrol division issued a total of 8,501 traffic citations and 6,791 warnings. In addition, they stopped an additional 1,241 vehicle where no enforcement action was taken.

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**Project Objectives, Methods of Procedure, Performance Measures: Project 1**

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**Title:** Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

**S = Specific**

**M = Measurable**

**A = Action-Oriented**

**R = Realistic**

**T = Time-Framed**

**Project Objectives:**

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

The objective of this project is to purchase an additional 10 radar units for use by patrol officers. These units will enable officers to more effectively address speeding motorists within our community.

**Method of Procedure:**

Detail how your agency will solve the problem and meet the objectives you have set.

Once the authorization is received by the Governor's Office of Highway Safety, the Flagstaff Police Department will purchase an additional 10 radar units. These units will be kept in the patrol briefing room where each officer can sign out a unit at the start of his or her shift. Officers will provide directed enforcement of speed violations in high frequency accident locations. Officers will also use the radar units to address speeding concerns reported by citizens.

**Performance Measures:**

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2014." "To participate in 8 speed enforcement details by September 30, 2014."

The objective of this program is for the personnel of the Flagstaff Police Department to increase the number of traffic contacts for speed related issues. An increase in enforcement has historically resulted in a reduction of the number of accidents, keeping the citizens travelling on our roadways safer. The goal of the program is to see a 10% increase in traffic enforcement after the radar units have been purchased.

## Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	(If Available)	2013	2012
	2014		
Sober Designated Drivers Contacted	0	0	0
<b>TOTAL DUI ARRESTS</b>	<b>365</b>	<b>355</b>	<b>503</b>
Aggravated DUI Arrests	119	124	155
Misdemeanor DUI Arrests	246	231	348
Extreme DUI Arrests (.15-.19)	137	143	194
Super Extreme DUI Arrests (.20+)	98	121	143
DUI-Drug Arrests	65	80	102
DRE Evaluations	0	0	0
Under 21 DUI Arrests	32	27	11
Under 21 Liquor Consumption Arrests	421	445	617
Under 21 Liquor Possession Arrests	564	50	104
Under 21 DUI-Drug Arrests	15	13	5
<b>TOTAL AGENCY CITATIONS</b>	<b>8576</b>	<b>9912</b>	<b>10499</b>
Criminal Speed Citations	13	10	
Aggressive Driving Citations	14	2	<i>Not Available</i>
Civil Speed Citations	1446	1924	
Other Citations(Except Speed)	6888	7696	10089
Child Restraint Citations	86	125	154
Seat Belt Citations	129	155	256

Capital Outlay

**Description**

Kustom Signals Talon II Radar Guns

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
Kustom Signals Talon II	10	\$1,050.00	\$959.34	\$0	\$11,459
					\$0
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Total Estimated Cost

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Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$11,459	
<b>Total Estimated Cost</b>	<b>\$11,459</b>	

Cover Page

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**Project Title** 2015 Bicycle Grant

**Total Grant Funding Requested** \$8,635.46

**Total ERE Percentage** 0

**Agency Name:** Flagstaff Police Department  
**Contact Information:** 911 East Sawmill Road  
Flagstaff, AZ 86001  
Phone: 9285562302  
Fax: 9282133368

**Governmental Unit:** Flagstaff Police Department  
**Address:** 911 E Sawmill Rd

**Project Director:** Frank Higgins  
**Contact Information:**

**Project Administrator:** Frank Higgins  
**Contact Information:**

**Fiscal/Financial Contact:** Frank Higgins  
**Contact Information:**

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

[http://egrants.azgohs.gov/\\_Upload/14992-2015BicycleGrant-Letterhead.docx](http://egrants.azgohs.gov/_Upload/14992-2015BicycleGrant-Letterhead.docx)

**For GOHS Office use only**

Total Proposal

Jurisdiction

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**Select the Type of Jurisdiction:**

City

**Select the Type of Agency:**

Law Enforcement

Fire Department / District

Non-Profit / Other

**Select the County Served:**

Coconino County

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**Proposal Summary**

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**Proposal Summary:**

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

The Flagstaff Police Department is seeking funding to purchase 4 patrol bicycles and related equipment to enhance its traffic enforcement capabilities in the downtown area of the city. The police department has an officer assigned specifically to the historic downtown area as well as three additional officers assigned to the neighborhood between the historic downtown area and Northern Arizona University. These bicycles would be used regularly by these officers to address traffic violations by pedestrian and bicyclists within the downtown area of Flagstaff.

**Background/Problem:**

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The city of Flagstaff is a mountain community located at the base of the San Francisco Peaks, home of the tallest mountain in Arizona. Due to the 6,900 ft. elevation, Flagstaff averages 100.3 inches (255 cm) of snowfall each year, placing Flagstaff among the snowiest incorporated cities in the United States.

The Flagstaff Police Department is the largest law enforcement agency in Northern Arizona, employing 112 sworn officers as well as 54 civilian support services positions. The police department serves a community with a (2013) population of 68,667 residents. In addition, the city of Flagstaff is the home of Northern Arizona University which boasts a (2014) student population of 24,407 enrolled students.

**Problem Statement:**

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding.

The City of Flagstaff has a vibrant downtown area frequented often by a large pedestrian and bicyclist population. This area presents unique traffic enforcement challenges due to the congested nature of the downtown area. This congestion is due to the historic layout of streets, the frequency of one way only streets, as well as having Northern Arizona University located immediately to the south of this historic downtown area. Because of the volume of foot and bicycle use of the roadways in this area, there are a large number of traffic violations by this group. Unfortunately, there are accidents caused by bicyclists violating traffic statutes all too frequently. Last year there were 80 accidents involving bicyclists.

The most efficient way to enforce traffic statutes pertaining to pedestrians and bicyclists is through the implementation of a bicycle patrol program. Having police officers enforce traffic regulations on bicycle gives the officer the ability to negotiate the congested downtown area and make contact with violators for educational and enforcement purposes. This education and enforcement will result in better protection life as well as a reduction of injuries through a reduction of collisions.

**If you have additional information, please upload:**

## Attempts to Solve Problem

---

### Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The Flagstaff Police Department has staffed the historic downtown with a walking beat officer for several years. This officer has had a positive impact on pedestrian and bicycle violations in the area, but his effectiveness is limited by the fact that he is on foot. In addition to the downtown walking beat officer, there are three officers assigned to the area between the historic downtown and the northern boundary of NAU campus. These officers also have a positive impact on pedestrian and bicycle violations but are also limited in their effectiveness by the fact they are restricted to either driving a patrol vehicle or walking the neighborhoods. Being on foot limits their ability to intercept violators as does the one way streets when they are in patrol cars.

---

**Project Objectives, Methods of Procedure, Performance Measures: Project 1**

---

**Title:** Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

**S = Specific**

**M = Measurable**

**A = Action-Oriented**

**R = Realistic**

**T = Time-Framed**

**Project Objectives:**

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

The objective of this project is to purchase 4 patrol bicycles and related gear to equip the officers working the historic downtown area and the neighborhood adjacent to NAU campus. These officers will be able to more effectively address bicycle and pedestrian traffic violations resulting in a safer environment.

**Method of Procedure:**

Detail how your agency will solve the problem and meet the objectives you have set.

Once the authorization is received by the Governor's Office of Highway Safety, the Flagstaff Police Department will purchase the four patrol bicycles and related equipment. These bicycles will be kept at the police station where officers can bring them to their beat area for patrol duties as weather permits. Officers will provide directed enforcement of bicycle and pedestrian traffic violations in these downtown locations as well as. Officers will also have the ability to use the bicycles as a training tool to education youths in safe bicycle riding practices.

**Performance Measures:**

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2014." "To participate in 8 speed enforcement details by September 30, 2014."

By implementing this program, the Flagstaff Police Department expects to see a marked increase in contacts with pedestrians and bicyclists. These contacts will initially be educational in nature, moving to enforcement on subsequent contacts. The department expects to see a subsequent increase in citations related to bicycle and pedestrian traffic violations.

## Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	(If Available)	2013	2012
	2014		
Sober Designated Drivers Contacted	0	0	0
<b>TOTAL DUI ARRESTS</b>	<b>365</b>	<b>355</b>	<b>503</b>
Aggravated DUI Arrests	119	124	155
Misdemeanor DUI Arrests	246	231	348
Extreme DUI Arrests (.15-.19)	137	143	194
Super Extreme DUI Arrests (.20+)	98	121	143
DUI-Drug Arrests	65	80	102
DRE Evaluations	0	0	0
Under 21 DUI Arrests	32	27	11
Under 21 Liquor Consumption Arrests	421	445	617
Under 21 Liquor Possession Arrests	564	50	104
Under 21 DUI-Drug Arrests	15	13	5
<b>TOTAL AGENCY CITATIONS</b>	<b>8576</b>	<b>9912</b>	<b>10499</b>
Criminal Speed Citations	13	10	
Aggressive Driving Citations	14	2	<i>Not Available</i>
Civil Speed Citations	1446	1924	
Other Citations(Except Speed)	6888	7696	10089
Child Restraint Citations	86	125	154
Seat Belt Citations	129	155	256

## Materials and Supplies

**Description**

The following is the equipment needed to purchase 4 patrol bicycles and related equipment to outfit the officers.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
Safariland Kona Patrol Bike	4	\$1,499.00	\$536.70	\$0	\$6,533
Bike Hollywood Express Trunk Rack	2	\$65.00	\$11.64	\$0	\$142
NiteRider Pro 1200 Race Light	4	\$270.00	\$96.67	\$0	\$1,177
Giro Revel Sport Helmet	4	\$50.00	\$17.90	\$0	\$218
EKO Sport Power Grip Pedal Kit	4	\$40.00	\$14.32	\$0	\$174
Patrol Bike Shorts	4	\$60.00	\$21.48	\$0	\$261
Patrol Bike Gloves	4	\$30.00	\$10.74	\$0	\$131
					\$0
					\$0
					\$0
<b>Total</b>					<b>\$8,636</b>

## Total Estimated Cost

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<b>Budget Item</b>	<b>Amount</b>	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$8,636	
Capital Outlay	\$0	
<b>Total Estimated Cost</b>	<b>\$8,636</b>	

Cover Page

---

**Project Title** 2015 Message Board Grant

**Total Grant Funding Requested** \$20,793.60

**Total ERE Percentage** 0

**Agency Name:** Flagstaff Police Department  
**Contact Information:** 911 East Sawmill Road  
Flagstaff, AZ 86001  
Phone: 9285562302  
Fax: 9282133368

**Governmental Unit:** City of Flagstaff  
**Address:** 911 E Sawmill Rd

**Project Director:** Frank Higgins  
**Contact Information:**

**Project Administrator:** Frank Higgins  
**Contact Information:**

**Fiscal/Financial Contact:** Frank Higgins  
**Contact Information:**

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

[http://egrants.azgohs.gov/\\_Upload/15248-2015SignboardGrant-Letterhead.docx](http://egrants.azgohs.gov/_Upload/15248-2015SignboardGrant-Letterhead.docx)

**For GOHS Office use only**

Total Proposal

Jurisdiction

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**Select the Type of Jurisdiction:**

City

**Select the Type of Agency:**

Law Enforcement

Fire Department / District

Non-Profit / Other

**Select the County Served:**

Coconino County

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**Proposal Summary**

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**Proposal Summary:**

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

We are requesting a portable message signboard to serve as a vital tool in our comprehensive road safety program. Portable message signboards are an important tool to provide traffic information to motorists. These signs advise motorists of traffic incidents or construction ahead so they can consider alternate routes. Having the ability to provide real-time information about incidents, traffic, roadwork, and weather or pavement conditions is beneficial for all motorists and could aid in driver safety and traffic flow. This in turn would result in better protection life as well as a reduction of injuries and property damage from collisions caused by motorists who react poorly to an unknown hazard.

**Background/Problem:**

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

The city of Flagstaff is a mountain community located at the base of the San Francisco Peaks, home of the tallest mountain in Arizona. Due to the 6,900 ft. elevation, Flagstaff averages 100.3 inches (255 cm) of snowfall each year, placing Flagstaff among the snowiest incorporated cities in the United States.

The city of Flagstaff has two Interstate highways (I-17 and I-40) as well as U.S. Hwy 180, Hwy 89, Hwy 89a, and historic Route 66. There are a total of 660 lane miles of asphalt roadways as well as 28 lane miles of dirt roads. The Flagstaff Police Department is the largest law enforcement agency in Northern Arizona, employing 112 sworn officers as well as 54 civilian support services positions. The police department serves a community with a (2013) population of 68,667 residents. In addition, the city of Flagstaff is the home of Northern Arizona University which boasts a (2014) student population of 24,407 enrolled students.

**Problem Statement:**

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding.

The Flagstaff Police Department considers any loss of life or limb to a motor vehicle accident unacceptable.

We feel we can help address this problem by providing motorists with useful information pertaining to hazards and road conditions when needed. Having the ability to provide real-time information about accidents, traffic, roadwork, and weather or pavement conditions is beneficial for all motorists and could aid in driver safety and traffic flow. This grant will greatly assist the officers in keeping the motorists safe while travelling in our community.

**If you have additional information, please upload:**

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### Attempts to Solve Problem

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#### Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

The Flagstaff Police Department currently has one message sign board which was purchased in 2005 with GOHS grant funding. A second sign board will enhance our ability to inform motorists traveling within our community. With two message sign boards operating at a single incident, we would have the ability to warn motorists approaching the problem area from both directions, a capability we currently do not have. The second message sign board will also assist us in providing safety information to motorists at two separate locations at the same time. The second message sign board would also be useful during winter holiday weekends to inform motorists traveling back to Flagstaff from snow play areas along Hwy 180 of alternate routes as well as current road conditions. This will prevent some of the past problems we have experienced with motorists running out of gas or suffering mechanical failures due to waiting in backed up traffic for extended periods of time.

---

**Project Objectives, Methods of Procedure, Performance Measures: Project 1**

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**Title:** Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

**S = Specific**

**M = Measurable**

**A = Action-Oriented**

**R = Realistic**

**T = Time-Framed**

**Project Objectives:**

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

The objective of this grant is to purchase a Ver-Mac PCMS 1210 Message Board. This message board will be used to inform motorist driving in Flagstaff of accidents, road conditions, weather hazards or other information which could affect their safety.

**Method of Procedure:**

Detail how your agency will solve the problem and meet the objectives you have set.

The Flagstaff Police department will use the message sign board to warn motorists of potential safety hazards along their route of travel.

**Performance Measures:**

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2014." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2014."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2014." "To participate in 8 speed enforcement details by September 30, 2014."

The Flagstaff Police Department will use the message board to warn motorists travelling in both directions when approaching a major traffic accident, or to provide information to motorists driving a single direction.

## Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	(If Available)	2013	2012
	2014		
Sober Designated Drivers Contacted	0	0	0
<b>TOTAL DUI ARRESTS</b>	<b>365</b>	<b>355</b>	<b>503</b>
Aggravated DUI Arrests	119	124	155
Misdemeanor DUI Arrests	246	231	348
Extreme DUI Arrests (.15-.19)	137	143	194
Super Extreme DUI Arrests (.20+)	98	121	143
DUI-Drug Arrests	65	80	102
DRE Evaluations	0	0	0
Under 21 DUI Arrests	32	27	11
Under 21 Liquor Consumption Arrests	421	445	617
Under 21 Liquor Possession Arrests	564	50	104
Under 21 DUI-Drug Arrests	15	13	5
<b>TOTAL AGENCY CITATIONS</b>	<b>8576</b>	<b>9912</b>	<b>10499</b>
Criminal Speed Citations	13	10	
Aggressive Driving Citations	14	2	<i>Not Available</i>
Civil Speed Citations	1446	1924	
Other Citations(Except Speed)	6888	7696	10089
Child Restraint Citations	86	125	154
Seat Belt Citations	129	155	256

Capital Outlay

**Description**

This funding will be used to purchase a Ver-Mac PCMS 1210 Message Board.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
Ver-Mac PCMS 1210 Message Board	1	\$19,200.00	\$1,593.60	\$0	\$20,794
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Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$20,794	
<b>Total Estimated Cost</b>	<b>\$20,794</b>	

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Mike Gouhin, FHA Director  
**Co-Submitter:** Sarah Darr, Deputy Housing Director  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015



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**TITLE:**

**Consideration and Adoption of Resolution No. 2015-10:** A resolution of the Mayor and Council of the City of Flagstaff, Arizona approving the City of Flagstaff Housing Authority's 5-Year Plan and authorizing submission to the United States Department of Housing and Urban Development (HUD)

**RECOMMENDED ACTION:**

- 1) Read Resolution 2015-10 by title only
- 2) City Clerk reads Resolution 2015-10 by title only (if approved above)
- 3) Adopt Resolution No. 2015-10

**Executive Summary:**

The United States Department of Housing and Urban Development (HUD) requires a 5-year plan to be developed and submitted for approval. This planning requirement, critical to the direction of the City of Flagstaff Housing Authority, requires a mission statement and a set of goals and objectives. The 2015-2020 plan contains the mission statement adopted in 2000 and 8 goals and objectives prepared for the 5-Year Plan period beginning July 1, 2015.

Adoption of Resolution 2015-10 will provide approval of the City of Flagstaff Housing Authority's (CFHA) 5-Year Plan and authorize submission of the Plan to HUD for the period July 1, 2015 to June 30, 2020.

**Financial Impact:**

Each year HUD provides Capital Funds to be used for operations, management improvements, administration, physical improvements to public housing units and grounds, and the purchase of maintenance equipment. Funding provided by HUD for Fiscal Year 2015 is \$357,680.00 to be used for upgrading deteriorated waterlines at Brannen Homes; replace/paint siding at Siler Homes; mandatory ADA improvements to the Siler Homes office; repair/replace parking lots at the Dortha, Main, and Lockett scattered sites. There is no impact on the City's general fund.

**Connection to Council Goal and/or Regional Plan:**

**COUNCIL GOALS:**

- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Explore and adopt policies to lower the costs associated with housing to the end user
- 10) Decrease the number of working poor

**REGIONAL PLAN:**

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Goal NH.4. All housing is safe and sanitary.

**Previous Council Decision on This:**

While there has not been a previous Council action on this 5-year plan, Council approves the subsequent Annual Plan update required each year by HUD. Council approved the 2014-2015 Annual Plan update on April 1, 2014.

**Options and Alternatives:**

- 1) Approve the CFHA 5-Year Plan
- 2) Amend and Approve the CFHA 5-Year Plan
- 3) Do not approve the CFHA 5-Year Plan

**Background/History:**

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires the submission of a 5-Year Plan to HUD. The Plan includes goals and objectives; financial resources for management of Public Housing and Section 8 Housing programs; assurances that policies are current in accordance with HUD regulations; a housing needs survey and a strategy on how to address the needs. This is the fourth 5-year plan to be prepared by CFHA in accordance with Federal requirements.

The Siler Resident Management Corporation, an Arizona non-profit whose membership is all of the public housing residents, provided input on the development of the 5-Year Plan, capital improvements, and additional needs.

The 5-Year Plan needs to be approved by the City Council and submitted to HUD by no later than April 17, 2015.

**Key Considerations:**

Section 5.2 of the 5-Year Plan identifies quantifiable goals and objectives that will enable the Public Housing Authority to serve the needs of low-income, very low-income, and extremely low-income households. Eight goals and objectives for the next five years have been prepared by the CFHA and City Housing staff.

**Expanded Financial Considerations:**

Without an approved 5-year plan, the federal funding for the programs operated by CFHA will be jeopardized. There are no General Fund monies involved in the Plan.

**Community Benefits and Considerations:**

The Quality Housing and Work Responsibility Act (QHWRA) was enacted by Congress to improve the living environment of Public Housing Residents. The Capital Fund Program is used to improve the Public Housing units for comfort, safety, and energy efficiency.

CFHA operates 265 low-income public housing units; manages 333 Section 8 Housing Choice Vouchers; 38 Veterans Affairs Supportive Housing Vouchers; 12 SRO Section 8 vouchers for the seriously mentally ill; and manages an 80 unit Section 8 New Construction development (Clark Homes)

all for the benefit of low-income households in Flagstaff. More than 725 households a year are housed through CFHA programs and efforts.

### **Community Involvement:**

Inform

The Public Housing Residents are kept informed of unit improvements through the Siler Resident Management Corporation (SRMC); monthly housing authority newsletters; and resident meetings.

The QHWRA requires resident participation through a Resident Advisory Board (RAB). Since the SRMC represents all of the Public Housing Residents, they are considered the RAB and provide necessary input.

The City of Flagstaff Housing Authority Board of Commissioners considered the 5-year plan at its March 23, 2015 meeting and approved the plan unanimously.

### **Expanded Options and Alternatives:**

1. Approve the submission of the 5-year plan
2. Amend and approve the 5-year plan
3. Do not approve the 5-year plan and jeopardize the funding for the CFHA programs.

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**Attachments:**     Resolution 2015-10  
                              5-Year CFHA Plan

**RESOLUTION NO. 2015-10**

**A RESOLUTION APPROVING THE CITY OF FLAGSTAFF HOUSING  
AUTHORITY'S 5-YEAR PLAN AND AUTHORIZING ITS SUBMISSION TO  
THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**RECITALS:**

WHEREAS, the Flagstaff City Council is committed to the welfare of its low-income residents;  
and

WHEREAS, the Quality Housing and Work Responsibility Act of 1998 requires the Housing  
Authority of the City of Flagstaff to submit a 5-Year Plan to the United States Department of  
Housing and Urban Development ('HUD'); and

WHEREAS, the 5-Year Plan is for the period July 1, 2015 to June 30, 2020.

WHEREAS, the Board of Commissioners of the City's Housing Authority reviewed and  
approved the 5-Year Plan; and

WHEREAS, the Flagstaff City Council reviewed the 5-Year Plan.

**ENACTMENTS:**

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

SECTION 1: That the City of Flagstaff Housing Authority's 5-Year Plan be approved.

SECTION 2: That the City of Flagstaff Housing Authority is authorized to submit the 5-Year  
Plan to HUD.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7<sup>th</sup> day of April, 2015.

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

**PHA 5-Year and Annual Plan**

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**OMB No. 2577-0226  
Expires 4/30/2011**

1.0	<b>PHA Information</b> PHA Name: FLAGSTAFF HOUSING AUTHORITY _____ PHA Code: AZ006 PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): 07/2015														
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>265</u> Number of HCV units: <u>371</u>														
3.0	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only														
4.0	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)														
	Participating PHAs PHA 1: PHA 2: PHA 3:	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	<table border="1"> <thead> <tr> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	No. of Units in Each Program		PH	HCV						
No. of Units in Each Program															
PH	HCV														
5.0	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.														
5.1	<b>Mission.</b> The Mission of the Flagstaff Housing Authority is to assist low-income families with safe, decent and affordable housing opportunities as they strive to improve the quality of their lives. The Housing Authority is committed to operating in an efficient, ethical, and professional manner. The Housing Authority will create and maintain partnerships with its clients and appropriate community organizations in order to accomplish this Mission.														

5.2

**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

**Goal One:** Continue to manage the FLAGSTAFF HOUSING AUTHORITY'S existing public housing program in an efficient manner that will result in full compliance with all applicable statutes and regulations, thereby, always striving to maintain the current rating of High Performer.

**Objectives:**

1. HUD shall continue to recognize the Flagstaff Housing Authority as a High Performer.
2. The Flagstaff Housing Authority shall remain in compliance with project based management including asset management, budgeting, and financing in accordance with QHWRA.
3. Promote a motivating, dynamic, and innovative work environment with a capable and efficient team of employees to operate as a customer friendly and fiscally prudent leader in the affordable housing industry as measured by customer surveys, employees and HUD scoring.
4. Provide the staff with training as deemed appropriate in order to provide the best and up to date service possible.
5. All policies will be reviewed and updated to remain current with HUD standards and regulations.

**Goal Two:** Provide a safe, drug free, and secure environment in the Flagstaff Housing Authority's public housing developments.

**Objectives:**

1. The Flagstaff Housing Authority shall continue to maintain low crime rates in its developments. This will be accomplished by continuing to contract with the Flagstaff Police Department to have a full-time officer assigned to our developments along with Block Watch. Additionally, the Housing Authority will continue thorough screening policies and procedures in an effort to reduce evictions due to violations of criminal law.

**Goal Three:** Maintain the Flagstaff Housing Authority's real estate in habitable, safe, decent and sanitary condition.

**Objectives:**

1. The Flagstaff Housing Authority shall create an appealing up-to-date environment in its developments as measured by ongoing customer surveys and formal annual resident input and participation.
2. The Flagstaff Housing Authority shall have its units in compliance with all local and HUD requirements. This will be accomplished as follows:
  - a. Continue to use Capital Funds to upgrade units and replace aging equipment.
  - b. Provide training on an annual basis for Maintenance Staff to allow them to grow professionally.
  - c. Provide training prior to occupancy for public housing residents in the maintenance and repair of their residence.
3. Continue to strive to enhance energy efficiency.

**Goal Four:** Expand affordable housing opportunities for both residents of the Flagstaff Housing Authority and the community at large.

**Objectives: The Flagstaff Housing Authority shall:**

1. Explore establishing a program in partnership with local nonprofits to help eligible participants become homeowners with the use of Housing Choice Vouchers.
2. Leverage private and/or public funds to create additional housing opportunities to acquire or build units or developments.
3. Conduct outreach to potential landlords by educating/informing them about the Section 8 Housing Choice Voucher Program.
4. Investigate the development of additional project-based assistance programs.
5. Participate in and partner with local groups dedicated to affordable housing.
6. Pursue use of alternative funding sources such as Low Income Tax Credits, HOME funds and the National Housing Trust Fund to expand affordable housing opportunities in Flagstaff.

**Goal Five:** Improve the community quality of life and economic vitality in public housing.

**Objectives:**

1. Utilize the Siler Homes Activity Center as a base for various resident services including the main venue for the Siler Resident Management Corporation office to provide resource referral and goal setting for residents seeking economic self-sufficiency.
2. The Flagstaff Housing Authority shall partner with others to offer quality affordable rental assistance and other related services to our community.
3. Seek to establish community partners to provide programming relevant for residents.
4. Continue to contract with the Flagstaff Police Department to have a full time officer assigned to our developments in an effort to keep them crime and drug free. The program has been extremely successful over the years.

**Goal Six:** Continue to enhance the image of public housing in the community.

**Objectives:**

1. The Flagstaff Housing Authority shall conduct outreach in an effort to inform and educate the public about the importance of affordable housing and its contributions in the community.
2. Continue to maintain the Flagstaff Housing Authority web page incorporated into the City of Flagstaff web site so that the public has access to the history of the Flagstaff Housing Authority and the programs that are available. The web page will also include information on the Siler Resident Management Corporation explaining their purpose and contact information.
3. Have periodic presentations to the City Council regarding the need for expansion of the housing stock for low-income families. Flagstaff is a high cost area with a low wage base.

6.0	<p><b>Goal Seven: Provide housing for SMI individuals and homeless veterans.</b></p> <p><b>Objectives:</b></p> <ol style="list-style-type: none"> <li>1. Continue current SRO Section 8 assistance in partnership with the Guidance Center to house SMI individuals.</li> <li>2. Continue to administer VASH Vouchers for homeless veterans.</li> </ol> <p><b>Goal Eight: Merge Flagstaff Housing Authority and City Housing Section</b></p> <p><b>Objectives:</b></p> <ol style="list-style-type: none"> <li>1. Financial/budget benefits.</li> <li>2. Organizational efficiencies, new management structure, salary savings.</li> </ol> <p><b>PHA Plan Update</b></p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: NONE</p> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>The public may obtain a copy of the 5-Year/Annual Plan at the Flagstaff Housing Authority, 3481 N Fanning Dr., Flagstaff, AZ 86004. The PHA Plans are posted at the Flagstaff Housing Authority Central Office, 3481 N Fanning Dr., Flagstaff, AZ 86004; Brannen Homes Office, One Brannen Circle, Flagstaff, AZ 86001; and the Silver Resident Management Corporation, 3330 Elder, Flagstaff, AZ 86004.</p> <p><b>PHA Plan Elements:</b></p> <p><b>Financial Resources:</b></p> <table border="0"> <tr> <td>• Public Housing Operating Fund</td> <td>612,000</td> <td>PH Operations</td> </tr> <tr> <td>• Section 8 Housing Choice Vouchers</td> <td>3,400,000</td> <td>HAP</td> </tr> <tr> <td>• Capital Fund 114</td> <td>231,000</td> <td>Capital Improvements</td> </tr> <tr> <td>• Capital Fund 115</td> <td>350,000</td> <td>Capital Improvements</td> </tr> <tr> <td>• Public Housing Dwelling Rental Income</td> <td>996,000</td> <td>PH Operations</td> </tr> <tr> <td>• Other Income – Resident Charges</td> <td>30,000</td> <td>PH Operations</td> </tr> <tr> <td>• Non-Profit Management Fee</td> <td>41,000</td> <td>PH Operations</td> </tr> <tr> <td>• City of Flagstaff</td> <td>98,000</td> <td>PH Operations</td> </tr> <tr> <td><b>Total Resources</b></td> <td><b>5,758,000</b></td> <td></td> </tr> </table> <p><b>Violence Against Women Act (VAWA)</b> SEE ATTACHMENT - Public Housing VAWA SEE ATTACHMENT - Section 8 HCV VAWA</p> <p><b>6.0.11 Fiscal Year Audit</b></p> <p>There were no audit findings or recommendations for the audit period ending June 30, 2014.</p>	• Public Housing Operating Fund	612,000	PH Operations	• Section 8 Housing Choice Vouchers	3,400,000	HAP	• Capital Fund 114	231,000	Capital Improvements	• Capital Fund 115	350,000	Capital Improvements	• Public Housing Dwelling Rental Income	996,000	PH Operations	• Other Income – Resident Charges	30,000	PH Operations	• Non-Profit Management Fee	41,000	PH Operations	• City of Flagstaff	98,000	PH Operations	<b>Total Resources</b>	<b>5,758,000</b>	
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7.0	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i></p>																											
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p>																											
8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing. <b>DUE TO CHANGES TO THE CFP REGULATIONS INFORMATION IN 8.1 IS NOT LONGER REQUIRED AS PART OF THE PHA PLAN. A LIST OF FY 2015 CFP WORK ITEMS IS INCLUDED FOR REFERENCE.</b></p> <p><b>SEE ATTACHED</b></p>																											
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>																											
8.3	<p><b>Capital Fund Financing Program (CFFP).</b></p> <p><input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>																											

9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p><b>SEE ATTACHED</b></p>

9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year.</p> <p><b>SEE ATTACHED</b></p>
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<p>10.0</p>	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) <b>Progress in Meeting Mission and Goals.</b> Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p><b>Goal One:</b> Continue to manage the FLAGSTAFF HOUSING AUTHORITY'S existing public housing program in an efficient manner that will result in full compliance with all applicable statutes and regulations, thereby, always striving to maintain the current rating as a HIGH PERFORMER.</p> <ul style="list-style-type: none"> <li>• FHA has continuously been designated a High Performer by HUD.</li> <li>• Flat rents are in compliance with the Flat Rent Rule.</li> <li>• Staff are motivated, dynamic, professional and well trained.</li> </ul> <p><b>Goal Two:</b> Provide a safe, drug free, and secure environment in the Flagstaff Housing Authority's public housing developments.</p> <ul style="list-style-type: none"> <li>• Flagstaff Police Department has continued to provide a full time officer to the FHA on a contract basis to control crime and serious criminal activity. Serious criminal activity is non-existent.</li> <li>• Evictions due to violation of criminal law is less than 1% over the last five years due to aggressive screening, resident orientation, and police presence.</li> </ul> <p><b>Goal Three:</b> Maintain the Flagstaff Housing Authority's real estate in habitable, safe, decent, and sanitary condition.</p> <ul style="list-style-type: none"> <li>• Capital Funds are continuously being used to upgrade units, i.e. new roofs, siding replacement, aging waterline replacement. Much of the unit upgrades are energy efficient items, i.e. appliances, water heaters, furnaces, lighting, doors and windows. Utility costs have been reduced significantly.</li> <li>• Maintenance staff attend regular trainings and certification programs.</li> </ul> <p><b>Goal Four:</b> Expand the range and quality of housing choices available to participants in the Flagstaff Housing Authority's tenant-based assistance program.</p> <ul style="list-style-type: none"> <li>• Flagstaff Housing Authority is continuing to work with nonprofits and the City of Flagstaff to provide additional affordable housing.</li> </ul> <p><b>Goal Five:</b> Improve the community quality of life and economic vitality in public housing.</p> <ul style="list-style-type: none"> <li>• The Siler Homes Activity Center is being used as a base for various resident services including the main venue for the Siler Resident Management Corporation office.</li> <li>• The Cogdill Recreation Center at Brannen Homes is being utilized by the Boys and Girls Club who provide programs to the public housing residents at no charge.</li> <li>• We continue to contract with the Flagstaff Police Department to have a full time officer assigned to our developments.</li> <li>• FHA staff have resident meetings, BBQs, and newsletters to help residents in education, employment, job training and youth services.</li> </ul> <p><b>Goal Six:</b> Continue to enhance the image of public housing in the community.</p> <ul style="list-style-type: none"> <li>• A web page has been developed on the City of Flagstaff web site to provide information to the public.</li> <li>• FHA Board of Commissioners, staff, and the Resident Management Corporation continue to educate the public on the importance of public housing in the community through newsletters, public meetings, and power point presentations.</li> </ul> <p><b>Goal Seven:</b> Investigate and pursue expansion of affordable housing – see Goal Four</p> <p><b>Goal Eight:</b> Provide housing assistance for SMI individuals.</p> <ul style="list-style-type: none"> <li>• Flagstaff Housing Authority has been awarded a total of 38 VASH Vouchers</li> </ul> <p><b>Goal Nine:</b> Merge Flagstaff Housing Authority and City Housing Section</p> <ul style="list-style-type: none"> <li>• Project plan has been prepared.</li> </ul> <p>(b) <b>Significant Amendment and Substantial Deviation/Modification.</b> Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p><b>"Substantial Deviation or Significant Amendments or Modifications are defined as discretionary changes in the plan or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners and the City Council. Proposed demolition, disposition, homeownership, Capital Fund Financing, development, or mixed finance proposals are considered by HUD to be significant amendments to the CFP 5-Year Action Plan"</b></p> <p><b>SEE ATTACHED</b></p>
<p>u</p>	

March 6, 2015

Dione Paul, President  
Siler Resident Management Corporation  
3330 East Elder Drive  
Flagstaff, AZ 86004

RE: Flagstaff Housing Authority 5-Year Plan

Dear Dione:

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires the submission of a 5-Year Plan to HUD. The 5-Year Plan for the period July 1, 2015 to June 30, 2019 is currently being developed by the Housing Authority and City Housing staff.

The QHWRA requires review and input from the Resident Advisory Board (RAB) which in our case is the Siler Resident Management Corporation (SRMC). Since the SRMC represents all of the public housing residents I need written input on the 5-Year Plan. Included with this letter is a list of the proposed goals and objectives and a Capital Fund budget for the first year for your review and comment.

Please provide any resident needs that you can recommend as the purpose of the QHWRA is to improve the living environment of the Public Housing residents.

I would appreciate your written comments by Monday, March 16, 2015 as I have to include them with a Staff Summary to the City Council and with the submission to HUD. Please send to the address listed below or you can email your comments to me.

Call me at 928-526-0002x213 or email [Mike@flagha.org](mailto:Mike@flagha.org) if you have any questions.

Sincerely,



Michael A. Gouhin, Executive Director  
Flagstaff Housing Authority  
3481 N Fanning Dr  
Flagstaff, AZ 86004

**SILER RESIDENT MANAGEMENT CORPORATION**

3330 East Elder Drive, Flagstaff, Arizona, 86004

flagstaff.resident.mgmt.corp@gmail.com

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March 15, 2015

In regards to: Flagstaff Housing Authority 5-Year Plan

Michael A. Gouhin, Executive Director  
Flagstaff Housing Authority  
3481 North Fanning Drive  
Flagstaff, AZ, 86004

Dear Michael A. Gouhin,

The Siler Resident Management Corporation (SRMC) received by email on Friday March 13, 2015 a Letter and two Attachments "*Proposed Goal and Objectives (page 2 & 3, form HUD-50075 and 8.1 Capital Fund Program Budget*", for the SRMC to review the first year proposal.

We appreciate being included within the Goals and Objectives outline in Goal 5 and 6. The 8.1 Capital Fund Program Budget for the first year includes much needed upgrades and improvements that the SRMC agrees to. At this time we have not received any comments from any residents/tenant from the Brennan, Siler and the Scattered Sites communities.

We look forward to a copy of the approved and finalized Flagstaff Housing Authority 5-Year Plan.

We appreciate the opportunity given to us and will forward any future comments we receive to your office.

Sincerely,



Dione Paul  
President  
Siler Resident Management Corporation

cc: Lucia Slim, Executive Vice President  
Jazmin Winsley-Escobedo, Vice President of Brennan  
Maxine Bedonie, Vice President of Siler  
Thomasina Scott, Treasurer

## **6.0 PHA PLAN ELEMENT – PUBLIC HOUSING VAWA**

### **20.2A VAWA PROTECTIONS**

Under the Violence Against Women Act (VAWA), public housing residents have the following specific protections, which will be observed by the Flagstaff Housing Authority.

An incident or incidents or actual or threatened domestic violence, dating violence, stalking or sexual assault will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to affiliated individuals or others without terminating the assistance or evicting victimized lawful occupants. This is also true even if the affiliated individual is not a signatory to the lease. Under VAWA, the Flagstaff Housing Authority is granted the authority to bifurcate the lease.

The Housing Authority will honor court orders regarding the rights of access or control of the property.

There is no limitation on the ability of the Housing Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence, or stalking or sexual assault, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the Housing Authority evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.”

Any protection provided by law which give greater protection to the victim are not superseded by these provisions.

The Flagstaff Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined below, and must be submitted within 14 business days after receipt of the Housing Authority’s written request for verifications.

### **20.2B NOTIFICATION OF VAWA PROTECTIONS**

The Flagstaff Housing Authority will explain VAWA Protections at all Pre Lease Briefings. In addition the right to claim VAWA Protections will be outlined on all denial of admission notices and all termination of tenancy notices. In situations where the denial

or termination appears to be based on an incident that is potentially domestic violence form HUD-50066 and the VAWA information sheet will be included with the notice.

## **20.2C VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING OR SEXUAL ASSAULT**

The Flagstaff Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

- A. **Requirement for Verification.** The law allows, but does not require, the Flagstaff Housing Authority to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in the policy. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, or stalking or sexual assault may be accomplished in one of the following three ways:

1. **HUD-approved form (HUD -50066)** – By providing to the Housing Authority a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, or stalking or sexual assault that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. **Other documentation** – by providing to the Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, an administrative agency or a mental health provider from whom the victim has sought assistance in addressing the domestic violence, dating violence, or stalking or sexual assault, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, or stalking or sexual assault described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. ***Police or court record*** – by providing to the Housing Authority a Federal, State, tribal, territorial, or local police or court record describing the incident of incidents in question.
  4. An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur
- B. ***Time allowed to provide verification/failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking or sexual assault, and who is requested by the Housing Authority to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. ***Managing conflicting documentation.*** In cases where the City of Flagstaff Housing Authority receives conflicting certification documents from two or more affiliated individuals, each claiming to be a victim and naming one or more of the other petitioning affiliated individuals as the perpetrator, the City of Flagstaff Housing Authority may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. The City of Flagstaff Housing Authority shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household

### **20.2C Confidentiality**

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, stalking or sexual assault, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for use in an eviction proceeding; or

C. Otherwise required by applicable law.

The Flagstaff Housing Authority shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

## 6.0 PHA PLAN ELEMENT – SECTION 8 HCV VAWA

### 17.1 VAWA PROTECTIONS

Under the Violence Against Women Act (VAWA), Housing Choice Voucher participants/applicants have the following specific protections, which will be observed by the CFHA:

- A. An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence by either the CFHA or the owner or property manager.
- B. The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, sexual assault, or stalking to an affiliated individual or others without terminating the assistance or evicting victimized lawful occupants. Also, the owner or property manager may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, sexual assault, or stalking to an affiliated individual or others without evicting other victimized lawful occupants. This is also true even if the affiliated individual is not a signatory to the lease. Under VAWA, both the CFHA and the owner or property manager are granted the authority to bifurcate the lease.
- C. The Housing Authority and owner or property manager may honor court orders regarding the rights of access or control of the property.
- D. There is no limitation on the ability of the Housing Authority to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims. Likewise, an owner or property manager can evict for good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.
- E. There is no prohibition on the owner evicting if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant's (victim's) tenancy is not terminated."
- F. Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

## **17.2 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

The CFHA shall require and the owner or property manager may require verification in all cases where an affiliated individual claims protection under VAWA against a proposed action involving such affiliated individual by the Housing Authority.

- A. *Requirement for Verification.* The law allows, but does not require, the CFHA or a Section 8 owner or property manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The Housing Authority shall require verification in all cases where an affiliated individual claims protection against a proposed action involving such affiliated individual by the Housing Authority. Section 8 owners or managers receiving rental assistance administered by the Housing Authority may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form (HUD-50066)* - By providing to the Housing Authority or to the requesting Section 8 owner or property manager a completed and signed written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim.
2. *Other documentation* - by providing to the Housing Authority or to the requesting Section 8 owner or property manager a record of an administrative agency or documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a mental health professional or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements

of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to the Housing Authority or to the requesting Section 8 owner or property manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

**B** *Time allowed to provide verification/ failure to provide.* An affiliated individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by the Housing Authority, or a Section 8 owner or property manager to provide verification, must provide such verification within 14 business days after receipt of the written request for verification.

**A.** *Conflicting Documentation.* If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the CFHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(b)(2) or (3) and by following any HUD guidance on how such determinations should be made.

**D.** *Failure to Provide Documentation.* In order to deny relief for protection under VAWA, the CFHA must provide the affiliated individual requesting relief with a written request for documentation of abuse. If the affiliated individual fails to provide the documentation within 14 business days from the date of receipt, or such longer times as the CFHA may allow, the CFHA may deny relief for protection under VAWA and this policy against a proposed adverse action.

### **17.3 CONFIDENTIALITY**

All information provided under VAWA including the fact that an affiliated individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the affiliated individual in writing;
- B. Required for used in an eviction proceeding; or

C. Otherwise required by applicable law.

*NOTIFICATION.* The CFHA shall provide notice advising its tenants and applicants of protections provided through VAWA and notice of their rights under VAWA including their right to confidentiality and the limits thereof. The CFHA shall provide notice, including form HUD-50066, when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing assistance benefits. The CFHA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the HCV program and at least annually thereafter.

For additional information on VAWA 2013 that is applicable to HUD programs found in 24 CFR Subtitle A, Part 5, Subpart L – Protection for Victims of Domestic Violence, Dating Violence, or Stalking in Public and Section 8.

**REVISED AND AMENDED BY CFHA BOARD OF COMMISSIONERS, JULY 28, 2014**

**8.1 CAPITAL FUND PROGRAM BUDGET**

**FLAGSTAFF HOUSING AUTHORITY**

**FY2015 CAPITAL FUND PROGRAM BUDGET**

**AZ20P00650115**

**HA-WIDE**

Operations (20%)	71,536
Management Improvements (Software IT Agreements)	25,000
Administration (10%)	35,768

**AZ006000001**

Upgrade Deteriorated Waterlines at Brannen Homes	49,500
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**AZ006000002**

Siler Homes Office Mandatory ADA Improvements	69,500
Replace/Paint Siding	60,000
Repair/Replace Dortha, East, Lockett Parking Lots	46,376
<b>TOTAL</b>	<b>357,680</b>

***HOUSING AUTHORITY OF THE CITY OF FLAGSTAFF***

3481 N. FANNING DRIVE, P.O. BOX 2098, FLAGSTAFF, AZ 86003

(928) 526-0002 / FAX (928) 526-3734



**5-YEAR and ANNUAL PLAN**

**PHA FISCAL YEAR BEGINNING JULY 1, 2015**

**9.0 HOUSING NEEDS**

**WAITING LIST STATISTICAL SUMMARY**

- 1. SECTION 8 HOUSING CHOICE VOUCHER**
- 2. SECTION 8 HOMELESS**
- 3. EAST FLAGSTAFF HOUSING – PUBLIC HOUSING**
- 4. FLAGSTAFF HOUSING WEST – PUBLIC HOUSING**

### Waiting List Statistical Summary

**Waiting List: Section 8**

Race	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
American Indian/Alaska Native	0	0	0	1	3	0	0	0	0	0	4	40.00%
Black/African American	0	0	0	0	1	0	0	0	0	0	1	10.00%
White	0	0	3	0	2	0	0	0	0	0	5	50.00%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	
<b>Total Percent</b>	<b>0.00</b>	<b>0.00</b>	<b>30.00</b>	<b>10.00</b>	<b>60.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Family Composition	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
Family	0	0	2	1	6	0	0	0	0	0	9	90.00%
Single	0	0	1	0	0	0	0	0	0	0	1	10.00%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	
<b>Total Percent</b>	<b>0.00</b>	<b>0.00</b>	<b>30.00</b>	<b>10.00</b>	<b>60.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Ethnicity	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
Hispanic or Latino	0	0	0	0	1	0	0	0	0	0	1	10.00%
Not Hispanic or Latino	0	0	3	1	5	0	0	0	0	0	9	90.00%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	
<b>Total Percent</b>	<b>0.00</b>	<b>0.00</b>	<b>30.00</b>	<b>10.00</b>	<b>60.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Waiting List	SRO	Average Days Waiting									Combined Average
		0	1	2	3	4	5	6	7	8	
Section 8	0	0	874	499	1,013	0	0	0	0	0	920.00

Waiting List	Average Gross Income	Average Adjusted Income
Section 8	\$13,081.50	\$12,093.50

**Waiting List: Section 8**

Percent that are Handicapped or Disabled:	0.00%
Total Number of Handicapped or Disabled:	0
Total Number of Applicants Listed:	10
Number Over Limit for Low Income:	0
Number Qualifying for Low Income:	0
Number Qualifying for Very Low Income:	2
Number Qualifying for Extremely Low Income:	8
Percent Qualifying for Low Income:	0.00%
Percent Qualifying for Very Low Income:	20.00%
Percent Qualifying for Extremely Low Income:	80.00%

**\*\*End of Report\*\***

### Waiting List Statistical Summary

**Waiting List: S8 Homeless (does not use bedroom size)**

Race	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
White	0	0	0	0	0	0	0	0	0	0	1	100.00%
Total	0	0	0	0	0	0	0	0	0	0	1	
Total Percent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Family Composition	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
Family	0	0	0	0	0	0	0	0	0	0	1	100.00%
Total	0	0	0	0	0	0	0	0	0	0	1	
Total Percent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Ethnicity	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
Not Hispanic or Latino	0	0	0	0	0	0	0	0	0	0	1	100.00%
Total	0	0	0	0	0	0	0	0	0	0	1	
Total Percent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Waiting List	SRO	Average Days Waiting								Combined Average		
		0	1	2	3	4	5	6	7		8	
S8 Homeless (does not use bedro	0	0	0	0	0	0	0	0	0	0	0	3.00

Waiting List	Average Gross Income	Average Adjusted Income
S8 Homeless	\$0.00	\$0.00

**Waiting List: S8 Homeless**

Percent that are Handicapped or Disabled:	0.00%
Total Number of Handicapped or Disabled:	0
Total Number of Applicants Listed:	1
Number Over Limit for Low Income:	0
Number Qualifying for Low Income:	0
Number Qualifying for Very Low Income:	0
Number Qualifying for Extremely Low Income:	1
Percent Qualifying for Low Income:	0.00%
Percent Qualifying for Very Low Income:	0.00%
Percent Qualifying for Extremely Low Income:	100.00%

\*\*End of Report\*\*

### Waiting List Statistical Summary

**Waiting List: East Flagstaff Housing**

Race	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
American Indian/Alaska Native	0	0	0	120	59	8	6	0	0	0	193	59.02%
Black/African American	0	0	0	11	3	1	1	0	0	0	16	4.89%
Not Assigned	0	0	0	8	1	0	0	0	0	0	9	2.75%
White	0	0	0	93	11	3	2	0	0	0	109	33.33%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>232</b>	<b>74</b>	<b>12</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>327</b>	
<b>Total Percent</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>70.95</b>	<b>22.63</b>	<b>3.67</b>	<b>2.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Family Composition	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
Disabled	0	0	0	31	12	2	2	0	0	0	47	14.37%
Elderly	0	0	0	3	1	0	0	0	0	0	4	1.22%
Family	0	0	0	198	61	10	7	0	0	0	276	84.40%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>232</b>	<b>74</b>	<b>12</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>327</b>	
<b>Total Percent</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>70.95</b>	<b>22.63</b>	<b>3.67</b>	<b>2.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Ethnicity	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
Hispanic or Latino	0	0	0	43	11	2	2	0	0	0	58	17.74%
Not Assigned	0	0	0	8	1	0	0	0	0	0	9	2.75%
Not Hispanic or Latino	0	0	0	181	62	10	7	0	0	0	260	79.51%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>232</b>	<b>74</b>	<b>12</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>327</b>	
<b>Total Percent</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>70.95</b>	<b>22.63</b>	<b>3.67</b>	<b>2.75</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Waiting List	SRO	0	1	2	3	4	5	6	7	8	Combined Average
East Flagstaff Housing	0	0	0	245	268	132	223	0	0	0	245.00

Waiting List	Average Gross Income	Average Adjusted Income
East Flagstaff Housing	\$11,256.93	\$12,222.91

**Waiting List: East Flagstaff Housing**

Percent that are Handicapped or Disabled:	14.37%
Total Number of Handicapped or Disabled:	47
Total Number of Applicants Listed:	327
Number Over Limit for Low Income:	0
Number Qualifying for Low Income:	23
Number Qualifying for Very Low Income:	69
Number Qualifying for Extremely Low Income:	235
Percent Qualifying for Low Income:	7.03%
Percent Qualifying for Very Low Income:	21.10%
Percent Qualifying for Extremely Low Income:	71.87%

\*\*End of Report\*\*

### Waiting List Statistical Summary

**Waiting List: Flagstaff Housing West**

Race	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
American Indian/Alaska Native	0	0	44	119	59	14	0	0	0	0	236	47.58%
Asian	0	0	2	0	0	0	0	0	0	0	2	0.40%
Black/African American	0	0	13	12	4	2	0	0	0	0	31	6.25%
Not Assigned	0	0	4	8	0	0	0	0	0	0	12	2.42%
White	0	0	115	85	10	5	0	0	0	0	215	43.35%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>178</b>	<b>224</b>	<b>73</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>496</b>	
<b>Total Percent</b>	<b>0.00</b>	<b>0.00</b>	<b>35.89</b>	<b>45.16</b>	<b>14.72</b>	<b>4.23</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Family Composition	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
Disabled	0	0	83	32	13	4	0	0	0	0	132	26.61%
Elderly	0	0	17	2	1	0	0	0	0	0	20	4.03%
Family	0	0	40	190	59	17	0	0	0	0	306	61.69%
Single	0	0	38	0	0	0	0	0	0	0	38	7.66%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>178</b>	<b>224</b>	<b>73</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>496</b>	
<b>Total Percent</b>	<b>0.00</b>	<b>0.00</b>	<b>35.89</b>	<b>45.16</b>	<b>14.72</b>	<b>4.23</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Ethnicity	SRO	0	1	2	3	4	5	6	7	8	Total	Percent
Hispanic or Latino	0	0	22	41	10	4	0	0	0	0	77	15.52%
Not Assigned	0	0	4	8	0	0	0	0	0	0	12	2.42%
Not Hispanic or Latino	0	0	152	175	63	17	0	0	0	0	407	82.06%
<b>Total</b>	<b>0</b>	<b>0</b>	<b>178</b>	<b>224</b>	<b>73</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>496</b>	
<b>Total Percent</b>	<b>0.00</b>	<b>0.00</b>	<b>35.89</b>	<b>45.16</b>	<b>14.72</b>	<b>4.23</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Waiting List	SRO	Average Days Waiting								Combined Average	
	0	1	2	3	4	5	6	7	8		
Flagstaff Housing West	0	0	425	235	278	150	0	0	0	0	306.00

Waiting List	Average Gross Income	Average Adjusted Income
Flagstaff Housing West	\$11,089.83	\$11,942.21

**Waiting List: Flagstaff Housing West**

Percent that are Handicapped or Disabled: 26.61%

Total Number of Handicapped or Disabled: 132

Total Number of Applicants Listed: 496

Number Over Limit for Low Income: 0

Number Qualifying for Low Income: 37

Number Qualifying for Very Low Income: 109

Number Qualifying for Extremely Low Income: 350

Percent Qualifying for Low Income: 7.46%

Percent Qualifying for Very Low Income: 21.98%

Percent Qualifying for Extremely Low Income: 70.56%

\*\*End of Report\*\*

## 9.0 HOUSING NEEDS CONTINUED

A number of barriers exist to Flagstaff meeting the needs of low- and moderate-income residents with regard to affordable housing. These barriers include geographic and physical constraints, regulatory limitations, and economic impediments as follows:

- **Geographic and physical constraints.** Flagstaff is surrounded by National Forests and Bureau of Land Management property, which is currently not available for development, and is a significant limiting factor in the community's ability to grow. The limited land for development has led to extremely high land costs. In addition, construction costs are noticeably high in the Flagstaff area. Average costs are over \$150 per square foot, which makes the development of units affordable to households with low and moderate incomes extremely difficult.
- **Regulatory limitations.** The City of Flagstaff's Community Housing Task Force was charged with making changes, including regulatory impediments to affordable housing and housing program policies. The Task Force has provided staff direction regarding research and implementation of changes including, but not limited to:
  1. Resource protection restructuring
  2. Relaxation of setbacks and parking requirements with the Land Development Code
  3. Density allowances
  4. Ease restriction of available land for maximized benefit
  5. An amendment to the City Charter exempting workforce housing from the expenditure cap
- **Economic impediments.** The greatest barrier in the Flagstaff community is the income levels. Flagstaff's median income has risen by approximately 1% annually for the past five years while home prices have risen 85%. Over 18% of Flagstaff's population is below poverty level and has difficulty in paying the prevailing fair market rents.

### Rental Housing Unit Need

The following information can be located in the City of Flagstaff's Consolidated Plan provided to HUD for fiscal year 2011-2015, page 33.

While rent subsidies and affordable rental units assist many of the lowest income renters, extremely low income renters are the most severely cost burdened. An affordable rent for this income category would not exceed \$425/month including utilities, and there are an estimated 415 units needed in this rent range. Considering that the monthly cost of maintaining a rental unit averages approximately \$250 to \$300, providing affordable rental units for extremely low-income households necessitates a deep subsidy as there is little cash flow to secure financing.

In addition to units needed for extremely low income households, the Housing and Community Sustainability Nexus Study estimated that 790 additional affordable rental units for households earning between 30% and 60% of the AMI. These units would rent for not more than \$709/month including utilities.

	Affordable Rent up to	Cost-burdened (non-Student) Renters	Affordable Units	Units Needed
Extremely Low Income (<30% AMI) (1)	\$425	1,232	817	415
Low Income (30% - 60% AMI) (2)	\$709			790

(1) 2006/2008 ACS  
 (2) 2008 Housing and Community Sustainability Nexus Study

## **9.1 STRATEGY FOR ADDRESSING HOUSING NEEDS**

The jurisdiction of Flagstaff Housing Authority (FHA) assistance is within the corporate city limits of Flagstaff, AZ. FHA owns 265 low-income public housing units; manages 333 Section 8 Housing Choice Vouchers; 38 VASH Vouchers; 12 SRO Section 8 vouchers for the seriously mentally ill; and manages an 80 unit Section 8 New Construction development. In order to meet the Housing Needs the following is necessary:

- Apply for additional Section 8 vouchers should they become available.
- Leverage affordable housing resources in the community through the creation of mixed-financed housing.
- Pursue housing resources other than public housing or Section 8 tenant-based assistance, i.e. Housing Trust Fund.
- Allow the use of current Housing Choice Voucher funding to issue additional vouchers.
- Congress needs to provide funding for new public housing development.

# ***HOUSING AUTHORITY OF THE CITY OF FLAGSTAFF***

3481 N. FANNING DRIVE, P.O. BOX 2098, FLAGSTAFF, AZ 86003  
(928) 526-0002 / FAX (928) 526-3734



## **5-YEAR and ANNUAL PLAN**

**FISCAL YEAR BEGINNING JULY 1, 2015**

### **10.0 (b) Substantial Deviation or Significant Amendments of Modifications**

The Capital Fund Program Rolling Five-Year Action Plan needs to be amended to include the following:

- Flood control at Siler Homes Office - \$20,000 to be reprogrammed from the FY2013 Capital Fund Program AZ20P00650113
- Mandatory ADA improvements to the Siler Homes Office - \$69,500 has been budgeted in the FY2015 Capital Fund Program AZ20P00650115

The above-mentioned items will be included in the PHA Plan Public Hearing scheduled for Monday, March 16, 2015 and will be included in the FY2015 PHA 5-Year and Annual Plan.

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Andy Wagemaker, Revenue Director  
**Co-Submitter:** Amy Hagin, Project Manager - Dev. Engineering  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015



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**TITLE:**

**Consideration and Acceptance of Proposal and Contracts and Adoption of Resolution No. 2015-13:** Community Banking Program Services (*Approve contracts with Alliance Bank and adopt Resolution authorizing agents for financial transactions*)

**RECOMMENDED ACTION:**

1. Accept the proposal and approve contracts with Alliance Bank of Arizona for a community banking program (CDARS Placement Agreement; CDARS Placement Agreement Supplement; Custodial Agreement; Custodial Agreement Amendment);
2. City Clerk to read Resolution No. 2015-13 by title only;
3. Adopt Resolution No. 2015-13.

**Executive Summary:**

Per Council direction, staff was asked to issue a Request for Proposal (RFP) for Community Banking Services for purchases of investments through the Certificate of Deposit Registry Services (CDARS) program for an amount not to exceed \$5,000,000 and for a term not to exceed three (3) years. The goal of the RFP process, with direction from Council, was to solicit proposals from lending institutions that met the following criteria.

- The proposer participated in the CDARS program.
- The proposer was considered "local", defined as: "...any Arizona state chartered financial institution with a physical presence within the Flagstaff city limits and licensed with the Arizona Department of Financial Institutions.
- The proposer was willing to provide regular updates to Council on local lending practices.

The RFP process resulted in the proposal now under consideration by Council. The proposal contains investments allowed by the City's investment policy that maintain the City's goals of safety, liquidity and yield.

**Financial Impact:**

There is no direct financial impact for the City. The City is allowed under its investment policy to invest in the proposed securities and the projected returns of the proposed investments are in line with other investments the City may invest in.

In addition, the City will invest the \$5,000,000 dollars under a "laddering" strategy. This will allow the City to reinvest funds at higher interest rates if interest rates rise over the short term.

**Connection to Council Goal and/or Regional Plan:**

Effective governance.

**Has There Been Previous Council Decision on This:**

Yes. Barbara Goodrich provided a City Council Report (CCR) to City Council in September 2013. Ms. Goodrich also presented more information to City Council at a City Council work session in March 2014. Another presentation to City Council was giving by Andy Wagemaker at the September 30, 2014 City Council work session.

**Options and Alternatives:**

- 1) Accept the Proposal and approve the agreement with Alliance Bank of Arizona for a community banking program.
- 2) Reject the proposal and do not approve the agreement with Alliance Bank of Arizona for a community banking program. The designated funds will be invested in other investments approved in the City's investment policy.

**Background/History:**

The City of Flagstaff Revenue Section is responsible for the safekeeping and investment of all public monies and has created an investment policy that provides for the prudent and efficient investment of the City's temporarily idle cash while safely maximizing returns within carefully defined investment parameters. The objectives of the City's Investment Policy, in order of priority, are safety, liquidity, and yield. Within these objectives, the Revenue Section is continuously evaluating investment opportunities to maximize the return on City monies.

The City of Flagstaff Mayor and Council are committed to a community bank deposit program. The Council endorsed a community bank deposit program whereby a maximum of \$5 million dollars will be deposited into a Certificate of Deposit Registry Service ("CDARS") at "local" financial institutions where the City's deposit would be totally insured by FDIC insurance, fully collateralized with U.S. Government Obligations, or fully covered by a combination of FDIC insurance or the aforementioned collateral.

Barbara Goodrich provided a City Council Report (CCR) to City Council in September 2013. Ms. Goodrich also presented more information to City Council at a City Council work session in March 2014. Another presentation to City Council was giving by Andy Wagemaker at the September 30, 2014 City Council work session. At this last work session, City Council gave the direction to proceed with the RFP and this proposal is the culmination of all those efforts.

**Key Considerations:**

Through the RFP process the City received one (1) proposal response from Alliance Bank of Arizona. With only one (1) proposal response submitted, a small group of City staff reviewed the proposal to ensure that the City's requirements were met and to ensure the intent of the solicitation was met.

**Community Involvement:**

Inform

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**Attachments:**     [CDARS Placement Agreement](#)  
                              [CDARS Placement Agreement Supplement](#)  
                              [Custodial Agreement](#)

Custodial Agreement Amendment

Banking Resolution

Signature Form

# CDARS® Deposit Placement Agreement

You, the undersigned, and Western Alliance Bank (referred to in this agreement as "we" and "us") are entering into this agreement to set forth the terms and conditions under which we will assist you from time to time in placing your funds in time deposits with depository institutions (each an "Insured Institution") whose accounts are insured by the Federal Deposit Insurance Corporation ("FDIC"). Through an arrangement with Promontory Interfinancial Network, LLC ("Promontory"), we will endeavor to place your funds in time deposits ("CDs") issued by Insured Institutions through Promontory's Certificate of Deposit Account Registry Service®, or CDARS®. These CDs will be issued only in principal amounts that, when aggregated with interest to accrue over the term of the CD, will not exceed the Standard Maximum Deposit Insurance Amount ("SMDIA") for deposits of one depositor at one Insured Institution (\$250,000). We also will act as the custodian with respect to your CDs pursuant to the custodial agreement that we have separately entered into with you ("Custodial Agreement"). The terms of our custodial relationship with you are set forth in the Custodial Agreement. Funds held in accounts with us pending placement through CDARS or resulting from payments on CDs may be subject to the FDIC insurance limits applicable to those deposits and therefore may not be fully insured by the FDIC<sup>1</sup>.

CDARS is a proprietary process owned by Promontory that reviews requests submitted by participating financial institutions (e.g., banks and registered broker-dealers) on behalf of their customers to allocate the customers' funds to Insured Institutions for placement by the participating financial institution in CDs at those Insured Institutions ("Orders"). Orders must be submitted by a specified date ("Order Date"), and Promontory will process the Orders and propose allocations of funds to Insured Institutions that are willing to accept deposits on a specified "Order Allocation Date," which currently is the same as the Order Date. Your funds will be placed, and CDs will be issued to you, on the "Settlement Date," which is the day after the Order Allocation Date.

CDARS offers different types of transactions through which we may place your funds with Insured Institutions. In a "CDARS Reciprocal<sup>SM</sup> Transaction," we receive funds for deposit from other participating financial institutions in an amount equal to the amount of funds that we have placed for you using CDARS on a Settlement Date, and we do not receive a fee. In a "CDARS One-Way<sup>SM</sup> Transaction," we do not receive funds for deposit, but we may receive a fee from one or more Insured Institutions that received deposits using CDARS on that Settlement Date. Funds that we place for you through a CDARS transaction may be placed at an Insured Institution without regard to whether the Insured Institution is participating in CDARS on that Order Date through a CDARS Reciprocal Transaction or through a CDARS One-Way Transaction or otherwise. **We will place your funds through a CDARS Reciprocal Transaction unless we notify you that we will place your funds through a CDARS One-Way Transaction and you consent to our doing so. If you wish to have us place your funds only through a CDARS Reciprocal Transaction, you may check a box provided for this purpose at the end of this Agreement. If you do not check this box we will not place your funds through a CDARS One-Way Transaction without your consent.**

This agreement sets forth important information about the placement process. By signing this agreement you agree to be bound by its terms each time that you submit funds to us for placement. Please read it carefully. Some of the features of the CDs and the placement process are:

- When we place your funds, you will be issued CDs by Insured Institutions that have entered into agreements with Promontory.
- We will act as your custodian with respect to those CDs.
- The CDs issued to you by Insured Institutions will have the interest rates and annual percentage yields ("APY") you have agreed to with us.
- You will not be charged a fee in connection with CD placements.
- You select the maturities and payment terms of your CDs from those that are available through CDARS at the time that you submit your funds for placement.
- You may designate any Insured Institution as ineligible to receive your funds.
- No secondary market for the CDs currently exists, but early withdrawal of any CD you purchase will be available, subject to penalties that may be substantial.

<sup>1</sup> See Section 4(b) below for a description of FDIC insurance coverage of funds held in accounts with us pending placement using CDARS or resulting from payments on CDs previously placed using CDARS.

## Section 1. Your Relationship With Us (a) Agency and Custodial Relationship

We have entered into a contract with Promontory pursuant to which we will use CDARS to assist us in endeavoring to place your funds at other Insured Institutions that have also entered into contracts with Promontory. Pursuant to our contract with Promontory, we will adhere to Promontory's policies and procedures in placing your funds.

We will act as your agent in connection with the placement of your funds in CDs. As set forth above, we will place your funds through a CDARS Reciprocal Transaction unless you agree to having your funds placed through a CDARS One-Way Transaction. **Although we will act as your agent in connection with the placement of your funds, we are not acting as your investment adviser and have no obligation to advise you of alternative investments available through CDARS or otherwise. Further, we make no representations with respect to the interest rates on deposits available on an Order Date through us or through CDARS, and we may receive greater benefits when we place your funds through one type of CDARS transaction than when we do so through another type of CDARS transaction or than we would if you instructed us to make a deposit other than through a CDARS transaction.**

We will act as your custodian with respect to your CDs acquired through CDARS. We have entered into an agreement with The Bank of New York Mellon to act as our sub-custodian with respect to the CDs for which we are acting as your custodian. No physical certificates evidencing the CDs will be issued. Each CD for which we act as your custodian (i) will be recorded on the records of the Insured Institution that issues the CD in the name of our sub-custodian, (ii) will be recorded on the records of the sub-custodian in our name, and (iii) will be recorded on our records in your name, all in a manner that will permit your CD to be FDIC insured to the same extent as if you held it directly with the Insured Institution. The records of the sub-custodian will also identify you as the owner of the CDs based on information provided to The Bank of New York Mellon by us. You will receive from us a written confirmation of the issuance of your CDs and periodic account statements that will reflect your ownership of your CDs. The confirmation of CD issuance and the account statement(s) will be the only evidence that you will receive of your ownership of the CDs. You should retain the confirmation and the account statement(s) for your records.

While we are acting as your custodian, (i) all payments with respect to the CDs by the Insured Institutions that issue the CDs will be made to us, and we will credit the funds to an account or accounts you maintain with us or disburse the funds pursuant to your instructions, and (ii) you can enforce your rights in the CDs through us. You may not transfer the CDs directly to another custodian. At your election, you may dismiss us as custodian, and your ownership of a CD may be recorded in your name on the books of the Insured Institution that issued the CD. If you choose to have the CD maintained in your name on the books of the Insured Institution that issued the CD, you will be able to enforce your rights in the CD directly against that Insured Institution.

## (b) Fees

You will not pay a fee in connection with your placement of funds. If we place your funds through a CDARS Reciprocal Transaction, we will pay a fee to Promontory for using the CDARS order allocation services and certain other services. If we place your funds through a CDARS One-Way Transaction, we and Promontory will receive fees from one or more Insured Institutions receiving deposits through CDARS in respect of that Order Date. We may, in our discretion, waive some or all of our fee, and Promontory may, in its discretion, waive some or all of its fee. We and Promontory may receive different fees from different Insured Institutions in connection with the same transaction.

## (c) Limits on Placements

Although we, through our arrangement with Promontory, will endeavor to place your funds, Promontory is not obligated to allocate Orders in a way that results in the placement of some or any of your funds. If any of your funds are not placed, the unplaced funds will be returned to you. You may ask us to submit a new Order for the placement of unplaced funds on another Order Date. Please review Section 2(b) concerning limitations in the CDARS allocation process.

**(d) Each CD Will Be an Obligation of the Issuer**

Each CD will be a deposit obligation of the Insured Institution that issued the CD and will not be, either directly or indirectly, our obligation or an obligation of Promontory. Your CD will not be issued until the issuing Insured Institution receives and accepts your funds.

**(e) APY**

If you are not a "consumer" for purposes of the Truth-in-Savings Act ("TSA"), or if our communication with you in connection with your placement of funds through CDARS is not an "advertisement" for purposes of TSA, we are not obligated to provide you with an APY on your CDs.

**(f) Mutual Institution Voting and Subscription Rights**

If a CD is issued to you by an Insured Institution that is formed as a mutual organization (i.e., the depositors have an ownership interest in the organization) ("Mutual Institution") for funds placed for you through CDARS, you may receive through us a notice of a meeting of the depositor members of that mutual institution. Because your CD will be identified on the books of the Mutual Institution in the name of the sub-custodian and not in your name, you will not be entitled to attend the meeting or vote by proxy. Under our agreement with the sub-custodian, the sub-custodian will forward meeting notices to us (for delivery to you) but it will not attend the meeting or vote by proxy.

It is possible that the Mutual Institution also may send notice of its intention to convert to a stock institution, and provide for priority, nontransferable subscription rights for depositor members of the Mutual Institution to purchase stock in the conversion. Because your CD will be identified on the books of the Mutual Institution in the name of the sub-custodian and not in your name, you will not be entitled to exercise any subscription right to purchase the stock, or to vote on the conversion. The sub-custodian will not purchase any stock in the conversion.

Accordingly, if you wish to receive meeting notices directly, attend meetings and vote (to convert from the mutual to stock form of ownership, form a mutual holding company or otherwise) with respect to a CD you have acquired from a Mutual Institution through CDARS, or if you wish to receive subscription rights in the event the Mutual Institution converts from mutual to stock form, you will have to dismiss us as custodian prior to the applicable record date (a date usually at least a year in advance from the date the Mutual Institution's board of directors adopts a plan of conversion) and have your ownership of the CD recorded in your name directly on the books of the Mutual Institution that issued the CD.

**Section 2. Promontory**

**(a) General**

Promontory is not your agent and is responsible solely to us for performing the services for which we have retained it. Promontory uses the proprietary process included in CDARS to allocate Orders submitted on a specified Order Date by Insured Institutions to other Insured Institutions that are willing to accept deposits through CDARS.

On an Order Allocation Date, Promontory uses the CDARS allocation process to propose placements of funds with Insured Institutions wishing to receive funds, subject to your approval as set forth in the procedures described in Section 3 of this agreement ("Placement Procedures"). CDs for funds placed through CDARS will be issued to you on the business day immediately following the Order Allocation Date (the "Settlement Date"). A "business day" means any day other than a Saturday, a Sunday or a day on which banks in New York, New York, are authorized or required by law or regulation to close.

In addition to the fees payable to it in connection with CDARS Reciprocal Transactions and CDARS One-Way Transactions, Promontory may realize profits or incur losses in connection with the placement of your funds at one or more Insured Institutions on the terms you have selected.

**(b) Factors Affecting the CDARS Allocation Process**

Promontory is not obligated to allocate Orders. Furthermore, the allocation process utilized by Promontory may reflect considerations of federal and state law, funding needs of Insured Institutions, general economic conditions, Promontory's objectives, or other factors determined by Promontory in its sole discretion. Promontory may allocate the placement of your funds in a manner that enhances Promontory's profits without increasing the interest rate available to you.

**(c) CDARS Reciprocal Transaction**

When we notify Promontory that we wish to submit your funds for placement through a CDARS Reciprocal Transaction on an Order Date, we will agree to accept for deposit an equal or greater amount of deposits through CDARS. On the Settlement Date, CDs will be issued to you and we will accept deposits placed by other participating institutions.

Your funds may be placed at Insured Institutions that are submitting funds for placement through a CDARS Reciprocal Transaction or at Insured Institutions that have requested deposits through CDARS with respect to the same Order Date. When your funds are placed through a CDARS Reciprocal Transaction, we may make or receive payments based upon the difference between the interest rate we have agreed upon with you for your CDs and the interest rate we pay on CDs that we issue to customers of other Insured Institutions. These payments will be calculated pursuant to a formula that uses the projected volume-weighted average interest rate for deposits placed through CDARS Reciprocal Transactions on the same day your funds are placed. These payments are intended to provide us with the same interest cost on the CDs we issue to depositors of other Insured Institutions through a CDARS Reciprocal Transaction as we would have incurred had we issued the CDs directly to you.

Any payments made or received by us, or fees received by Promontory, will not change the terms we have agreed upon with you for your CDs.

**(d) CDARS One-Way Transaction**

On any Order Date, Promontory may receive commitments from Insured Institutions wishing to receive funds through a CDARS One-Way Transaction. Based on these commitments, Promontory communicates to us the maximum amount of funds that can be submitted for placement through CDARS One-Way Transactions in each CD maturity on that Order Date. Within the CDARS allocation procedures One-Way Transaction funds and Reciprocal Transaction funds are fungible, and One-Way Transaction funds may be placed at Insured Institutions that are submitting funds for placement through CDARS Reciprocal Transactions or that have requested funds for deposit on that Order Date.

If we place your funds through a CDARS One-Way Transaction, we will not receive deposits on the Settlement Date, and we will not make or receive payments as described under "CDARS Reciprocal Transactions" above. Your funds may be placed at Insured Institutions that are submitting funds for placement through CDARS Reciprocal Transactions or that have requested funds for deposit on that Order Date.

As set forth above, we and Promontory each will receive a fee when we place your funds through a CDARS One-Way Transaction, and we or Promontory may waive all or part of this fee.

Any fees received by us or Promontory will not change the terms we have agreed to with you for your CDs.

**Section 3. Placement Procedures**

**(a) Order Dates and Terms of CDs**

Each time you notify us that you wish to place funds through CDARS, we will inform you of (i) the available Order Dates, (ii) the CD maturities and payment terms available on each Order Date, (iii) the penalties that will be imposed on you for early withdrawal, (iv) any limits with respect to placing funds, and (v) whether we intend to submit the funds for placement through a CDARS One-Way Transaction.

The terms and conditions available for CDs may change from time to time. Each CD issued by an Insured Institution will have a principal amount that, when aggregated with interest to accrue during the term of the CD, will not exceed the SMDIA. You may obtain information about the terms of the CDs made available through CDARS on an Order Date at [www.CDARS.com/products](http://www.CDARS.com/products).

The interest rates and APYs for the CDs we offer to obtain for you through CDARS will be agreed upon by you and us. For placements through CDARS Reciprocal Transactions, the interest rate and APY we agree upon with you will reflect the interest rate and APY we are willing to pay, after paying a fee to Promontory. For placements through CDARS One-Way Transactions, the interest rate and APY we agree upon with you will reflect the interest rate and APY that Insured Institutions requesting funds through CDARS One-Way Transactions for that Order Date are willing to pay after paying fees to Promontory and us.

Interest on your CDs will compound daily. Payment options may vary based on the maturity of the CD. You may have the option with some CDs to choose between monthly

payments of interest and payment of interest at maturity, or other available interest payment terms. In addition, depending on the terms and conditions of a particular CD, you may be able to change the payment terms of the CD during the term of the CD. If you choose to have interest paid to you during the term of the CD, you may not be able to re-invest the interest you are paid at an interest rate as favorable to you as the interest rate paid on the CD.

Each CD will earn interest from the day your funds are deposited at the Insured Institution that issues the CD up to, but not including, the day your CD matures. If the date on which a payment with respect to a CD is due is not a business day, that payment will be made on the previous business day.

**(b) Presumption of CDARS Reciprocal Transaction**

We will submit an Order for a CDARS Reciprocal Transaction unless we inform you that we will place your funds through a CDARS One-Way Transaction and you agree to our doing so.

If you are a public funds depositor or a nonprofit institution submitting funds for placement and wish your funds to be placed only in a CDARS Reciprocal Transaction, please inform us by checking the box at the end of this agreement.

**(c) List of Insured Institutions**

Each time you notify us that you desire to place funds through CDARS, you may obtain from us a list of Insured Institutions at which your funds may be placed. Not all of these Insured Institutions may be available to issue CDs with respect to an Order Date, and, before the list is provided to you, we may have designated some Insured Institutions as ineligible to receive funds from our depositors. You should review the list provided to you and inform us of the name(s) of any Insured Institution(s) at which you do not want to make a deposit, for any reason. At your option, you may also provide us with the names of Insured Institutions not then on the list at which you do not want to make a deposit. Once you have informed us of the name of an Insured Institution at which you do not want to make a deposit, your funds – whether submitted for placement through CDARS at the time you sign this agreement or in the future – will not be placed at that Insured Institution until you notify us in writing that funds may be placed in the Insured Institution. (For your convenience, at the time you sign this agreement you may indicate to us on Schedule 1 the names of Insured Institutions at which you do not want to make a deposit.) Upon your request, we will obtain from Promontory the list it maintains of Insured Institutions at which you do not wish to make a deposit. As set forth below, you are responsible for monitoring your deposits at each Insured Institution for purposes of FDIC insurance coverage.

**(d) Request for Placement of Funds**

When you request that we place your funds using CDARS, we will submit an Order to Promontory, which will include the type of CDARS transaction, the Order Date, the amount of funds to be placed, and the terms (including interest rate and APY) of the CDs you are seeking. The Order will be in a form established by Promontory. In order for us to submit an Order, you must provide us with all information required by Promontory no later than the time specified in paragraph 1 of Schedule 2.

**(e) Approval of Proposed Placements**

We will not know the name(s) of Insured Institution(s) at which your funds will be placed at the time we submit an Order. On each Order Allocation Date for which we submitted an Order, we will make available to you a list of the names of Insured Institutions at which your funds are proposed to be placed, the proposed deposit amount at each Insured Institution and the names of proposed alternate Insured Institutions at which your funds may be placed. You may obtain that list from us on the Order Allocation Date at or after the time specified in paragraph 3 of Schedule 2, and at any time prior to the time specified in paragraph 4 of Schedule 2, you may notify us of the name or names of any of the proposed or proposed alternate Insured Institutions at which you do not want to make a deposit. Although you may direct us not to place funds at a proposed or alternate proposed Insured Institution, you cannot direct us to place funds at a specific Insured Institution or specify the amount to be placed at any Insured Institution.

If you eliminate one or more of the proposed or proposed alternate Insured Institutions from the list, or if one or more of them becomes unavailable for placement for any reason, your funds will be placed at the Insured Institutions that were not eliminated. If a sufficient number of proposed and proposed alternate Insured Institutions are eliminated or become unavailable so that not all of your funds can be placed, only as much of your funds will be placed as can be deposited at the remaining Insured Institutions in CDs with principal amounts that, when aggregated with interest to accrue during the term of the CDs, will not

exceed the SMDIA. Your remaining funds will not be allocated on the Order Allocation Date. In such case, we will inform you of the amount of your funds that will not be placed, and you may request that we resubmit an Order for your unplaced funds on another Order Date by repeating the procedure outlined above.

If in connection with any placement of your funds using CDARS, you eliminate a proposed or proposed alternate Insured Institution in accordance with the above procedures, funds that you subsequently submit for placement will not be placed in that Insured Institution until you notify us otherwise in writing.

**(f) Your Consent to Placement**

Your funds will not be placed unless you have consented to their placement. You will be deemed to have consented to the placement of your funds at the proposed or proposed alternate Insured Institutions as of the time specified in paragraph 4 of Schedule 2 if by that time you:

- (i) communicate your approval to us;
- (ii) do not request the list of proposed and proposed alternate Insured Institutions from us;
- (iii) request the list of proposed and proposed alternate Insured Institutions from us, but do not respond to the proposed list; or
- (iv) respond to the list of proposed and proposed alternate Insured Institutions by eliminating one or more of the Insured Institutions, in which case you will be deemed to have consented to the placement of your funds at those Insured Institutions that you have not eliminated.

**(g) Time by Which We Must Have Your Funds; Settlement of Transactions**

Unless we have made other arrangements, each time that you agree to a placement of funds under this agreement you also agree that, by the time specified in paragraph 5 of Schedule 2, you will have in a deposit account with us immediately available funds, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance, equal to the amount of funds you have informed us that you are seeking to place. On the Settlement Date, your funds will be deposited at Insured Institutions, payments to be made in connection with the placement of CDs will be made, and the CDs will be issued.

**(h) Additions and Early Withdrawal**

No additions or amendments may be made to any CD. Insured Institutions impose a penalty on withdrawal of a CD prior to its maturity. However, no penalty will be charged for early withdrawal upon the death of an individual who is the sole account holder or joint account holder of the CD. This exception applies to an individual who is the named account holder as well as an individual who is the sole current mandatory or discretionary income beneficiary of a trust, including the sole current beneficiary of a unitrust or annuity trust. Written verification acceptable to the Insured Institution that issued the CD may be required in such an event. We will inform you of the early withdrawal penalties applicable to your CDs when you submit funds for placement. For a CD with a term of 4 or 13 weeks, the early withdrawal penalty is equal to 28 or 90 days, respectively, of simple interest calculated at the CD rate. The penalties for early withdrawal of 4 or 13 week CDs are equivalent to substantially all of the interest that would have been earned over the full term and will invade principal. For a CD with a term of 26 weeks or longer, the early withdrawal penalty is equal to simple interest calculated at the CD rate for approximately half the number of days in the full term. The penalties for early withdrawal of CDs with a term of 26 weeks and longer are equivalent to half of the interest that would have been earned over the full term and may invade principal. The current schedule of products available and applicable early withdrawal penalties may be viewed at [www.CDARS.com/products](http://www.CDARS.com/products).

Pursuant to the Internal Revenue Code of 1986, as amended, the beneficiary of an Individual Retirement Account ("IRA") (but not a Roth IRA) may incur a penalty if the beneficiary does not begin making withdrawals from the IRA after age 70-1/2. A CD held in an IRA is not eligible for early withdrawal without penalty simply because the beneficiary must withdraw the CD to avoid a tax penalty.

Early withdrawal of a CD may be made only in whole, not in part. You may request early withdrawal by contacting us, at which time you may specify which of your CDs you would like us to withdraw. If you choose not to specify which of your CDs to withdraw, early withdrawals will be made using an automated process that generates random selections based on amount. In general, early withdrawal proceeds will be available to you two business days after we receive your early withdrawal request.

Neither we nor Promontory will advance funds in connection with early withdrawals, and early withdrawal proceeds will not be available to you until they are paid to us by the Insured Institution that issued the CD being withdrawn.

**(j) No Automatic Renewal or Rollover**

The CDs will mature on the date shown on the confirmation of CD issuance. Upon maturity, the principal amount of, and unpaid accrued interest on, the CD will be paid to you. The CDs will not be automatically renewed or rolled over, and interest on the CDs will not continue to accrue after the maturity date. If upon maturity you wish to re-deposit your funds in CDs through CDARS, you must instruct us to re-submit the funds as a new placement or you must take advantage of our preauthorized re-submission process as described in Section 3(j).

**(j) Preauthorized Re-submission**

At the time you submit funds to us for placement through CDARS, you may enter into a written agreement with us to preauthorize terms for re-submission of those funds for placement through CDARS upon the maturity of your CDs. Unless we have entered into such a written re-submission arrangement with you, if you wish to re-submit your funds upon maturity of your CDs you must contact us before we re-submit your funds through CDARS to establish the new terms (including interest rate and APY) and the other specifics of your Order for your re-submitted funds.

**(k) No Physical Certificates**

As set forth in Section 1, no physical certificate evidencing a CD will be issued. You should not purchase a CD through CDARS if you need to take physical possession of a certificate.

**Section 4. Important Considerations**

**(a) Compare Features**

You should compare the rates of return and other features of a CD to other available deposit accounts before deciding to purchase CDs using CDARS. Although the CDs are issued by other Insured Institutions, the rates of interest paid on the CDs are determined by us based on (i) the interest rates and APYs we are willing to pay on deposits that we accept through CDARS on the Settlement Date (if your funds are placed by us through a CDARS Reciprocal Transaction) or (ii) the interest rate and APY that Insured Institutions that have requested funds through CDARS One-Way Transactions for that Settlement Date are willing to pay after paying fees to Promontory and us (if your funds are placed by us through a CDARS One-Way Transaction). **These rates may be higher or lower than the rates on CDs available through a CDARS One-Way Transaction (if we are placing your funds using a CDARS Reciprocal Transaction) or a CDARS Reciprocal Transaction (if we are placing your funds using a CDARS One-Way Transaction) or on comparable deposits available directly from us, from Insured Institutions that issue the CDs using CDARS, from other Insured Institutions, or from insured depository institutions not participating in CDARS.**

**(b) Uninsured Deposits With Us**

- (i) Except for funds you hold in certain noninterest-bearing transaction accounts as explained in paragraph (ii) below, funds you hold in one or more deposit accounts with us before placement using CDARS, or as a result of payments of interest or principal on CDs previously placed using CDARS, will be aggregated for FDIC insurance purposes with all other deposits you hold in deposit accounts with us in the same insurable capacity. As a result, the FDIC may not fully insure such funds if the aggregate amount exceeds the SMDIA. You should discuss with us the options for holding your funds before placement and for having the payments on the CDs deposited with us or elsewhere. See Section 5 below, "FDIC Insurance Information." If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements with us to have such funds collateralized, protected by a properly executed repo sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.
- (ii) From December 31, 2010, through December 31, 2012, the FDIC will fully insure funds you hold in a noninterest-bearing transaction account with us, without regard to the SMDIA, if (A) interest is neither accrued nor paid on the account, (B) the account is one from which we permit you to make withdrawals for the purpose of making payments or transfers to third parties, and (C) we do not reserve the right to require advance notice of an intended withdrawal from the account.

**(c) Insolvency of an Insured Institution**

In the event an Insured Institution approaches insolvency or becomes insolvent, the Insured Institution may be placed in a regulatory conservatorship or receivership in which the FDIC is typically appointed as conservator or receiver. The FDIC may thereafter pay off the CDs issued by that Insured Institution prior to maturity or transfer the CDs to another insured depository institution. See Section 5 below, "FDIC Insurance Information."

**(d) Reinvestment Risk**

If your CD is paid prior to maturity as a result of the issuing Insured Institution's insolvency or a voluntary early withdrawal (see Section 3(h) above, "Additions and Early Withdrawal"), you may not be able to reinvest your funds at the same interest rate that you received on the original CD. Neither we nor Promontory is responsible to you for any losses you may incur as a result of a lower interest rate on an investment replacing your CD.

**(e) Investment Restrictions**

If you are subject to restrictions with respect to the placement of funds in depository institutions, it is your responsibility to determine whether the placement of your funds by us using CDARS satisfies those restrictions. For example, when placing funds for deposit using CDARS, some governmental unit depositors may be required by law or policy to place funds only using a CDARS Reciprocal Transaction, in which the institution placing the funds for deposit using CDARS receives funds for deposit in an amount equal to the amount of funds that was placed by the depositor using CDARS with respect to the corresponding Order Date. When we place funds for deposit using a CDARS One-Way Transaction, we will not receive matching funds using CDARS.

**Section 5. FDIC Insurance Information**

**(a) Deposit Insurance Coverage**

In general, and except as explained in Section 4(b) above, all accounts and deposits that you maintain with an Insured Institution in the same insurable capacity (whether you are acting directly or through an intermediary) would be aggregated for purposes of the SMDIA. Insurable capacities include individual accounts, joint accounts and individual retirement accounts. A tax identification number is not evidence of, and does not establish, an insurable capacity that is separate from another tax identification number used by the same person or entity. Upon request, we will provide you with a copy of the FDIC brochure "Your Insured Deposits – FDIC's Guide to Deposit Insurance Coverage." You may also obtain information about deposit insurance coverage by contacting the FDIC, Office of Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20429), by telephone (877-275-3342, 800-925-4618 (TDD) or 202-942-3100), or by e-mail (dcinternet@fdic.gov), or by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov). You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one capacity.

FDIC deposit insurance coverage applies to the principal and accrued interest on all CDs and other deposit accounts maintained by you in the same insurable capacity at a single Insured Institution. The records maintained by the Insured Institution, us and our sub-custodian regarding ownership of CDs will be used to establish your eligibility for federal deposit insurance payments in respect of CDs issued through CDARS. Accordingly, it is necessary that you immediately report to us any changes in the CD ownership information that you originally provided to us in connection with the submission of your Order. We will inform the sub-custodian of any changes in ownership of the CD, thereby assuring that the sub-custodian will have accurate information to provide to the FDIC in the event of the closure of the Insured Institution that issued the CD. However, the FDIC could require you to provide additional documentation before insurance payments would be released to you.

**(b) Government Unit Deposits**

The requirements for deposit insurance coverage of the deposits of the United States government, state, county and municipal governments and their political subdivisions; the District of Columbia and the Commonwealth of Puerto Rico are specifically set forth in regulations of the FDIC (12 C.F.R. 330.15). In general, and except as explained in Section 4(b) above, such deposits will be insured up to the SMDIA, and individual departments and political subdivisions within a governmental unit may be eligible for separate insurance if certain requirements are met. The use of separate tax identification numbers by different departments or political subdivisions of the same governmental unit will not by itself cause the deposits of such departments or political subdivisions to be eligible for separate FDIC insurance.

It is the obligation of each governmental entity to determine whether the requirements for deposit insurance have been met. Neither we, Promontory, nor the Insured Institutions issuing CDs to you are responsible for uninsured losses resulting from placement of funds that are not eligible for deposit insurance.

#### **(c) Deposit Insurance Payments**

In the event that deposit insurance payments become necessary for your CDs, the FDIC is required to pay the original principal amount plus accrued interest to the date of the closing of the relevant Insured Institution, as prescribed by law, subject to the limits on FDIC deposit insurance coverage. No interest is earned on deposits from the time an Insured Institution is closed until insurance payments are received. We will notify you if we receive any payments from the FDIC with respect to your CDs.

As an alternative to a direct deposit insurance payment from the FDIC, the FDIC may transfer the insured deposits of an insolvent institution to a healthy institution. At that time you may be permitted to withdraw your funds from the transferred account without an early withdrawal penalty. Subject to insurance verification requirements and the limits on FDIC deposit insurance coverage, the healthy institution may assume your CD under its original terms or offer you a choice between either receiving early payment of the CD without penalty or maintaining the CD at a different rate. If you choose to accept a new interest rate on the CD you must terminate your custodial relationship with us with respect to that CD and establish the CD directly with the acquiring institution. Thereafter, you will have no relationship with us with respect to the CD and will receive payments on the CD directly from the acquiring institution. We will advise you of your options in the event of a deposit transfer.

As with all federally insured deposits, if it becomes necessary for federal deposit insurance payments to be made on the CDs, there is no specific time period during which the FDIC must make the insurance payments available. Neither we nor Promontory will be obligated to make any payments to you in satisfaction of a loss you might incur as a result of (i) a delay in insurance payouts applicable to a CD, (ii) your receipt of a decreased interest rate on an investment replacing a CD that is repaid prior to its scheduled maturity, or (iii) payment in cash of the principal and accrued interest of a CD prior to maturity in connection with the liquidation of an Insured Institution or the assumption of all or a portion of its deposit liabilities. Also, neither we nor Promontory will be obligated to advance funds to you prior to payment from the FDIC.

#### **Section 6. Responsibility to Monitor Deposits at Insured Institutions; Publicly Available Information**

Funds we submit for placement on your behalf on any Settlement Date are placed in CDs at enough different Insured Institutions to prevent the principal amount and any interest to accrue over the term of each CD placed on that Settlement Date from exceeding the FDIC insurance limit. It is your responsibility, however, to monitor the total amount of deposits that you hold with each Insured Institution in order for you to determine the extent of FDIC deposit insurance coverage available to you on deposits at that Insured Institution, including the CDs issued through CDARS. See Section 5 above, "FDIC Insurance Information," for more information on FDIC insurance coverage. The Insured Institution at which a deposit is made is responsible for the full amount deposited with it, and neither we nor Promontory is responsible for any insured or uninsured portion of any CD or any other deposit.

Publicly available financial information concerning the proposed and proposed alternate Insured Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System maintained at [www.ffiec.gov/nic/](http://www.ffiec.gov/nic/). Neither we nor Promontory guarantees the financial condition of any Insured Institution or the accuracy of any publicly available financial information about the Insured Institution.

#### **Section 7. Confidentiality of Information**

We will provide your name, tax identification number and other pertinent identifying information to Promontory, our sub-custodian, and other parties providing services in connection with the placement of your funds and the issuance and holding of your CDs. We may also release such information to (i) an Insured Institution that has issued a CD to you, but only to the extent necessary to comply with any applicable law, rule, regulation or a judicial order, and (ii) the FDIC in connection with a claim for deposit insurance on your CD. You hereby consent to the release of that information to and its use by (a) Promontory, our sub-custodian, and other parties providing services in connection with the placement of your funds and the issuance and custody of your CDs, (b) Insured Institutions that have issued CDs to you to the extent necessary to comply with any

applicable law, rule, regulation or judicial order, and (c) the FDIC in connection with a claim for deposit insurance on your CDs. The information will not be disclosed to other Insured Institutions except as set forth herein and will not be used by Promontory, our sub-custodian, or any other parties to whom we release the information for any other purpose except as set forth herein or directed by you. Nothing in this section shall be deemed to prevent us from disclosing information to a third party if required by law.

#### **Section 8. Disputes**

Any disputes arising out of or in connection with this agreement will be governed by the dispute resolution, arbitration, choice of law, venue, waiver of jury trial, and costs related to dispute provisions, if any, contained in your Custodial Agreement with us under which we act as custodian for your CDs.

#### **Section 9. Miscellaneous**

Any information we are required to deliver to you pursuant to this agreement may be given to you by mail, facsimile or other electronic transmission.

Except as otherwise provided herein, this agreement:

- constitutes the entire agreement between us relating to the placement of deposits through CDARS and the other matters contained herein,
- supersedes all prior contracts or agreements relating to the placement of funds through CDARS, whether oral or written, and
- may not be amended by any oral representation made or oral agreement reached after the execution of this agreement.

We may amend this agreement or any related document prospectively by modifying or rescinding any of its existing provisions or by adding any new provisions at any time by sending written notice of the amendment to you. As provided in Section 3(h), no additions or amendments may be made to any CD. We will provide written notice of an amendment to this agreement by means of a letter, an entry on your account statement or other means. Any amendment will be effective as of the date established by us in the written notice of the amendment, subject to applicable law, provided that any amendment may not become effective until ten days after the written notice has been sent by us.

This agreement is not assignable, in whole or in part, by either party except by operation of law or as required by law.

The headings in this agreement are inserted for convenience and identification only, and are not intended to describe, interpret, define or limit the scope or intent of this agreement or any clause hereof.

[remainder of page intentionally left blank]

By signing below, you acknowledge that you have received this agreement, that the information you have provided us is correct, that you have read and understood this agreement and that you were given the opportunity to ask us any questions you may have had with respect to this agreement, the transactions contemplated by it, the CDs and FDIC insurance coverage of the CDs and deposits maintained with us.

Check this box if you are a governmental unit or other depositor and wish your funds to be placed only through CDARS Reciprocal Transactions.

**DEPOSITOR(S)**

Name of Depositor: City of Flagstaff

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Depositor U.S. Tax ID: 86-6000244

Tax ID Type: EIN

If you do not have a U.S. Tax ID, enter an alternate ID\*: \_\_\_\_\_

Alternate ID Type: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Name of Depositor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Depositor U.S. Tax ID: \_\_\_\_\_

Tax ID Type: \_\_\_\_\_

If you do not have a U.S. Tax ID, enter an alternate ID\*: \_\_\_\_\_

Alternate ID Type: \_\_\_\_\_

Signed this 9th day of \_\_\_\_\_, 20 15

**DEPOSITORY INSTITUTION**

Western Alliance Bank

(Print Name of Institution)

By: Kate Maynard

Name: Kate Maynard

Title: Vice President

Acknowledged this 9th day of March, 20 15

\* If you do not have a U.S. Tax ID you must use this same alternate ID for all CDARS transactions with all institutions. If you subsequently obtain a U.S. Tax ID you must promptly inform us and other institutions so that your correct information can be recorded for tax reporting, CDARS document tracking and FDIC purposes.

**SCHEDULE 1**

**INITIAL LIST OF INSURED INSTITUTIONS AT WHICH YOU DO NOT WANT TO MAKE A DEPOSIT (ATTACH ADDITIONAL PAGES AS NECESSARY)**

Please include the city and state of the institution's main office (rather than the city and state of a branch location). You may include the institution's routing number and/or FDIC certificate number, if you have this information.

Wells Fargo Bank, N.A.

Name of Institution \_\_\_\_\_ City and State \_\_\_\_\_

**SCHEDULE 2**

**IMPORTANT TIMES AND DEADLINES IN CONNECTION WITH THE PLACEMENT OF YOUR FUNDS**

This schedule contains important times and deadlines with respect to the placement of your funds. These times may change from time to time or on any particular Order Date or Order Allocation Date (which are currently the same business day), and we will inform you of any change in times, as applicable, before you submit your funds for placement. You may also obtain information about any changes to times set forth in paragraphs 2, 3 and 4 below or about any scheduling change resulting in the Order Allocation Date taking place on the business day immediately following an Order Date at [www.CDARS.com/products](http://www.CDARS.com/products).

1. Time and day by which your request to have your funds placed must be submitted: 4:00 pm on Tuesdays
2. Time and day by which we must submit your Order to Promontory: 1:00 p.m. ET on the Order Date.
3. Time and day at or after which you may obtain the list of names of the Insured Institutions at which your funds are proposed to be placed: 3:00 p.m. ET on the Order Allocation Date.
4. Time and day by which you must inform us of the name or names of any proposed Insured Institution at which you do not want to make a deposit: 4:00 p.m. ET on the Order Allocation Date.
5. Time and day by which we must have your available funds on account: 12:00 noon on Thursdays

**SUPPLEMENT TO THE CDARS DEPOSIT PLACEMENT AGREEMENT**

The purpose of this agreement is to supplement the CDARS Deposit Placement Agreement (the "DPA") entered into between you, the undersigned, and Western Alliance Bank ("us" or "we") on \_\_\_\_\_ . Pursuant to section 3(g) of the DPA, each time you agree to the placement of funds under the DPA, you also agree that, by the time specified in paragraph 5 of Schedule 2 of the DPA, you will have in an account with us immediately available funds equal to the amount of funds you have informed us that you are seeking to place.

By your execution of this agreement, you further agree that in the event you fail to have such amount in an account with us at such time, you will be obligated to pay to us the amount of the early withdrawal penalties applicable to the CDs that would have been issued to you if your funds had been on account with us in accordance with the DPA. You authorize us to deduct the amount of these early withdrawal penalties from available funds on deposit with us, if any. If you do not have a sufficient amount of funds on deposit with us to pay the full amount of these penalties, you will be obligated to pay to us the remaining amount of such penalties for which you are obligated under this agreement within 10 business days of the time specified in paragraph 5 of Schedule 2 of the DPA.

You further agree that this agreement is deemed to be an amendment to the DPA in accordance with section 9 of the DPA.

**DEPOSITOR(S)**

Name of Depositor: City of Flagstaff

By: \_\_\_\_\_  
Name:  
Title:

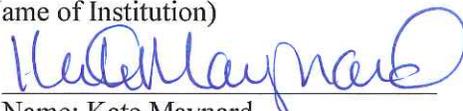
Name of Depositor: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**DEPOSITORY INSTITUTION**

Western Alliance Bank  
(Print Name of Institution)

By:   
Name: Kate Maynard  
Title: Vice President

Acknowledged this 9th day of March, 2015

# Custodial Agreement

## GENERAL AGREEMENT FOR CUSTODY OF CERTIFICATES OF DEPOSIT FOR INDIVIDUAL(S), TRUSTS, BUSINESS ENTITIES AND OTHERS

To: [Depository Institution]  
Western Alliance Bank  
One E Washington St, Ste 1400  
Phoenix AZ 85004

Please hold in safekeeping, and act as custodian with respect to, all time deposits including, but not limited to, certificates of deposit (all such time deposits will be referred to herein as "CDs") issued pursuant to the CDARS Deposit Placement Agreement between you and the undersigned for funds of the undersigned placed through the Certificate of Deposit Account Registry Service®. It is agreed between us as follows:

For purposes of Article 8 of the Uniform Commercial Code as adopted in Arizona, you will act as the undersigned's securities intermediary with respect to, and will treat as financial assets, any CDs you hold for the undersigned.

You are authorized to collect for account of the undersigned all interest and other payments of income or principal pertaining to the CDs unless they are payable directly to the undersigned; to surrender for payment maturing CDs and those called for redemption; to endorse on behalf of the undersigned for the above purposes all checks and other instruments requiring endorsement; to cause the CDs to be registered in your name or in the name of your nominee if you consider it desirable; to deliver or transfer the CDs to another account with you as the undersigned may from time to time instruct; to receive the CDs for account of the undersigned; to place orders for the purchase of the CDs, on the instructions of the undersigned and to pay for the same provided the undersigned has funds on deposit with you or arranges to make funds available in advance for such purpose; and to execute and deliver or file on behalf of the undersigned all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name the undersigned when required for the purpose of the instrument.

Instructions may be given orally or in writing. The following are authorized to give instructions on behalf of the undersigned. (Check all that apply.)

The undersigned (individual or partnership).

Any of the following individuals. (List names and legal capacities.)

Any of the following officers and their respective successors in office. (List names and their titles.)

The undersigned, or the undersigned's account, is one of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                       | <input type="checkbox"/> Custody (including guardian, agent, nominee or conservator) |
| <input type="checkbox"/> Joint                            | <input type="checkbox"/> Payable Upon Death Account                                  |
| <input type="checkbox"/> Sole Proprietorship              | <input type="checkbox"/> Irrevocable Trust   |
| <input type="checkbox"/> Partnership                      | <input type="checkbox"/> Other   |
| <input type="checkbox"/> Corporation                      |  |
| <input checked="" type="checkbox"/> Public Unit Depositor |  |

You may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process that you believe (correctly or otherwise) to be valid. You may notify the undersigned of such process by telephone, electronically or in writing. If you are not fully reimbursed for your records, research, photocopying and handling costs by the party that served the process, you may charge such costs to the undersigned's account, in addition to any minimum fee you charge for complying with legal processes.

You may honor any legal process that is served personally, by mail, or by facsimile transmission at any of your offices or an office of your agent (including locations other than where the funds, records or property sought is held), even if the law requires

personal delivery at the office where the undersigned's account or records are maintained.

You shall have no liability to the undersigned for any action taken or omitted by you hereunder in good faith.

The undersigned agrees to indemnify you and your nominees against, and to hold you and them harmless from, all expenses (including counsel fees), liabilities and claims arising out of the holding, delivery or transfer of the CDs and compliance with any legal process that you believe (correctly or otherwise) to be valid. The undersigned agrees to pay any service charges imposed by you on this custodial account.

This agreement may be terminated at any time at the option of either party, provided, however, that any termination by you will not become effective until the end of the term of any CD in your safekeeping at the time you notify the undersigned of your intention to terminate this agreement.

### DEPOSITOR(S)

Name of Depositor: City of Flagstaff

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Name of Depositor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

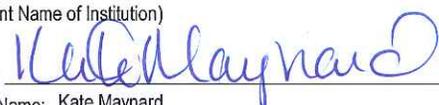
Title: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

### DEPOSITORY INSTITUTION

Western Alliance Bank

(Print Name of Institution)

By: 

Name: Kate Maynard

Title: Vice President

Acknowledged this 9th day of March, 20 15

[NOTE: If the depositor is a corporation, the following certificate should be signed by an appropriate officer of the depositor other than the one signing the form of custodial agreement.]

\_\_\_\_\_[name],  
\_\_\_\_\_[title of office] of the above named corporation signing the foregoing custodial agreement, hereby certify that: I am personally familiar with all instruments and records relating to the organization and operation of the corporation and the meetings and proceedings of its stockholders and all boards and committees entrusted with authority in the management of its affairs; by corporate action taken in conformity with such instruments and records and appearing from said records to be still in force, the foregoing custodial agreement was authorized to be signed and delivered on behalf of said corporation; and each of the persons signing on behalf of said corporation is the qualified holder of the office given opposite his/her signature and was authorized to sign the said custodial agreement in that capacity.

Signature: \_\_\_\_\_

## FIRST AMENDMENT TO CUSTODIAL AGREEMENT

THIS FIRST AMENDMENT TO CUSTODIAL AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 ("Amendment") by and between the City of Flagstaff, Arizona, a political subdivision of the state of Arizona ("City") and Western Alliance Bank, an Arizona chartered bank whose principal address is One E. Washington Street, Suite 1400, Phoenix, Arizona 85004 ("Bank").

### RECITALS

- A. City has authority to invest idle funds pursuant to A.R.S. § 35-321 et seq. and the City of Flagstaff, Arizona Investment Policy, dated October 1, 2012 as may be amended from time to time ("Investment Policy");
- B. City issued a Solicitation No. 2015-19 for Community Banking Services seeking proposals from banks with a local presence for purchase of Certificates of Deposit of up to \$5 million in City funds consistent with the City Investment Policy in an effort to encourage new consumer and small business loan generation to help spur local economic activity;
- C. Bank submitted a proposal to use Promontory Interfinancial Network, LLC's Certificate of Deposit Account Registry Service ("CDARS") to enable the City to purchase Certificates of Deposit from institutions insured by the Federal Deposit Insurance Corporation ("FDIC"), which insured institutions will pay agreed upon interest until the maturity date;
- D. City and Bank are entering into a CDARS Deposit Placement Agreement ("CDARS Agreement") and Custodial Agreement related to the proposed City investments;
- E. Bank has advised it is unable to modify the CDARS Agreement per direction of Promontory Interfinancial Network, LLC;

WHEARS, City and Bank desire to amend the Custodial Agreement as set forth below.

### AMENDMENTS

NOW THEREFORE, the Custodial Agreement is hereby amended as follows (except for paragraph 1, all other paragraphs are additions):

1. **MODIFICATIONS OF LANGUAGE.** The following non-numbered paragraphs are amended as follows (additions are shown as capitalized text, deletions are shown as stricken):

~~You shall have no liability to the undersigned for any action taken or omitted by you hereunder in good faith.~~

The undersigned [CITY] agrees to indemnify you [BANK] and your nominees against, and to hold you and them harmless from, all expenses (including counsel fees), liabilities

and claims arising out of the CITY'S SOLE NEGLIGENCE. The undersigned [CITY] agrees to pay any service charges [AGREED UPON IN WRITING BY THE PARTIES] on this custodial account.

1. **NOTICES.** Any notice under this Agreement will be sent to the following persons:

If to Bank: Western Alliance Bank  
One East Washington Street, Suite 1400  
Phoenix, Arizona 85004  
Attention: Kate Maynard  
Telephone: (602) 952-5442  
Email: kmaynard@alliancebankofarizona.com

If to City: Attention: Andy Wagemaker, City Finance Director  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001  
Telephone: (928) 213-2253  
Email: awagemaker@flagstaffaz.gov

2. **FDIC INSURANCE/COLLATERALIZATION.** To ensure City funds will be fully insured by the FDIC at all times (in particular prior to investment in a Certificate of Deposit or after a Certificate of Deposit matures), Bank will hold City funds on behalf of City no longer than one (1) business day, and Bank will take such measures so that City funds will be fully collateralized pursuant to A.R.S. §§ 35-1205 and 35-323.
3. **MAXIMUM INVESTMENT IN SINGLE INSURED INSTITUTION.** The maximum investment of City funds in a single insured institution shall not exceed \$250,000 including the total of the principal and all accrued interest at any time.
4. **MONTHLY STATEMENTS.** Bank or its agent/subcontractor will provide City with monthly statements regarding current investment of City funds, with sufficient detail so City may easily see status of current investments (sample monthly statement is attached hereto as Exhibit A) .
5. **INVESTMENT ROLLOVERS.** Bank will consult with City at least ten (10) days prior to maturity date of any investment. Bank will not rollover any investment without City's express written direction. City will direct any rollover or new investment at least seven (7) days in advance of the maturity date.
6. **LOCAL LENDING PLAN.** In its proposal to City, Bank has provided: (a) a descriptive plan of how the City's deposited funds will be used locally for new customer and small business loan generation to help spur local economic activity; (b) a description of its institution's local community lending programs in Flagstaff and surrounding Coconino County as it relates to consumer loan/banking services and

residential/small business loans; (c) a description of its corporate social responsibility efforts in Flagstaff and surrounding Coconino County (i.e. volunteerism hours, philanthropic causes); and (d) its Community Reinvestment Act rating. The City will require an annual update to the City Council. This will include but is not limited to presentation that will show council a summary of the City investments and related earnings as well as the local community benefits from the deposits provided through this program.

7. **LOCAL LENDING.** Bank shall make good faith efforts to generate small business loans and economic activity within Coconino County and Arizona to the extent enabled through this investment of City funds via the CDARS network.
8. **CDARS AGREEMENT.** This Custodial Agreement shall not be construed to amend the CDARS Agreement,. Likewise, the CDARS Agreement shall not be construed to amend the Custodial Agreement or this First Amendment.
9. **COMPLIANCE WITH LAW.** Bank shall perform this Agreement in compliance with law.
10. **DISPUTES.** Each party shall have all rights and remedies available at law or in equity related to any breach or dispute related to this Agreement.
11. **SOLVENCY.** Bank agrees that, if, during the term of any contract it has with the City, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Bank under federal bankruptcy law or any state insolvency law, Bank shall immediately provide the City with a written notice to that effect, and shall provide the City with any relevant information it requests to determine whether Bank will meet its obligations to the City.
12. **STANDARD TERMS AND CONDITIONS.** The following City Standard Terms and Conditions (City numbering) shall apply to this agreement. Any reference to "Contractor" shall mean Bank.

\* \* \*

**24. OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

\* \* \*

**32. RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

- 33. RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 34. PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
- 35. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
- 36. INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including FIDUCIARY COVERAGE OF \$5 MILLION.
- 37. INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.
- \* \* \*
- 48. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach

of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

- 49. CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 50. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.
- 51. NOTICES:** All notices given pursuant to this contract shall be delivered at the addresses as specified in the contract, or updated by notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent notice may be sent by email as a secondary form of notice.
- 52. THIRD PARTY BENEFICIARIES:** this Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 53. GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 54. FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 55. ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs, professional fees and expenses.

13. All other terms and conditions of the Agreement shall remain in full force and effect.

WESTERN ALLIANCE BANK

  
\_\_\_\_\_

Print name: Kate Maynard

Title: Vice President

CITY OF FLAGSTAFF

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_

City Attorney's Office

S:\Legal\Civil Matters\2014\2014-403 Community Banking Services RFP\Custodial Agreement First Amendmt 3-3-15.docx

ATTACHMENT: EXHIBIT A – SAMPLE MONTHLY STATEMENT

Western Alliance Bank  
One E Washington St.  
Ste 1400  
Phoenix, AZ 85004

Date 01/30/15  
Page 1 of 2

City of Flagstaff

Subject: CDARS® Customer Statement

Legal Account Title:

City of Flagstaff

Below is a summary of your certificate(s) of deposit, which we are holding for you as your custodian. These certificate(s) of deposit have been issued through CDARS by one or more FDIC-insured depository institutions. Should you have any questions, please contact us at 1-888-857-4067.

**Summary of Accounts Reflecting Placements Through CDARS**

Account ID	Effective Date	Maturity Date	Interest Rate	Opening Balance	Ending Balance
[REDACTED]	11/06/14	05/07/15	0.30954%	\$1,296,284.69	\$1,296,625.52
<b>TOTAL</b>				<b>\$1,296,284.69</b>	<b>\$1,296,625.52</b>

**ACCOUNT OVERVIEW**

**Account ID:** ██████████  
**Product Name:** 26-WEEK NON-PERSONAL CD  
**Interest Rate:** 0.30954%  
**Account Balance:** \$1,296,625.52  
 The Annual Percentage Yield Earned is 0.31%.

**Effective Date:** 11/06/14  
**Maturity Date:** 05/07/15  
**YTD Interest Paid:** \$340.83  
**Int Earned Since Last Stmt:** \$340.83

**CD Issued by Amarillo National Bank**

YTD Interest Paid:	\$64.71	<b>01/01/15</b>	<b>OPENING BALANCE</b>	<b>\$246,116.86</b>
Int Earned Since Last Stmt:	\$64.71	01/30/15	Interest Payment	64.71
		<b>01/30/15</b>	<b>ENDING BALANCE</b>	<b>\$246,181.57</b>

**CD Issued by East West Bank**

YTD Interest Paid:	\$64.71	<b>01/01/15</b>	<b>OPENING BALANCE</b>	<b>\$246,116.86</b>
Int Earned Since Last Stmt:	\$64.71	01/30/15	Interest Payment	64.71
		<b>01/30/15</b>	<b>ENDING BALANCE</b>	<b>\$246,181.57</b>

**CD Issued by Flagstar Bank, FSB**

YTD Interest Paid:	\$64.71	<b>01/01/15</b>	<b>OPENING BALANCE</b>	<b>\$246,116.86</b>
Int Earned Since Last Stmt:	\$64.71	01/30/15	Interest Payment	64.71
		<b>01/30/15</b>	<b>ENDING BALANCE</b>	<b>\$246,181.57</b>

**CD Issued by Happy State Bank**

YTD Interest Paid:	\$64.71	<b>01/01/15</b>	<b>OPENING BALANCE</b>	<b>\$246,116.86</b>
Int Earned Since Last Stmt:	\$64.71	01/30/15	Interest Payment	64.71
		<b>01/30/15</b>	<b>ENDING BALANCE</b>	<b>\$246,181.57</b>

**CD Issued by NewBridge Bank**

YTD Interest Paid:	\$17.28	<b>01/01/15</b>	<b>OPENING BALANCE</b>	<b>\$65,700.39</b>
Int Earned Since Last Stmt:	\$17.28	01/30/15	Interest Payment	17.28
		<b>01/30/15</b>	<b>ENDING BALANCE</b>	<b>\$65,717.67</b>

**CD Issued by Santander Bank, N.A.**

YTD Interest Paid:	\$64.71	<b>01/01/15</b>	<b>OPENING BALANCE</b>	<b>\$246,116.86</b>
Int Earned Since Last Stmt:	\$64.71	01/30/15	Interest Payment	64.71
		<b>01/30/15</b>	<b>ENDING BALANCE</b>	<b>\$246,181.57</b>

Thank you for your business.

**RESOLUTION NO. 2015-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA  
ADOPTING A "GOVERNMENT/MUNICIPAL/PUBLIC FUNDS BANKING  
RESOLUTION"**

**RECITALS:**

WHEREAS, the City of Flagstaff desires to approve a "Government/Municipal/Public Funds Banking Resolution";

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

SECTION 1.

That the "Government/Municipal/Public Funds Banking Resolution" attached hereto and incorporated by reference is approved and a fully executed copy shall be delivered to Western Alliance Bank;

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of April, 2015.

---

MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

Attachment: Government/Municipal/Public Funds Banking Resolution

**Signer's 1 through 4**

Date: 03/04/2015

Institution Name & Address	
Western Alliance Bank 501 E. Butler Avenue Flagstaff, AZ 86001	

<b>Account Number:</b> 8010932260	<b>Port #:</b> 26073
Account Title & Address	
CITY OF FLAGSTAFF	
211 W ASPEN AVE FLAGSTAFF, AZ 86001	

**IMPORTANT ACCOUNT OPENING INFORMATION:** Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.  
Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

Ownership of Account	
The specified ownership will remain the same for all accounts.	
<i>(For consumer accounts, select and initial.)</i>	
<input type="checkbox"/> Single-Party Account _____	<input type="checkbox"/> Multiple-Party Account _____
<input type="checkbox"/> Corporation - For Profit	<input type="checkbox"/> Corporation - Nonprofit
<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Limited Liability Company	
<input type="checkbox"/> Trust-Separate Agreement Dated: _____	

Owner/Signer Information 1	
Name	JERRY NABOURS
Relationship to Account (Owner and/or Signer, etc.)	MAYOR/SIGNER
Address	211 W ASPEN AVE, FLAGSTAFF, AZ 86001
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	JNABOURS@FLAGSTAFFAZ.GOV
Birth Date/Birth Place	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	I: _____ E: _____
Other ID (Description, Details)	Desc: By: #: I: E:
Employer	
Occupation	
Mothers Maiden Name	

Beneficiary Designation	
<i>(Check appropriate ownership above - select and initial below.)</i>	
<input type="checkbox"/> Single-Party Account _____	
<input type="checkbox"/> Single-Party Account with Pay-On-Death (POD) _____	
<input type="checkbox"/> Multiple-Party Account with Right of Survivorship _____	
<input type="checkbox"/> Multiple-Party Account with Right of Survivorship and POD _____	
<input type="checkbox"/> Multiple-Party Account without Right of Survivorship _____	

Beneficiary Name(s), Address(es), and SSN(s)	
<i>(Check appropriate beneficiary designation above.)</i>	

If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: ONE

Signature(s)	
The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:	
<input checked="" type="checkbox"/> Terms and Conditions	<input checked="" type="checkbox"/> Privacy
<input checked="" type="checkbox"/> Electronic Fund Transfers	<input checked="" type="checkbox"/> Truth in Savings
<input checked="" type="checkbox"/> Substitute Checks	<input checked="" type="checkbox"/> Funds Availability
<input checked="" type="checkbox"/> Common Features	<input checked="" type="checkbox"/> _____

Owner/Signer Information 2	
Name	JEFF MEILBECK
Relationship to Account (Owner and/or Signer, etc.)	CITY MANAGER/SIGNER
Address	211 W ASPEN AVE, FLAGSTAFF, AZ 86001
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	JMEILBECK@FLAGSTAFFAZ.GOV
Birth Date/Birth Place	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	I: _____ E: _____
Other ID (Description, Details)	Desc: By: #: I: E:
Employer	
Occupation	
Mothers Maiden Name	

[ X JERRY NABOURS ]

[ X JEFF MEILBECK ]

[ X ANDY WAGEMAKER ]

[ X BARBARA GOODRICH ]

Owner/Signer Information 3	
Name	ANDY WAGEMAKER
Relationship to Account (Owner and/or Signer, etc.)	REVENUE DIRECTOR/SIGNER
Address	211 W ASPEN AVE, FLAGSTAFF, AZ 86001
Home Phone	
Work Phone	(928) 213-2253
Mobile Phone	
E-Mail	AWAGEMAKER@FLAGSTAFFAZ.GOV
Birth Date/Birth Place	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	I: _____ E: _____
Other ID (Description, Details)	Desc: By: #: I: E:
Employer	
Occupation	
Mothers Maiden Name	

Owner/Signer Information 4	
Name	BARBARA GOODRICH
Relationship to Account (Owner and/or Signer, etc.)	MANAGEMENT SERVICES DIRECTOR/SIGNER
Address	211 W ASPEN AVE, FLAGSTAFF, AZ 86001
Home Phone	
Work Phone	(928) 213-2205
Mobile Phone	
E-Mail	BGOODRICH@FLAGSTAFFAZ.GOV
Birth Date/Birth Place	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	I: _____ E: _____
Other ID (Description, Details)	Desc: By: #: I: E:
Employer	
Occupation	
Mothers Maiden Name	

Backup Withholding Certifications	
<i>(If not a "U.S. Person," certify foreign status separately.)</i>	
TIN: 86-6000244	
<input checked="" type="checkbox"/> <b>Taxpayer I.D. Number (TIN)</b> - The number shown above is my correct taxpayer identification number.	
<input checked="" type="checkbox"/> <b>Backup Withholding</b> - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.	
<input type="checkbox"/> <b>Exempt Recipients</b> - I am an exempt recipient under the Internal Revenue Service Regulations.	
<b>I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).</b>	
X _____	(Date)
CITY OF FLAGSTAFF	

Non-Individual Owner Information	
Name	CITY OF FLAGSTAFF
EIN	86-6000244
Phone	
Mobile Phone	
E-Mail	
Type of Entity	Public Funds-Non Collateralized
State/Country & Date of Organization	AZ/USA
Nature of Business	CITY AND TOWN COUNCILS
Address	211 W ASPEN AVE, FLAGSTAFF, AZ 86001
Mailing Address (if different)	
Authorization/Resolution Date	03/04/2015

Account Description	Account #	Initial Deposit/Source
PRIME CHECKING1	8010932260	\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check

Services Requested	
<input type="checkbox"/> ATM	<input type="checkbox"/> Debit/Check Cards (No. Requested: _____)
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

Other Terms/Information	
NAICS Code:	921120
Port Number:	26073
Responsibility Code:	Greg Sampson
Opened by:	Janelle Andrade
Deposit Limit:	_____
Existing	_____
Walk-In	_____
New Cust-Officer Referred	<input checked="" type="checkbox"/>
New Cust-Existing Signer/Guarantor	_____
<b>PLEASE COMPLETE THE FOLLOWING FOR SUPERCEDES ONLY:</b>	
Original Opening Date:	03/04/2015
Effective Date:	___/___/___
Supercedes Card Dated?	___/___/___
Superceded by Card Dated:	___/___/___

## CITY OF FLAGSTAFF

### STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Barbara Goodrich, Management Services  
Director

**Date:** 04/02/2015

**Meeting  
Date:** 04/07/2015



#### TITLE:

**Consideration and Adoption of Resolution No. 2015-12:** A resolution of the Council of the City of Flagstaff, Arizona declaring for purposes of Section 1.150-2 of the Federal Treasury Regulations, official intent to be reimbursed in connection with certain capital expenditures relating to the Road Repair and Street Safety Initiative. (Reimbursement resolution for the Road Repair and Street Safety Initiative).

#### RECOMMENDED ACTION:

- 1) Read Resolution No. 2015-12 by title only
- 2) City Clerk reads Resolution No. 2015-12 by title only (if approved above)
- 3) Adopt Resolution No.2015-12

#### Executive Summary:

In November 2014, Flagstaff voters approved Question No. 406 for the Road Repair and Street Safety Initiative (RRSSI) transaction privilege tax (TPT). As part of this question, \$20 million dollars in debt to accelerate construction in the first seven years of the tax was approved. This resolution allows the City to reimburse itself for expenditures made on behalf of this project before the financing is secured.

#### Financial Impact:

The expenditures for the various projects related to the RRSSI TPT will be reimbursed from future bond proceeds. The bond will be paid back from the TPT proceeds. A total of \$20,000,000 in bonding was authorized in question 406.

#### Connection to Council Goal and/or Regional Plan:

##### **COUNCIL GOALS:**

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

##### **REGIONAL PLAN:**

WR.2.2 - Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.

T.11 - Build and sustain public support for the implementation of transportation planning goals and policies, including the financial underpinnings of the Plan, by actively seeking meaningful community involvement.

T.11.5 - Promote effective intergovernmental relations through agreed upon procedures to consult, cooperate, and coordinate transportation related activities and decisions, including regional efforts to

secure funding for the improvement of transportation services, infrastructure, and facilities.

**Has There Been Previous Council Decision on This:**

YES. November 4, 2014 Road Repair and Street Safety Initiative Election.

**Options and Alternatives:**

Approve the Reimbursement Resolution.  
Do not approve the Reimbursement Resolution.

**Background/History:**

On November 4, 2014, a general election was held by the City of Flagstaff whereby the citizens authorized the Road Repair and Street Safety Initiative. This is a 0.33 percent (%) transaction privilege tax for a 20 year period to be used exclusively to pay for street improvements and the ongoing preservation of street condition inside the City limits which include improvements to:

- adjacent curb, gutters, sidewalks, bicycle paths and
- pedestrian safety, transit facilities, and
- water, wastewater, and storm water utilities under or around these streets than need improvement or preservation and

pay for these improvements and preservation through borrowing in a principal amount not to exceed \$20,000,000.

The work program is accelerated in the first seven years to be able to quickly advance road repairs on those streets in greatest need throughout the city. To accomplish this task, debt must be issued as the street/utility costs exceed the amount of RRSSI TPT revenue that will be generated in the same period.

**Key Considerations:**

IRS regulations are very specific as to what capital expenditures are eligible for reimbursement. These expenditures must be any cost of a type that is properly chargeable to a capital account (or would be or chargeable with a proper election) under general federal income tax guidelines.

**Expanded Financial Considerations:**

The City is planning on issuing the \$20 million dollars in new debt authorized in two series. The first \$10,000,000 is currently planned to be issued in either late 2015 or early 2016. The second and final \$10,000,000 is anticipated to be issued in 2018. The timing for the second issuance will be dependent on the City work program and at what time the City needs the additional funds to pay for the projects.

The debt payments will be made from the RRSSI TPT.

**Community Benefits and Considerations:**

This resolution allows capital project timing to not be hampered by the issuance of the related debt.

**Community Involvement:**

Empower - Approved by City voters on November 4, 2014.

**Expanded Options and Alternatives:**

Approve the Reimbursement Resolution

- Pros: Allows the City the greatest flexibility in assuring expenditures are reimbursed and debt can be secured when most advantageous to the City.

Do not approve the Reimbursement Resolution.

- Cons: The City would have to issue debt before the summer of 2015 to assure adequate funds are available to pay for the projects as currently planned. As the City may issue debt earlier than necessary, additional interest charges could accrue. In addition, the City could lose some economies of scale as the City generally tries to combine all offerings when viable.

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**Attachments:**     [Res. 2015-12](#)

## RESOLUTION NO. 2015-12

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE ROAD REPAIR AND STREET SAFETY INITIATIVE

#### RECITALS:

WHEREAS, the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (hereinafter referred to as the "City"), is authorized and empowered to finance the costs of various capital facilities and equipment owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities and equipment owned or to be owned by the City will be reimbursed from the financing proceeds in the future by or on behalf of the City.

#### ENACTMENTS:

#### NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, THAT:

Section 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

"Official intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation.

"Original expenditure" means expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

"Reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

Section 2. Official Intent. This Resolution demonstrates official intent relating to reimbursement for the original expenditures indicated in Exhibit A attached hereto which are capital expenditures [being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles].

Section 3. Project Descriptions. The projects for which such original expenditures are to be paid are for those described on the Exhibit A attached hereto and the maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for such projects will not exceed 10,000,000.

Section 4. Reasonableness of Official Intent. On the date of this Resolution, the Council of the City has a reasonable expectation (being that of a prudent person in the same circumstances would have based on all the objective facts and circumstances) that it will reimburse such original expenditures with proceeds of such obligations. [Official intents have not been declared

by the Council of the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the Council of the City does not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.]

Section 5. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of the date that the original expenditure is paid or the date the project is "placed in service," but in no event more than 3 years after the original expenditure is paid.

Section 6. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

Section 7. Effective Date. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT A

ORIGINAL EXPENDITURES INTENDED TO BE REIMBURSED

<u>Description of Original Expenditures</u>	<u>Amount of Expenditures</u>	<u>Dates of Original Expenditures</u>
Road Repair and Street Safety Initiative	\$10,000,000	After April 7, 2015

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Roger Eastman, Zoning Code Administrator  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015



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**TITLE:**

**Public Hearing, Consideration and Adoption of Ordinance No. 2015-03:** Public hearing to consider proposed amendments to the Flagstaff City Code to add freight and trucking facility as a permitted use in the Research and Development (RD) zone. Specifically, Title 10, Zoning Code, Division 10-40.30 (Non-Transect Zones), Section 10-40.30.050 (Industrial Uses) and related amendments to Division 10-80.20 (Definition of Specialized Terms, Phrases, and Building Functions), specifically Sections 10-80.20.060 (Definitions, "F.") and 10-80.20.200 (Definitions, "T.") and first reading of Ordinance No. 2015-03.

**RECOMMENDED ACTION:**

At the Council Meeting of April 7, 2015

- 1) Hold public hearing
- 2) Read Ordinance No. 2015-03 for the first time by title only
- 3) City Clerk reads Ordinance No. 2015-03 for the first time by title only.

At the Council Meeting of May 5, 2015

- 4) Read Ordinance No. 2015-03 for the final time by title only
- 5) City Clerk reads Ordinance No. 2015-03 by title only (if approved above)
- 6) Adopt Ordinance No. 2015-03.

**Executive Summary:**

When rewriting and updating the former Land Development Code (LDC) as the new Zoning Code adopted on November 1, 2011, the former Euclidian or conventional use-based zones were combined with the performance-based zones established with the 1991 adoption of the LDC to create the new zoning districts now in effect. In the Research and Development (RD) Zone, the freight and trucking land use category was inadvertently omitted. The proposed text amendments described in this staff summary and detailed in Ordinance 2015-03 seek to remedy this error by re-instating the freight and trucking facility land use.

**Financial Impact:**

None

**Connection to Council Goal and/or Regional Plan:**

**COUNCIL GOALS:**

7) Address key issues and processes related to the implementation of the Regional Plan.

**REGIONAL PLAN:**

Goal LU 6. Provide for a mix of land uses.

Policy LU 16.4 Limit the impacts of truck traffic on residential areas.

**Has There Been Previous Council Decision on This:**

No.

**Options and Alternatives:**

Please refer to the Expanded Options and Alternatives below.

**Background/History:**

In late January 2015, staff and a business owner who owns a developed parcel near the Flagstaff Pulliam Airport held a pre-application meeting to discuss a proposal for the expansion of the existing use, a freight and trucking facility. While preparing for this meeting, staff realized that there was an error in the Zoning Code with regard to the uses allowed in the Research and Development (RD) Zone.

As part of the rewrite and update of the former Land Development Code (LDC) as the new Zoning Code adopted on November 1, 2011, the former Euclidian or conventional use-based zones were combined with the performance-based zones established with the 1991 adoption of the LDC.

In this case the following zones were combined to create the Research and Development (RD) Zone in the Zoning Code:

Former Land Development Code	Current Zoning Code
(BP) Business Park	
(BPI) Business Park Intermediate	Combined as: (RD) Research and Development Zone
(R&D-E) Research and Development Industrial District Established	

Prior to the adoption of the new Zoning Code, on July 22, 2008 a freight and trucking company applied for and received Site Plan Review approval for a new 14,600 sq. ft. warehouse building on a property located near the Flagstaff Pulliam Airport. At the time of approval and establishment of this new business the property was zoned Business Park Intermediate (BPI). This business has been successful, and now desires to expand the existing building by an additional 4,370 sq. ft.

However, upon reviewing the Zoning Code staff determined that the use could not be expanded because the original use as allowed in the LDC (transportation or trucking yards) was no longer permitted in the Research and Development (RD) Zone. This meant that the present use is nonconforming, and consistent with Section 10-20.60.030 (Restrictions on Nonconforming Uses and Structures), specifically Subsection A.2, nonconforming uses may not be expanded. The business owner was dismayed to hear this news, yet following staff's suggestion, prepared to proceed with a zone change application to rezone the property to a zoning designation that would allow for the continued use of the property as a freight or

trucking facility.

After some consideration, staff agreed that it made the most sense to amend the Zoning Code to accommodate the continued use of the property as a freight or trucking facility consistent with its current use, rather than to guide the applicant through a zone change. After all, freight and trucking uses were permitted in the BPI Zone prior to the adoption of the 2011 Zoning Code, and the proposed amendment essentially is putting back an allowed use that was inadvertently removed when the former zones in the LDC were combined.

**Key Considerations:**

The following amendments are, therefore, proposed (new text is shown in underline, and text proposed to be deleted is shown as ~~strikeout~~):

**Chapter 10-40 Specific to Zones**  
**Division 10-40.30 Non-Transect Zones**  
**Section 10-40.30.050 Industrial Zones**

Table 10-40.30.050.B (Allowed Uses) lists the allowed uses by category for all the Industrial Zones. A copy of Page 40.30-22 from the Zoning Code is attached that shows the context of these amendments in Table 10-40.30.050.B.

On Page 40.30-22 under the category “Industrial, Manufacturing, Processing & Wholesaling” uses, amend the “Transportation or Trucking Yards” row and insert a new row, “Freight or Trucking Facility”:

<b>Industrial, Manufacturing, Processing, &amp; Wholesaling</b>					
	<b>RD</b>	<b>LI</b>	<b>LI-O</b>	<b>HI</b>	<b>HI-O</b>
<del>Transportation or Trucking Yards</del>	--	P	P	P	P
<u>Freight or Trucking Facility</u>	<u>P<sup>3</sup></u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

**Explanations:**

1. “Trucking” has been deleted to make a clearer distinction between a transportation yard (which would be used for the storage and servicing of transportation vehicles, such as large trucks and semi-trailers) and a freight and trucking facility. Amendments to the definitions of these terms are included below.
2. The new row for “Freight and Trucking Facility” will be inserted in this table in alphabetical order below “Flammable Liquid, Gas, and Bulk Fuel” and above “Industrial, Heavy - General”. This use will be permitted in all the industrial zones.
3. End Note #3 will apply to the RD Zone as this limits the use within ¼ mile of an existing residential use. At the February 25<sup>th</sup> work session the Planning Commission requested a map showing all RD Zones within the City buffered with both a 500-foot and a ¼ mile buffer. This map is attached. Staff recommends that a ¼ mile buffer standard be included as this is consistent with similar buffer standards to residential zones already included in the Code.

**Chapter 10-80 Definitions**  
**Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions**  
**Section 10-80.20.060 Definitions, “F.”**

Insert a new definition as follows:

**Freight or Trucking Facility:** A facility for the receipt, transfer, short-term storage, and dispatch of goods transported by truck. Includes express and other mail and package distribution facilities.

**Explanation:**

This new definition clearly defines a freight or trucking facility as a distinct use that is different to a transportation yard (see below). It contemplates such uses as the US Postal Service or freight and delivery companies such as UPS, FedEx, or other similar companies.

**Section 10-80.20.200 Definitions, "T."**

Amend the definition as follows:

**Transportation or Trucking Yards:** Facilities for the storage and servicing of transportation vehicles. ~~Includes trucking terminals.~~

**Explanation:**

"Trucking" has been deleted to make a clearer distinction between a transportation yard used for the servicing and storage of large trucks and semi-trailers and a freight or trucking facility as defined above.

Insert a new definition as follows to provide a cross-reference:

**Trucking Facility:** See "Freight or Trucking Facility".

**Expanded Financial Considerations:**

None.

**Community Benefits and Considerations:**

The amendments to the Zoning Code included in Ordinance 2015-03 resolve an error in the current Code by putting back a use (freight or trucking facility) that was erroneously omitted when the Zoning Code was adopted in 2011. This is not only beneficial to the business owner who brought this omission to the City's attention, but it is also beneficial to other property owners within the Research and Development (RD) Zone. Furthermore, by establishing a 1/4 mile buffer from established residential uses, any possible impacts from a freight or trucking facility are mitigated consistent with similar buffer standards already in place in the Zoning Code.

**Community Involvement:****Inform and Involve**

As required by Arizona law and the Zoning Code, an 1/8 page display advertisement was published in the February 24, 2015 issue of the Arizona Daily Sun in advance of the Planning and Zoning Commission's March 11<sup>th</sup> public hearing. The Commission's work session on February 25<sup>th</sup> was also noticed in compliance with applicable law. A similar notice was used to advertise the City Council's public hearing.

All property owners whose properties are in the Research and Development (RD) Zone were notified by first class mail of the Planning and Zoning Commission's public hearing. Notice was also provided to those citizens whose names are listed on the Registry of Persons and Groups who requested to be informed of all upcoming public meetings and hearings.

At the February 25<sup>th</sup> Planning and Zoning Commission work session no citizens addressed the Commission on these proposed amendments. However, the commissioners discussed the proposed amendments, asked questions of staff, and offered clarifying suggestions, which have been included into the proposed amendments.

On March 11, 2015 the Planning and Zoning Commission held a public hearing on the proposed amendments. No members of the public spoke at this hearing. The Commission unanimously moved to recommend that the City Council adopt the proposed amendments as described in Ordinance 2015-03.



Industrial Zones

<b>B. Allowed Uses</b>						
<b>Land Use <sup>1</sup></b>	<b>Specific Use Regulations</b>	<b>Industrial Zones</b>				
		<b>RD</b>	<b>LI</b>	<b>LI-O</b>	<b>HI</b>	<b>HI-O</b>
<b>Industrial, Manufacturing, Processing &amp; Wholesaling</b>						
Business Parks		P	P	P	--	--
Composting Facility		--	p <sup>3</sup>	p <sup>3</sup>	p <sup>3</sup>	p <sup>3</sup>
Construction Storage/Supply Yards		--	P	P	P	P
Equipment Rental Yard - Heavy		--	P	P	--	--
Flammable Liquid, Gas, and Bulk Fuel - Storage and Sales		--	P	P	P	P
Industrial, Heavy - General		--	UP	--	P	P
Industrial, Light - General		--	P	P	P	P
Junk Yard		--	--	--	P	P
Manufacturing/Processing - Heavy		--	--	--	P	P
Manufacturing/Processing - Light		P	P	P	P	P
Manufacturing/Processing - Previously Prepared Materials		UP	P	P	P	P
Mini-storage Warehousing		--	P	P	P	P
Outdoor Storage or Display		p <sup>2</sup>	p <sup>2</sup>	p <sup>2</sup>	p <sup>2</sup>	p <sup>2</sup>
Quarrying Operations	10-40.60.280	--	--	--	UP	UP
Railroad Shops and Similar Heavy Service Facilities		--	UP	UP	P	P
Research and Development		P	P	P	--	--
Transportation or Trucking Yards		--	P	P	P	P
Vehicle Towing/Impound Yard		--	p <sup>2</sup>	p <sup>2</sup>	--	--
Warehousing	10-40.60.320	--	P	P	P	P
Wholesaling and Distribution		--	P	P	P	P
<b>Ranching, Forestry &amp; Animal Keeping</b>						
Livestock Auction, Feed Yards, and Sales		--	--	--	P	P
<b>Recreation, Education &amp; Assembly</b>						
Outdoor Public Uses, General		UP	--	UP	--	UP
Schools - Public & Charter		P	P	P	P	P
Schools - Private		UP	--	--	--	--
Trade Schools		UP	P	P	--	--



**End Notes**

<sup>1</sup> A definition of each listed use type is in Chapter 10-80 (Definitions).

<sup>2</sup> This use shall be screened. See Division 10-50.50 (Fences and Screening) for fencing and screening requirements.

<sup>3</sup> Not allowed within a 1/4 mile of an existing residential use.

**ORDINANCE NO. 2015-03**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, ZONING CODE, DIVISION 10-40.30, NON-TRANSECT ZONES, SECTION 10-40.30.050, INDUSTRIAL ZONES, TABLE B. ALLOWED USES, AND DIVISION 10-80.20, DEFINITION OF SPECIALIZED TERMS, PHRASES, AND BUILDING FUNCTIONS, SECTIONS 10-80.20.060 DEFINITIONS, "F." AND 10-80.20.200 DEFINITIONS, "T.", PROVIDING FOR SEVERABILITY AND AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE.**

**RECITALS:**

**WHEREAS**, the City Council has determined that amendments to Section 10-40.30.050, Industrial Zones, of the City of Flagstaff Zoning Code are required to reinstate the freight and trucking facility land use type; and

**WHEREAS**, the City Council intends, by adopting the proposed amendments, to protect and promote the public health, safety, convenience, and general welfare of the citizens of the City of Flagstaff; to provide for the orderly growth and development of the City; 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 Section 10-40.30.050, INDUSTRIAL ZONES, TABLE B., ALLOWED USES, is hereby amended as follows (new text is shown in underline, and text proposed to be deleted is shown as ~~strikeout~~):

<b>Industrial, Manufacturing, Processing, &amp; Wholesaling</b>					
	<b>RD</b>	<b>LI</b>	<b>LI-O</b>	<b>HI</b>	<b>HI-O</b>
Transportation <del>or Trucking</del> Yards	--	P	P	P	P
<u>Freight or Trucking Facility</u>	<u>P<sup>3</sup></u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

SECTION 2. That Sections 10-80.20.060, DEFINITIONS, "F." and 10-80.20.200, DEFINITIONS, "T.", are hereby amended as follows (new text is shown in underline, and text proposed to be deleted is shown as ~~strikeout~~):

**Section 10-80.20.060 Definitions, "F."**

Insert a new definition as follows:

Freight or Trucking Facility: A facility for the receipt, transfer, short-term storage, and dispatch of goods transported by truck. Includes express and other mail and package distribution facilities.

**Section 10-80.20.200 Definitions, "T."**

Amend the definition as follows:

Transportation or Trucking Yards: Facilities for the storage and servicing of transportation vehicles. ~~Includes trucking terminals.~~

SECTION 3. 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 4. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 5. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

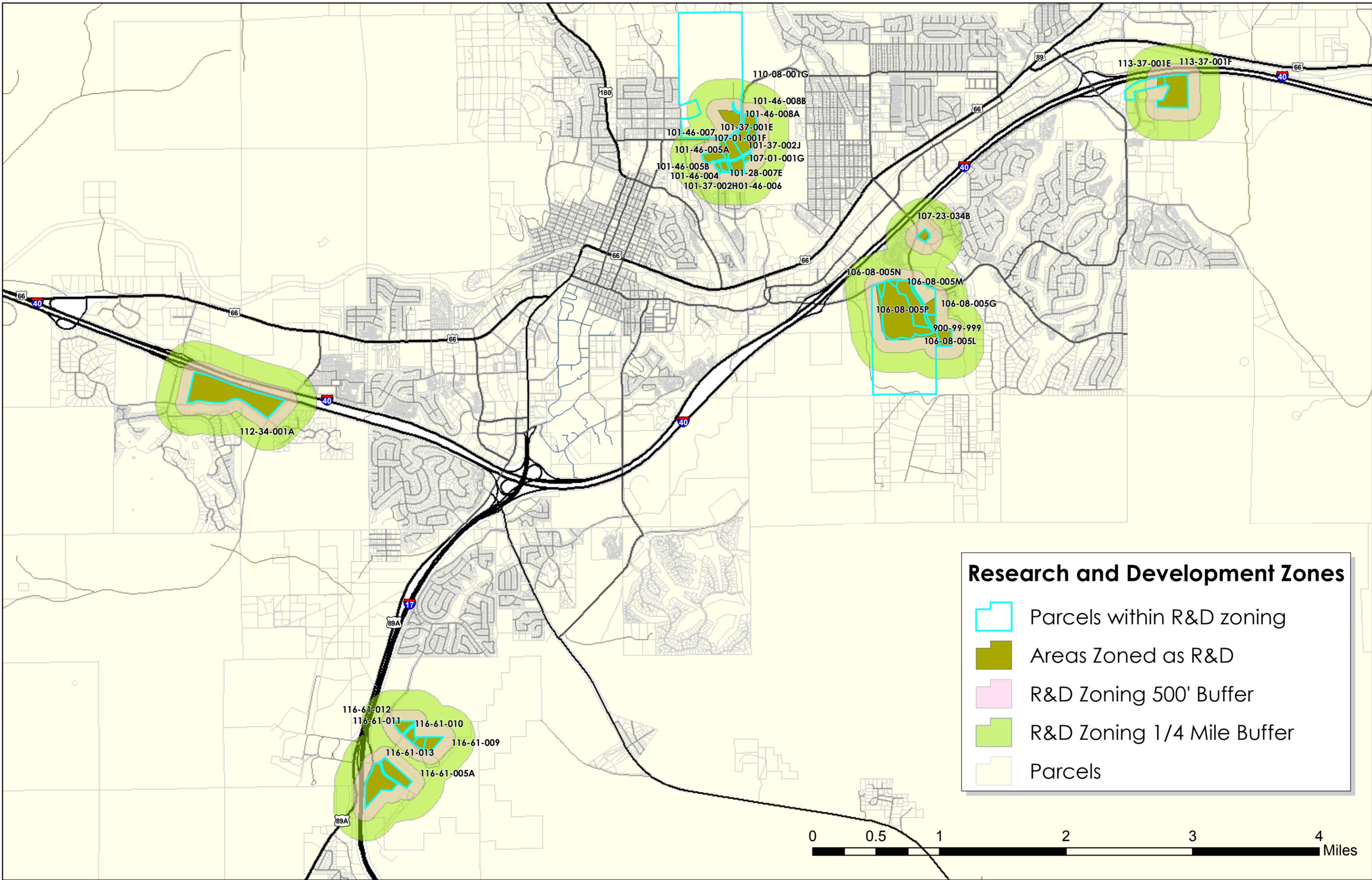
\_\_\_\_\_

CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY



### Research and Development Zones

- Parcels within R&D zoning
- Areas Zoned as R&D
- R&D Zoning 500' Buffer
- R&D Zoning 1/4 Mile Buffer
- Parcels



**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Planning Development Manager  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015



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**TITLE:**

**Public Hearing, Consideration and Adoption of Annexation Ordinance No. 2015-02:** An annexation ordinance extending and increasing the corporate limits of the City of Flagstaff by annexing land totaling approximately 135.91 acres located at 4100 & 4250 Kiltie Lane, establishing city zoning as RD (Research and Development) for 125.91 acres and HC (Highway Commercial) for 10 acres including right-of-way for Flagstaff Ranch Road and Kiltie Lane. (***Annexation of property for W.L. Gore located on Kiltie Lane***)

**RECOMMENDED ACTION:**

At the April 7, 2015 Council Meeting

- 1) Hold Public Hearing
- 2) Read Ordinance No. 2015-02 by title only for the first time
- 3) City Clerk reads Ordinance No. 2015-02 by title only for the first time (if approved above)

At the May 5, 2015 Council Meeting

- 4) Read Ordinance No. 2015-02 by title for the final time
- 5) City Clerk reads Ordinance No. 2015-02 by title for the final time (if approved above)
- 6) Adopt Ordinance No. 2015-02

**Executive Summary:**

The City Council approved a preannexation agreement in January 2014 for the annexation of the three parcels subject to this request. This agreement allowed for the extension of necessary water and sewer infrastructure to serve potential future development of the W.L. Gore Woody Mountain campus which is located in both City of Flagstaff and Coconino County jurisdictions. Because this annexation surrounds rights-of-way under County jurisdiction it is proposed to include those rights-of-ways in this annexation to better serve future development of these sites. The Planning & Zoning Commission voted unanimously to recommend approval of this annexation to the City Council on March 11, 2015.

**Financial Impact:**

The City of Flagstaff participated in the upsizing of a water line to serve the proposed annexation area as well as potential future growth. Final cost for the City has not yet been determined but is less than \$325,000. W.L. Gore intends to construct a gravity sewer line to their site as well. The City has agreed to participate in the upsizing of this sewer line to serve future growth in the area. The City may also need to extend a portion of this line to serve the proposed Core Services Maintenance facility located at McAllister Ranch. Costs for the upsizing and extension were included in the utility rate study but official estimates have not yet been developed.

## **Connection to Council Goal and/or Regional Plan:**

### **COUNCIL GOALS:**

9) Foster relationships and maintain economic development commitment to partners

### **REGIONAL PLAN:**

A full policy analysis of the goals and policies of the Regional Plan that relate this annexation can be found in the attached Planning & Zoning Commission Staff Report. Below are the goals that were included in that analysis

- Goal LU.2. Develop Flagstaff's Greenfields in accordance with the Regional Plan and within the growth boundary.
- Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.
- Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- Goal LU.7. Provide for public services and infrastructure.
- Goal LU.8. Balance future growth with available water resources.
- Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.
- Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

## **Has There Been Previous Council Decision on This:**

A pre-annexation agreement was approved by Council in 2005 for APN 116-04-007F, one of the parcels subject to this annexation request. This agreement allowed for new construction built under County jurisdiction to connect with existing City of Flagstaff water and sewer infrastructure.

A second pre-annexation agreement was approved by Council in January 2014 for all three parcels subject to this annexation request. This pre-annexation agreement included approval for the upgrade and construction of a new water line along Route 66 and Flagstaff Ranch Road to improve fire flows and provide for future growth in this area.

## **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 W.L. Gore to annex 135.91 acres located at the intersection of Flagstaff Ranch Road and W. Kiltie Lane. The area subject to this annexation consists of three Assessor's Parcels including 116-04-008E a 71.82 acre parcel, 116-04-003Y a 42.56 acre parcel (both located west of Flagstaff Ranch Road) and 116-04-007F a 21.54 acre parcel (located east of Flagstaff Ranch Road). The two parcels located west of Flagstaff Ranch Road are currently vacant and the parcel located to the east of Flagstaff Ranch Road is partially developed with a research and development facility operated by W.L. Gore. All parcels to be annexed are located within the Urban Growth Boundary.

Two pre-annexation agreements have been approved for the subject properties. The first agreement was completed in 2005 for the construction of the facility on parcel 116-04-007F which allowed for the extension of the existing water and sewer lines from the other W.L. Gore facilities located within the city limits along W. Kiltie Lane. This pre-annexation agreement had a term of five years. In January 2014 a second pre-annexation agreement was completed that included all three parcels subject to this request. This agreement allowed for the extension and development of a new water line along W. Route 66 from

Woody Mountain Road to Flagstaff Ranch Road and then along Flagstaff Ranch Road to W. Kiltie Lane creating a looped water system.

The most recent pre-annexation agreement was completed prior to the adoption and ratification of the Flagstaff Regional Plan 2030 (FRP 2030) and was approved based on compliance with the Flagstaff Area Regional Land Use and Transportation Plan (RLUTP). For comparison purposes, policies from both plans are identified and discussed in this report. The RLUTP designates the subject parcels as Office/Business – Park/Light Industrial and the FRP 2030 designates the subject parcels as Suburban/Future Employment. The Office/Business – Park/Light Industrial land use category is intended to encourage the development of offices and planned business parks; to promote excellence in the design and planning of buildings, outdoor spaces, and transportation facilities; and to continue the vitality and quality of life in adjacent residential neighborhoods. The Future Employment land use category includes Office – Research and Development – Business Park – Light Industrial, Light-Medium Industrial and Heavy Industrial. The Suburban land use category includes single-family residential and multi-family residential development, as well as commercial development such as strip centers and big box stores with large parking lots to a mixture of retail establishments, office buildings, automobile dealerships, gas stations, and motels.

The land use category designations originate from two different studies that considered the impacts and needs if the West Side was annexed into the City of Flagstaff. The first was completed in 1989 around the same time W.L. Gore annexed 50 acres in the 4000 Block of South Woody Mountain Road. An update was prepared to this plan in 1999 (West Side Small Area Plan and Infrastructure Study) which was incorporated into the 2001 Regional Land Use and Transportation Study. The plan includes a review and update of background information for the planning area, a generalized concept land use plan, infrastructure system plans, and a revenue/cost analysis update.

### **Key Considerations:**

Annexations are adopted by the City Council via ordinance. Ordinance No. 2015-02 annexes 135.91 acres located at 4100 & 4250 W. Kiltie Lane into the City of Flagstaff. Prior to the second read of Ordinance No. 2015-02 the County Board of Supervisors will approve transfer of the adjoining rights-of-way to the annexation parcels.

### **Community Benefits and Considerations:**

Community benefits and considerations related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated February 25, 2015. A preannexation agreement approved in January 2014 allowed W.L. Gore to move forward extending a new water line along Route 66 from Woody Mountain Road, along Flagstaff Ranch Road to Kiltie Lane. The completion of this water line created the looped water system infrastructure necessary to provide adequate fire flows at the existing W.L. Gore facilities as well as for future development of their properties included in this annexation. Additionally, W.L. Gore intends to extend a gravity sewer line to service the subject properties as well as future growth in the surrounding area. The gravity sewer will allow W.L. Gore to abandon their existing lift station which is costly to maintain and operate.

Annexing these properties also provides for extended development opportunities to the largest private employer in the City of Flagstaff. The growth of their campus will allow for the expansion and retention of a significant employee base.



**PLANNING AND DEVELOPMENT SERVICES DIVISION**  
**ANNEXATION REPORT**

**PUBLIC HEARING**  
**PANX 15-0001**

**DATE:** February 25, 2015  
**MEETING DATE:** March 11, 2015  
**REPORT BY:** Tiffany Antol

**REQUEST:**

An annexation request of approximately 135.91 acres located at 4100 & 4250 W. Kiltie Lane by W.L. Gore. The property is identified as Coconino County Assessor's Parcel Numbers 116-04-008E, 116-04-003Y and 116-04-007F. The annexation also includes the adjacent rights-of-ways for Flagstaff Ranch Road and W. Kiltie Lane.

**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 partially developed land with a research and development facility in the Industrial Park (MP-20,000) Zone and undeveloped land in the Industrial Park (MP-20,000), Heavy Commercial (CH-10,000) and Open Space and Conservation (OS) Zones under Coconino County jurisdiction. The existing development was reviewed and approved jointly by the City and County per a 2005 pre-annexation agreement.

**PROPOSED LAND USE:**

A concept plan has been prepared and is attached to this report. The proposed development is similar in nature to the adjacent Gore campuses to the east of the proposed annexation. Specific uses have not been determined for the commercially zoned portion of the subject property.

**NEIGHBORHOOD DEVELOPMENT:**

- North: I-40/Flagstaff Ranch Road Interchange; vacant land in the General (G) Zone and in the Heavy Commercial (CH-10,000) Zones under Coconino County jurisdiction.
- East: Echo Ridge and Woody Springs research and development facilities operated by Gore in the RD (Research and Development) Zone
- South: Flagstaff Ranch Golf Club Subdivision in the Planned Residential Development (PRD) Zone and the sales office located in the Commercial Neighborhood (CN-2A) Zone under Coconino County jurisdiction;
- West: Westwood Estates Subdivision in the Planned Residential Development (PRD) Zone under Coconino County jurisdiction.

**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" per the annexation agreement as well as the "Flagstaff Regional Plan 2030"; and Division 10-20.90 of the *Flagstaff Zoning Code*.

**STAFF REVIEW:**

**INTRODUCTION/BACKGROUND:**

A request by W.L. Gore to annex 135.91 acres located at the intersection of Flagstaff Ranch Road and W. Kiltie Lane. The area subject to this annexation consists of three Assessor's Parcels including 116-04-008E a 71.82 acre parcel, 116-04-003Y a 42.56 acre parcel (both located west of Flagstaff Ranch Road) and 116-04-007F a 21.54 acre parcel (located east of Flagstaff Ranch Road). The two parcels located west of Flagstaff Ranch Road are currently vacant and the parcel located to the east of Flagstaff Ranch Road is partially developed with a research and development facility operated by W.L. Gore. All parcels to be annexed are located within the Urban Growth Boundary.

Two pre-annexation agreements have been approved for the subject properties. The first agreement was completed in 2005 for the construction of the facility on parcel 116-04-007F which allowed for the extension of the existing water and sewer lines from the other W.L. Gore facilities located within the city limits along W. Kiltie Lane. This pre-annexation agreement had a term of five years. In January 2014 a second pre-annexation agreement was completed that included all three parcels subject to this request. This agreement allowed for the extension and development of a new water line along W. Route 66 from Woody Mountain Road to Flagstaff Ranch Road and then along Flagstaff Ranch Road to W. Kiltie Lane creating a looped water system.

The most recent pre-annexation agreement was completed prior to the adoption and ratification of the *Flagstaff Regional Plan 2030 (FRP 2030)* and was approved based on compliance with the *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)*. For comparison purposes, policies from both plans are identified and discussed in this report. The *RLUTP* designates the subject parcels as Office/Business – Park/Light Industrial and the *FRP 2030* designates the subject parcels as Suburban/Future Employment. The Office/Business – Park/Light Industrial land use category is intended to encourage the development of offices and planned business parks; to promote excellence in the design and planning of buildings, outdoor spaces, and transportation facilities; and to continue the vitality and quality of life in adjacent residential neighborhoods. The Future Employment land use category includes Office – Research and Development – Business Park – Light Industrial, Light-Medium Industrial and Heavy Industrial. The Suburban land use category includes single-family residential and multi-family residential development, as well as commercial development such as strip centers and big box stores with large parking lots to a mixture of retail establishments, office buildings, automobile dealerships, gas stations, and motels.

The land use category designations originate from two different studies that considered the impacts and needs if the West Side was annexed into the City of Flagstaff. The first was completed in 1989 around the same time W.L. Gore annexed 50 acres in the 4000 Block of South Woody Mountain Road. An update was prepared to this plan in 1999 (West Side Small Area Plan and Infrastructure Study) which was incorporated into the 2001 Regional Land Use and Transportation Study. The plan includes a review and update of background information for the planning area, a generalized concept land use plan, infrastructure system plans, and a revenue/cost analysis update.

**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. If this annexation is approved, the zoning classification will be as follows:

- APN 116-04-007F, a 21.53-acre parcel is currently zoned Industrial Park (MP-20,000) in the County. This zone is intended for modern industrial and research developments and administrative facilities that can meet high performance and development standards. The most comparable zone in the City in terms of uses and densities allowed is the Research and Development (RD) Zone, which applies to areas of the City appropriate for the development of a mix of professional and administrative facilities, research and testing institutions, light industrial/manufacturing uses, green technology facilities, and offices.

- APN 116-04-003Y is a 42.56-acre parcel with 10 acres in the northeast corner currently zoned Heavy Commercial (CH-10,000), which is intended to provide appropriately located areas of establishments catering primarily to highway travelers, visitors to the County or such businesses or uses where direct access to major arterial highways is essential or desirable for their operation. The most comparable zone in the City in terms of uses and densities allowed is the Highway Commercial (HC) Zone, which applies to areas of the City appropriate for a full range of automobile-oriented services. The remainder of the parcel is currently in the Industrial Park (MP-20,000) Zone, and is comparable to the RD Zone in the City.
- APN 116-04-008E is a 71.81-acre parcel with 48 acres currently zoned Industrial Park (MP-20,000) and the remaining 23.81-acres is currently located in the Open Space and Conservation (OS) Zone in the County, which is intended to reserve areas where open spaces are necessary to safeguard the public health, safety and general welfare and to provide for the location and preservation of scenic and recreation areas. This zone is intended to be applied primarily to lands held under public ownership. The City has a similar zone, the Public Open Space (POS) Zone, which is also intended to be applied to lands under public ownership. In review of the County zoning case for this parcel the clear intention of the Open Space zone was to provide a buffer between the industrial park uses and the surrounding residential properties, as well as preserve the scenic resources of this site. Staff believes in this case that the most comparable zoning classification is the RD Zone in addition to the Resource Protection Overlay (RPO). In keeping with the zoning case a 300 foot building setback will be maintained along the western and southern property lines.

It is agreed that the RPO will be applied to all parcels to be annexed in order to achieve the goals and policies of both Regional Plans, but all RD areas will be evaluated together for RPO compliance regardless of ownership. Additionally, all of the subject properties are located in Lighting Zone 1 within the County and upon annexation the properties will also be located in Lighting Zone 1 within the City of Flagstaff. All of the above properties and the respective zoning classifications once the property is annexed complies with W.L. Gore's concept plan.

## **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 will not be detrimental to 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.

### **2001 RLUTP**

The 2001 General Plan 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:

**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**

**Goal LU.2. Develop Flagstaff's Greenfields in accordance with the Regional Plan and within the growth boundary.**

- The subject properties included within this annexation are within the Urban Growth Boundary as depicted on the Future Growth Illustration. The existing County zoning categories applied to these properties are also compatible with the Land Use Plan from the RLUTP and the Future Growth Illustration from the FRP 2030.

**Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.**

*Policy LU.4.1. Develop neighborhood plans, specific plans, area plans, and master plans for all neighborhoods, activity centers, corridors, and gateways as necessary.*

- There have been two studies developed for the "West Side" that have influenced the land use information contained with 2001 and 2014 Regional Plans. These plans analyzed infrastructure systems and performed a revenue/cost analysis. These documents further support the annexation of these properties as well as the completed and planned infrastructure improvements for water and sewer in this area.

*Policy LU.4.2. Utilize the following as guidance in the development process: natural Environment maps, Environmental Planning and Conservation policies, considerations for Development, Cultural Sensitivity, and Historical preservation maps and Community Character policies, while respecting private property rights.*

- The properties subject to this annexation are to be included within the City of Flagstaff Resource Protection Overlay and Lighting Zone 1 to ensure compliance with the Regional Plan goals and policies while maintaining development rights attributed to the subject properties.

**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.5.4. 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.*

- The subject properties will remain in Lighting Zone 1 as they were under the County jurisdiction. There are small differences between both the City and County lighting codes but for the most part they are the same. W.L. Gore does operate on a 24 hour basis which does not comply with the above policy because they require all-night lighting. Lighting Zone 1 does require that all outdoor Class 1 and Class 3 lighting, and outdoor Class 2 lighting located more than 50 feet from any building, be turned off no later than 9:00 pm. The property is maintaining existing entitlement and has been anticipated for this level of development since the adoption of the RLUTP in 2001.

**Goal LU.7. Provide for public services and infrastructure.**

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

- A pre-annexation agreement for these properties was approved by the City Council in January 2014. In order to complete the final components of the new water system infrastructure, the City has requested that W.L. Gore complete the annexation process.

**Goal LU.8. Balance future growth with available water resources.**

- Water resources were evaluated for this annexation as part of the water system improvements constructed by W.L. Gore.

**Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.**

*Policy ED.3.8. Protect existing business and industrial land uses from encroachment and allow for their expansion.*

- This annexation allows for the expansion of Flagstaff's largest commercial employer.

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

*Policy E&C.6.2. Encourage all landowners and land management agencies to emphasize forest ecosystem restoration and catastrophic fire risk reduction for the lands under their respective jurisdictions.*

- The properties subject to this annexation have been thinned and piles are ready to burn at a future opportunity. Annexation will bring the development of these parcels under the City's Wildland Urban Interface Code.

**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 the Flagstaff Regional Plan 2030. 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 properties included in this annexation are located north of Kiltie Lane, South of I-40 and on either side of Flagstaff Ranch Road. Kiltie Lane east of Flagstaff Ranch Road is owned in part by the City of Flagstaff and Coconino County. There has been an Intergovernmental Agreement in place between the City and County for the maintenance and snow removal on this roadway. The remaining portions of right-of-way for Kiltie Lane east of Flagstaff Ranch Road are proposed to be included within this annexation. The portion of Kiltie Lane west of Flagstaff Ranch Road is entirely within the County's jurisdiction and provides access to the Westwood Estates residential subdivision. This portion of Kiltie is not intended to be annexed into the City even though it bounds two of the parcels to be annexed. It is anticipated that all new access points to the subject parcels will be from Flagstaff Ranch Road which is also currently under the jurisdiction of Coconino County. The portion of Flagstaff Ranch Road between the parcels to be annexed south of I-40 is also intended to be annexed into the City. Annexing the primary access points to these sites will assist in future development review as only one entity, the City of Flagstaff, will review plans and issue approvals. If the rights-of-ways were left under County jurisdiction it would require joint reviews and approvals by both the City and County. Improvements within the right-of-way have not yet been determined and will be determined in conjunction with development plan review.

The properties to be annexed are not serviced by transit. Pedestrian and bicycle access to the subject property is limited but we know that some of the current employees do ride their bicycles to and from work. There is a FUTS trail segment along Kiltie Lane east of Flagstaff Ranch Road that connects with Woody Mountain Road. Future connections with this FUTS trail are anticipated as other properties in the area develop. There are currently no sidewalks along Flagstaff Ranch Road or Kiltie Lane in the vicinity of this project.

A traffic impact analysis has not yet been completed for the future proposed development, partially due to the fact that the adjacent impacted roadways are not under the jurisdiction of the City of Flagstaff. Traffic engineering staff has agreed to wait on any potential future analysis on specific development plans for the site.

### **Water System Analysis:**

Analysis was done on the public water system serving the W. L. Gore facility and the findings of the analysis revealed that a 12" and an 18" looped water line was needed to meet fire flows and serve future demands. The newly constructed 18" diameter waterline along Route 66 and 12" diameter along Flagstaff Ranch Road completes the existing infrastructure. W.L. Gore has completed installation of this looped water line in September 2014. The City participated in the over sizing of this line from an 8" to an 18" to accommodate for future growth in the area. All water system public water improvements have been accepted into the municipal water supply system.

The City is in the process of converting W.L. Gore's on-site private water line to a public waterline. After state ADEQ permitting requirements are met the City will assume ownership, operation and maintenance of the on-site waterline.

### **Sewer System Analysis:**

W.L. Gore currently has a private lift station which lifts and delivers their sewer flows into the City's public sewer system located at Woody Mountain Road and Kiltie Lane. They may continue to utilize this private lift station or they may install a new public gravity flow main. W.L. Gore has indicated that they intend to install a new gravity flow sewer line from their site to the 18" interceptor located in the Railroad Springs neighborhood. Their requirements are to install an 8" diameter line with the City participating in an oversize of this line to accommodate future growth. Construction of this line is pending easement/right-of-way acquisition for the installation of the sewer main. W.L. Gore may receive reimbursement from the City of Flagstaff once the sewer construction is complete and the reimbursement funding is budgeted and approved by Council. The City's Core Services location will also require annexation and the extension of this sewer line from Railroad Springs to W. Route 66. W.L. Gore would then need to extend the line from Route 66 to their property.

The sizing of the sewer line will allow for all future development in the West Side basin including the proposed expansion of the W.L. Gore facility.

### **Stormwater:**

A drainage impact analysis is not required for this request. A drainage plan will need to be submitted in conjunction with future development plans for the site. LID requirements will be met per City standards.

### **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.

### **RECOMMENDATION:**

Staff recommends that the Commission forward the annexation request to the City Council with a recommendation of approval subject to the following conditions:

1. APN's 116-04-007F and 116-04-008E shall be located within the RD (Research and Development) Zone in their entirety, 10 acres in the northeast corner of APN 116-04-003Y as described in Exhibits F and F-1 shall be located within the HC (Highway Commercial) Zone and the remaining 32.56 acres of APN 116-04-003Y as described in Exhibits F and F-1 shall be located within the RD (Research and Development) Zone.

2. All annexed parcels shall be placed within the Resource Preservation Overlay (RPO) Zone. All parcels located within the RD (Research and Development) Zone shall be considered together when applying the requirements of the RPO to the benefit of all Successor and Assigns.
3. All annexed parcels shall be placed in the City of Flagstaff Lighting Zone 1 and shall comply with City of Flagstaff Zoning Code Lighting Standards.

**ATTACHMENTS:**

- Application and narrative from applicant
- Annexation Legal Description and Map
- Public Hearing Legal Advertisements
- Conceptual Site Plan



# City of Flagstaff

# Community Development Division

211 W. Aspen Ave  
Flagstaff, AZ 86001  
www.flagstaff.az.gov

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

**ANX**

RECEIVED  
JAN 09 2014

## Application for Annexation

File Number  
DEV 14-061

Date Received		File Number	
JAN 09 2014		DEV 14-061	
Property Owner(s)	ATT: MARY RIEK Title Assoc	Phone	Email
W L GORE + ASSOCIATES, INC.		928-699-9937	mriek@wlgore.com
Mailing Address			
1500 N. 4th St., FLAGSTAFF, AZ 86004			
Applicant	Title	Phone	Email
SAME AS OWNER			
Mailing Address			
City, State, Zip			
Project Representative	Title	Phone	Email
Mailing Address			
City, State, Zip			

Site Address	Parcel number(s)	Subdivision, Tract & Lot Number
KILTIE LN.	See Below	
Existing Zoning District	Existing Regional Plan Land Use Category	
COCONINO COUNTY MP-20,000		
Proposed Zoning District	Proposed Regional Plan Land Use Category	
RD (Research/Development)		
Present Use	Proposed Use	
+ HC (Highway Commercial)		

Summarize Reason for Request (Attach additional sheets if necessary):

See Attached Pre-ANNEXATION Development + OVSIZING Agreem - A dated 2-11-2014 PARCELS 116-04-007F; 116-04-0034; 116-04-008E + SUMMARY ATTACHED HERETO.

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	Applicant Signature	Date
<i>[Signature]</i>	1-8-15		

### For City Use

Date Filed: 1/12/2015	Fee Receipt Number: 1003	Amount: 17887	Date: 1-9-15
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Type of Request:  Annexation  Continued

Publication and Posting Date(s): \_\_\_\_\_ File Number: PSPP 2015 0001

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	Engineering	Files	Stormwater	Utilities/PW
	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**Application for Annexation of Parcels 116-04-007F; 116-04-0043Y; 116-04-008E (the “Property”)**

**W.L. Gore & Associates, Inc., Applicant**

This application is being made for the reasons set forth in the Preannexation, Development and Oversizing Agreement Between W.L. Gore & Associates, Inc. and City of Flagstaff, dated February 11, 2014, recorded in the Official Records of the County of Coconino, at Instrument No. 3685508 on February 13, 2014, attached hereto (hereinafter referred to as “Preannexation Agreement”).

More particularly, W.L. Gore & Associates, Inc. acknowledges that the annexation of this Property to the City of Flagstaff is beneficial and advantageous to the Owner by zoning the Property RD in order to develop the Property in a manner consistent with the Owner’s abutting Property (which is in the City of Flagstaff boundary). In addition, an approximately Ten (10) acre parcel, shown on Exhibit F hereto, shall be zoned Highway Commercial (HC). These zoning Districts are consistent with the current Coconino County zoning. No change in zoning is anticipated keeping this in a horizontal position between Coconino County and City of Flagstaff zoning.

The land to be annexed in this Application is not subject to the resource protection overlay as set forth in the City of Flagstaff Overlay Zones Map, attached hereto as Exhibit G.

A regional sewer line is contemplated to serve the WL Gore parcels as shown by pink reference on Exhibit G. City sewer right of way will need to be obtained from State Land Department and over the land between Route 66 and Interstate 40.

In addition, the annexation of this Property is beneficial and advantageous to the surrounding Owners and the City of Flagstaff as it will create an economic boost to the City of Flagstaff’s economy by providing high level, good paying jobs.

The Owner and Applicant W.L. Gore & Associates, Inc. intends to develop the property for research and development pursuant to Paragraph C of the Preannexation Agreement, which is consistent with the Flagstaff Area Regional Land Use and Transportation Plan.

See attached

Exhibit A – Preannexation Agreement

Exhibit B and B-1 – Legal description and Exhibit Map of Property (Three copies approved by City)

Exhibit C – Preliminary Concept Plan (10 copies)

Exhibit D – Preliminary Title Report

Exhibit E – Proposed Annexation Map 24’ x 36’ format (1)

Exhibit F and F-1– Legal Description and Map of Parcel to be zoned Highway Commercial (HC)

Exhibit G – City of Flagstaff Overlay Zones Map



City Clerk  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001

**PREANNEXATION, DEVELOPMENT AND OVERSIZING AGREEMENT BETWEEN  
W. L. GORE & ASSOCIATES, INC. AND CITY OF FLAGSTAFF**

THIS AGREEMENT is entered into this 11<sup>th</sup> day of February, 201~~4~~<sup>7</sup>, by and between W. L. GORE & ASSOCIATES, INC., a Delaware Corporation (hereinafter "Owner"), and the CITY OF FLAGSTAFF, an Arizona Municipal Corporation, (hereinafter "City").

**RECITALS**

- A. The Owner is the owner of certain parcels of real property situated within Coconino County, Arizona, currently located inside and outside the incorporated boundaries of the City. The property, generally known as the "Woody Mountain Campus," is shown on the attached Exhibits A, B, and B-1 (collectively the "Property"). That portion of the Property located outside the City Limits is depicted and legally described in Exhibits B and B-1 (collectively the "County Property.") The Owner hereby represents and warrants to the City that it is the sole fee-title owner of the Property and that to the best of its actual knowledge no other person or entity has any legal or equitable ownership interest in the property except: easements and conditions of record.
- B. The City and the Owner 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, municipal zoning designation, design and construction of off-site water and sewer facilities, and development of the Property providing for among other things: (1) conditions, terms, restrictions and requirements for annexation of the County Property to the City; (2) the permitted uses for the Property; and (3) other matters related to development of the property.
- C. The Owner desires and intends to develop the Property for research and development (the "Project") pursuant to the terms and conditions of this Agreement and the Preliminary Site Plan for W.L. Gore & Assoc. (concept plan) prepared by Kenneth A. Krenke, dated April 15, 1997, that is attached as Exhibit C (the "Concept Plan"). The City agrees that the Owner may develop the Property and pull building permits for the County Property in the event that annexation is delayed, pursuant to Coconino County's approval process.
- D. The City and Owner acknowledge that the annexation and ultimate development of the Property within and as an integral part of the City would be a project of significance, and the Owner desires assurances from the City of the City's willingness to proceed with the

required procedures so that the Property will be consistent with the Flagstaff Area Regional Land Use and Transportation Plan ("Land Use Plan"). This Agreement is consistent with the City Land Use Plan applicable to the Property on the date this Agreement is executed.

- E. The Owner acknowledges that annexation of the County Property pursuant to this Agreement will be beneficial and advantageous to the Owner by providing assurances to the Owner that it will have the ability to develop the County Property pursuant to this Agreement in a manner consistent with Owner's abutting property within the City, currently zoned R&D-E (Research and Development Industrial District Established) with a Business Park (BP) designation and/or current zoning for the County Property .
- F. Pursuant to the City's current out-of-City water and sewer service extension policy, as set forth in Resolution No. 1521, adopted December 15, 1997 (the "Resolution") and current Section 2-04-001-0008 and -0009 of the Flagstaff City Code, owner has applied for out-of-City water and sewer service for parcels 116-04-008E and 116-04-003Y. Under this policy, the City may consider out-of-City water and sewer service extension requests on a case-by-case basis, and to grant such requests subject to special conditions. The City's Water Commission had recommended that the City grant such service extension subject to the express special condition that Owner agrees to execute a Preannexation Agreement for the above-mentioned parcels with the City of Flagstaff.
- G. The City shall provide new and additional water service to parcels 116-04-008E and 116-04-003Y pursuant to the terms of this Agreement and applicable City ordinances. The off-site water facilities required to provide the new and additional services will be designed and constructed by the Owner. The City will pay for oversizing of the off-site facilities to provide a regional benefit to the area. Upon completion of the construction and acceptance of the work by the City, the City will acquire ownership of the off-site water facilities.
- H. The Property currently has an on-site water and fire hydrant system that the Owner wishes to dedicate to the City, along with easements for those facilities. The Owner and the City desires and intends to negotiate an agreement regarding those on-site facilities separate from this Agreement. The City desires and intends to accept those water improvements into the City system that provide water and fire protection to existing buildings of Owner after Owner brings the system up to then current City Code requirements as determined by independent consultant, WLB Group, attached as Exhibit E hereto and incorporated herein by reference. The City Utility Director has authority to negotiate and execute the above mentioned agreement discussed in this Section H.
- I. City and Owner acknowledge and agree that the development and construction of a regional water loop for the City of Flagstaff will result in economic benefit to the City and its residents by improving water quality and dependability.
- J. The City shall provide water and sewer service to the Property pursuant to the terms of this Agreement.

- K. The City confirms that prior to the execution of this Agreement, the City has met all legal requirements for its approval under state and local law.
- L. This Agreement is not intended to in any way limit City's remaining obligations to provide water, sewer, fire and emergency services under the terms of the Preannexation and Development Agreement between Owner and City dated June, 2005, as it relates to parcel 116-04-007F.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, City and Owner state, confirm and agree as follows:

AGREEMENT

- 1. Incorporation of Recitals. The foregoing recitals and all exhibits are incorporated into this Agreement by this reference.
- 2. Agreement to Annex. Following the execution of this Agreement and upon Ninety (90) days written notice from the City Manager, Owner shall submit an application for annexation of the County Property to the City. By executing this Agreement, the Owner is agreeing to the annexation of the County Property at a future date subject to the requirements of A.R.S. §§ 9-471 through 9-472 relating to annexation of the County Property and conditioned only upon those provisions and conditions contained in this Agreement, the requirements of the laws of the State of Arizona and the currently existing ordinances of the City. Owner further agrees to timely sign the petition required by law for annexation.
- 3. Duration of this Agreement. If not sooner terminated in accordance with the provisions hereof, this Agreement, including the right of the City to annex the County Property into the City and the Owner's agreement to annex the County Property, shall continue in full force and effect from the recording date of this Agreement for a period of ten(10) years, except that if a signed annexation petition has been filed with the Coconino County Recorder and the annexation process is pending adoption of an ordinance annexing the County Property or other Flagstaff City Council action, this Agreement shall stay in effect for any additional time necessary to complete the annexation. The failure to complete annexation prior to expiration of this Agreement shall not affect the extension of the water and sewer lines to the Property or the Owner's right to use City water and sewer services pursuant to the terms currently established by the City Water Commission and all applicable City ordinances as though the County Property had been annexed to the City.
- 4. Zoning.
  - 4.1. Zoning and Land Use Plan Designation Upon Annexation. The City and the Owner acknowledge that A.R.S. § 9-471(L) requires the City to initially zone annexed property for densities and land uses no greater than the previously

existing county zoning for such lands. The City determined that the zoning designations under the Flagstaff Zoning Code most comparable to the Coconino County ("County") zoned MP-20,000 (Industrial Park Zone) designation is RD, Research and Development Zone. The most comparable City zone for the land in the County zoned CH-10,000 (Commercial General) is CC, Community Commercial Zone. If the County Property is annexed under this Agreement, the City agrees to adopt the RD, Research and Development, zoning classification for the County Property currently in the MP-20,000 to be effective after the annexation has become final. As to all County Property within the CH-10,000 Zone, the City agrees to adopt the CC, Community Commercial, zoning classification for the County Property to be effective after the annexation has become final.

- 4.2. Vested Zoning and Protected Development Rights. As to the Property, the City's RD zoning district currently allows development on the Property that is compatible and consistent with the established research and development use on the Owner's abutting development per the Concept Plan, set forth in the Preliminary Site Plan for W.L. Gore & Assoc. (concept plan) prepared by Kenneth A. Krenke, dated April 15, 1997, that is attached as Exhibit C (the "Concept Plan"). The City agrees that for construction occurring on properly zoned property in the City, upon the Owner's commencement of grading pursuant to a validly issued permit, the Owner's right to complete the construction as shown on the Concept Plan vests, and the Owner has a protected development right to complete the Project pursuant to the Concept Plan and the existing zoning. Any revocation of the Owner's development rights after annexation shall be pursuant to A.R.S. § 9-1204.
- 4.3. Further Zoning Changes. Upon annexation, the portion of the County Property that will be zoned CC, Community Commercial, will not be compatible and consistent with research and development uses as proposed on the Concept Plan. The Owner may apply for zoning map amendment from CC to the RD, Research and Development Zone. This zoning classification is consistent with the current Office/Business Park Designation of the Regional Land Use and Transportation Plan and thus no amendment to the plan will be required. The Owner can apply for the zoning map amendment concurrently with the annexation application. If this zoning is approved by the Council, the zoning of the entire Property will be compatible and consistent with the current research and development uses as anticipated on the Concept Plan and only site-plan approval will be required for the individual development(s) within the Property to assure that the individual proposed development(s) will be in complete compliance with the City of Flagstaff development requirements, so long as the current zoning code remains in effect, and is not changed by Owner's request.
- 4.4. Growth Boundary. The City hereby acknowledges that the Property is within the current Urban Growth Boundary (UGB) Stage 1 established by the Land Use Plan.

5. Regulation of Development; Fees.

5.1. Jurisdiction. Except as otherwise specified in this Agreement, until such time as the County Property is annexed into the City, the Property shall be governed by the ordinances, rules, regulations, permit requirements, building codes, and other requirements of Coconino County, Arizona, including fee provisions. After the annexation is complete, and subject to the requirements of Sections 5 and 6 of this Agreement, the development of the Property shall be governed by the ordinances, rules, regulations, permit requirements, and other requirements of the City, including fee provisions.

5.2. Off-Site Water Facility Review Fees. Owner shall pay to the City all plan review, permitting and inspection fees associated with construction of off-site water facilities and any other City infrastructure improvements for which the initial review will be conducted by the City. The Owner will pay for the City's cost for inspecting the installation work through the fee for issuance of the City's permit.

5.3. Mutual Review. On-site grading, drainage plans, site plans, and building elevation plans shall be reviewed and approved by Coconino County with City comments provided through a mutual review process. Drainage structures within the current City limits shall meet City design criteria. The design engineer shall provide Rough and Final Grading Certification that certifies the grading was performed according to the approved drainage plans to the City if in the City, and to the County if in the County.

6. Water Infrastructure.

6.1. Water Facilities. The Owner retained Turner Engineering, Inc. to provide design services for the off-site water facilities. Specifically, the scope and nature of the off-site water facilities to be constructed are as described in Exhibit D and more particularly described in the plans prepared by Turner Engineering, Inc. (the "Water Facilities"). The proposed extension of the Water Facilities has been designed and will be constructed by Owner at Owner's cost. The Owner will follow the City's procurement requirements for all construction. The City will pay for the cost of oversizing the water-utility facilities to meet regional needs as described in Exhibit D-1. Owner and City may, pursuant to current ordinances, implement a Recapture Agreement to be reimbursed for certain costs of the waterline by other property owners along the waterline extension.

6.2. Construction of Public and Other Related Improvements. Following construction of the Water Facilities, dedication of the Water Facilities to the City, and acceptance by the City Engineer as prescribed in the Flagstaff City Code, the City agrees to assume, at its expense, the ownership, maintenance and repairs of the Water Facilities in accordance with City policies. The Owner, however, warrants

workmanship and material for the Water Facilities to the benefit of the City for a period of one (1) year from the date of acceptance.

- 6.3. Water Main. Responsibility for Repairs and Replacements, Indemnification. Owner shall provide the City all required easements for the on-site water main and the easements necessary to access the main upon reasonable request. Owner will obtain required permits or other required land rights from Coconino County for all facilities placed in County right-of-way. The Owner agrees to provide a diagram of all property that may be served by any main and appurtenances upon completion and acceptance of the work by the City. The Owner is responsible for any and all repairs or replacements that become necessary as a direct or indirect result of the creation, building or construction of the Water Facilities, including but not limited to repairs or replacement of sidewalks, paving or other utilities. The Owner agrees to indemnify and hold harmless the City from any loss or damage of any nature arising in connection with any act or omission of Owner, its agents, employees, contractors or subcontractors in the course of the performance of the Owner's obligations under this Section 6.

7. City Water Services.

- 7.1. Comparable Service. Once the Water Facilities are accepted by the City Engineer, the City agrees to provide the Property with comparable levels of water infrastructure and services to the level generally provided for like properties in the City of Flagstaff.
- 7.2. Approval of Plan for Facilities. The City, by executing this Agreement, approves the Water Facilities as shown on Exhibit D hereto and more particularly described by the design prepared by Turner Engineering, Inc. In the case of conflict between Exhibit D and the design and construction documents prepared by Turner Engineering, Inc., the more detailed plan controls.
- 7.3. Coordination of Facilities and Timing of Annexation. Owner and City shall mutually cooperate to coordinate the timing of the Water Facilities installation to the Property. This Preannexation Agreement must be filed by the Owner with the Coconino County Recorder before the City begins to provide additional water services to parcels 116-04-008E and 116-04-003Y as a result of the construction of the Water Facilities.
- 7.4. Water Connection and Capacity Fees, Out-of-City Service. The parties expressly acknowledge and agree that when the new and additional water service is established for parcels 116-04-008E and 116-04-003Y as the result of the construction of the Water Facilities, Owner shall pay those water-capacity fees generally required by the Flagstaff City Code as a condition for connecting to the City's water distribution system, whether or not the County Property has been annexed. The size of the meter purchased with the water-capacity fees will determine the allocation of water capacity consistent with the City's ordinances

said parcel contains 0.0164 acres of land, more or less, including any easements of record over the above described parcel.

PARCEL 4:

BEGINNING at the 1/4 of said Sections 24 and 25, said point being a found 3" Cap, thence S 00' 53' 23" W [Basis of Bearing (1/4 corner to Northeast section corner): N 88' 44' 28" E (R1)], along the North-South centerline of said Section 25, for a distance of 29.85 feet to a found Cap 14671, said point being a non-tangent point of curvature;

thence Northwesterly along a curve to the right, having a central angle of 19' 42' 24" and a radius of 500.00 feet, for a distance of 171.97 feet, the chord of said curve bears N 81' 18' 57" W for 171.13 feet, to a found Cap 14671, said point being a point of tangency;

thence N 71' 27' 45" W for a distance of 221.77 feet to a found Cap 14671, said point being on the Southerly Right-of-Way line of Flagstaff Ranch Road as shown on Westwood Estates recorded in Case 6, Map 35;

thence N 88' 39' 55" E, along said Southerly Right-of-Way line, for a distance of 38.94 feet, to a found Cap 18215, said point being a non-tangent point of curvature;

thence Northeasterly along the Easterly Right-of-Way line of said Flagstaff Ranch Road, along a curve to the left, having a central angle of 00' 26' 32.3" and a radius of 4777.44 feet, for a distance of 36.88 feet, the chord of said curve bears N 16' 37' 59" E for 36.88 feet to a set 1/2" rebar w/Cap 14671, said point being a non-tangent point;

thence S 76' 16' 51" E for a distance of 186.99 feet to a set 1/2" rebar w/Cap 14671, said point being a point of curvature;

thence Southeasterly along a curve to the left, having a central angle of 13' 43' 09" E and a radius of 250.00 feet, for a distance of 59.86 feet, the chord of said curve bears S 83' 08' 26" E for 59.72 feet, to a set 1/2" rebar w/Cap 14671, said point being a point of tangency;

thence East for a distance of 467.01 feet to a point on the West parcel line of a parcel described in a Combination/Split Request Form recorded in Docket 1359, Page 585, said parcel line also being the West corporate limit line of the City of Flagstaff;

thence S 13' 07' 30" W, along said West parcel line, for a distance of 44.35 feet to a point on the Section line between said Sections 24 and 25;

thence S 88' 44' 27" W, along said section line, for a distance of 367.57 feet to the POINT OF BEGINNING,

said parcel contains 0.9326 acres of land, more or less, including any easements of record over the above described parcel, as shown as the above mentioned parcel numbers on "Results of Survey" map recorded in Book 18 of Surveys, Map 37, which is made a part hereof by this reference.

NES # 01-112-C.



Descriptive Title \_\_\_\_\_  
City File No. \_\_\_\_\_



3360226  
Page: 7 of 7  
E

# NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Flagstaff Planning and Zoning Commission will hold a public hearing on Wednesday, March 11, 2015 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, April 7, 2015, at 6:00 p.m. to consider the following:

## A. Explanation of Matters to be Considered:

1. A proposed annexation of approximately 135.91 acres of land to the City of Flagstaff as described in Part B below in addition to the portions of the Flagstaff Ranch Road and Kiltie Lane right-of-ways. The annexation is requested in order to incorporate three existing parcels of land and adjacent rights-of-ways into the City limit.

## B. General Description of the Affected Area:

Approximately 135.91 acres located at the intersection of Kiltie Lane and Flagstaff Ranch Road, Coconino County Assessor's Parcel Numbers 116-04-008E, 116-04-003Y and 116-04-007F and portions of the Flagstaff Ranch Road and Kiltie Lane right-of-way, located in South half of Section 24, T21N, R6E, of the G&SRM, Coconino County, Arizona, as shown on the adjacent map.

Interested parties may file comments in writing regarding the proposed annexation or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed annexation 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**

The map shows a shaded area representing the land to be annexed. The area is bounded by Flagstaff Ranch Road to the north and Kiltie Lane to the south. The shaded area includes three parcels and portions of the roads. A callout box labeled 'Area to be Annexed' points to the shaded area. The map also shows surrounding roads and property lines.

**ADDRESS:** 4100 & 4250 W. Kiltie Lane  
**APNs:** 116-04-008E, 116-04-003Y  
116-04-007F  
**ACRES:** Approximately 135.91 Acres  
Coconino County

## For further information, please contact:

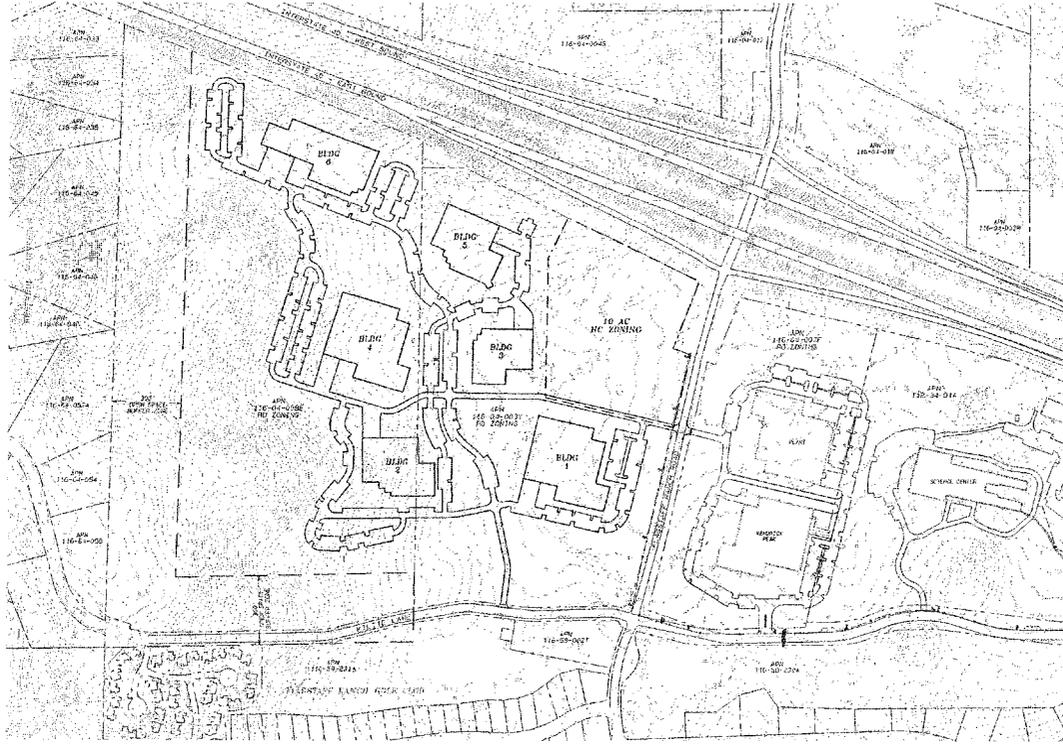
Tiffany Antol  
Planning Development Manager  
Planning & Development Services Div.  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

928-213-2608  
Email: [tantol@flagstaffaz.gov](mailto:tantol@flagstaffaz.gov)



**Publish: February 20, 2015**

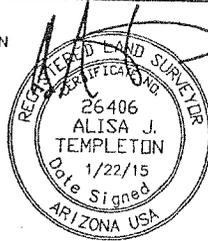
**W.L. GORE AND ASSOCIATES**  
**WOODY MOUNTAIN CAMPUS ANNEXATION**  
**CONCEPT SITE PLAN**



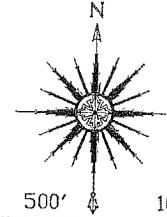
PROJECT NO. SHEET NO. DATE	SHEET FILE PROJECT FILE SHEET FILE DATE	PROJECT NAME PROJECT LOCATION PROJECT NUMBER	PROJECT OWNER PROJECT CONTACT PROJECT PHONE PROJECT FAX	PROJECT STATUS PROJECT PHASE PROJECT DATE	PROJECT VALUE PROJECT COST PROJECT BUDGET
<b>PERMITTING FOR CONSTRUCTION</b>					
BY		DESCRIPTION			
DATE		DATE			
PROJECT NO.		PROJECT NO.			
<b>WOODY MOUNTAIN CAMPUS ANNEXATION</b> FLAUST HPT, ARIZONA SHEET NO. 1 OF 1					
<b>CONCEPT SITE PLAN</b>					
SCALE: N/A DATE: N/A					
SHEET: 1 OF 1					

THIS EXHIBIT AND LEGAL DESCRIPTION  
WERE PREPARED USING RECORDED  
DIMENSIONS. NO FIELD WORK WAS  
DONE.

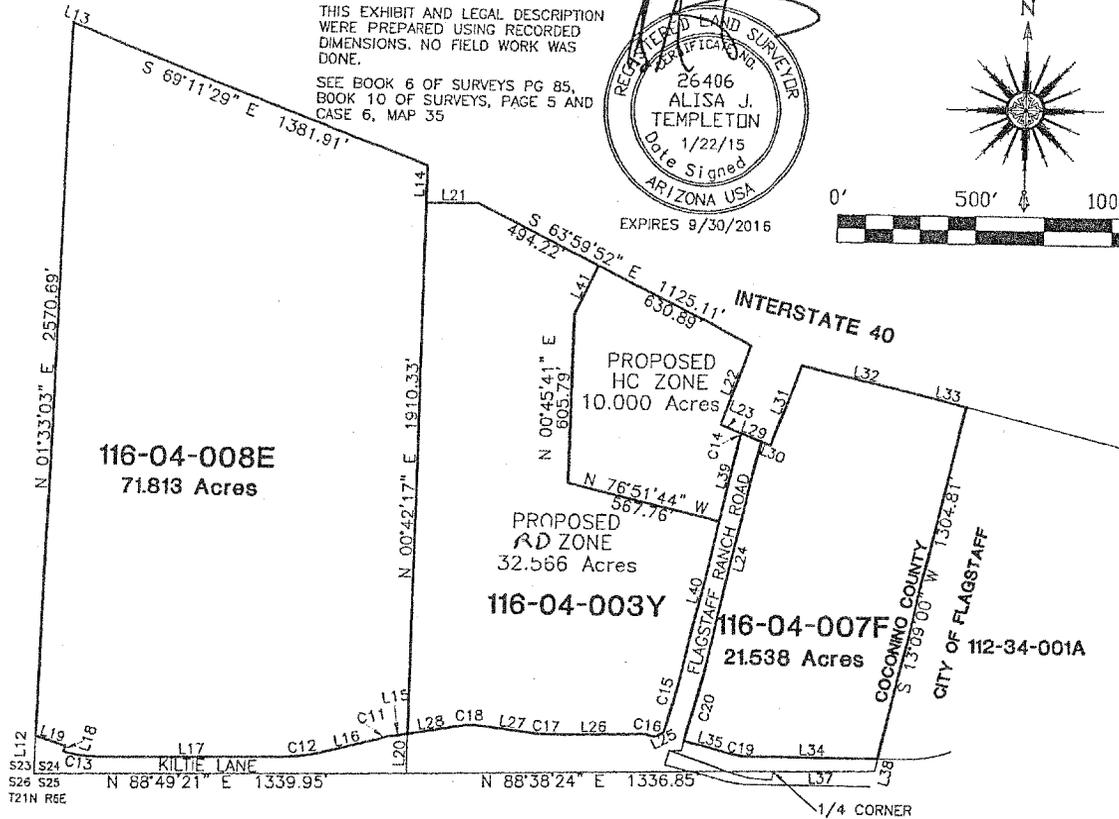
SEE BOOK 6 OF SURVEYS PG 85,  
BOOK 10 OF SURVEYS, PAGE 5 AND  
CASE 6, MAP 35



EXPIRES 9/30/2016



WESTWOOD ESTATES  
CASE 6 MAP 35



FLAGSTAFF RANCH GOLF CLUB  
CASE 8, MAP 64

# EXHIBIT F-1

SHEET 1 OF 2

EXTREME MEASURES LAND SURVEYS, INC. 10800 NIGHTHAWK LANE, FLAGSTAFF, ARIZONA 86004 928.853.366			JOB # 14-01
DRAWN BY: ALISA TEMPLETON	CLIENT: WL GORE	SCALE: 1"=500'	DATE: 22 January 2015

ORDINANCE NO. 2015-02

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 135.91 ACRES LOCATED AT 4100 & 4250 KILTIE LANE, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS RD (RESEARCH AND DEVELOPMENT) FOR 125.91 ACRES AND HC (HIGHWAY COMMERCIAL) FOR 10 ACRES INCLUDING RIGHT-OF-WAY FOR FLAGSTAFF RANCH ROAD AND KILTIE LANE

WHEREAS, petitioners own parcels of land (APN's 116-04-008E, 116-04-003Y and 116-04-007F) located at 4100 & 4250 W. Kiltie Lane, consisting of a total of 135.91 acres of land which are located within Coconino County, Arizona, as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibits B and B-1, 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 B and B-1, in addition to the adjoining rights-of-ways for Kiltie Lane as described in Exhibit I and I-1 and Flagstaff Ranch Road as described in Exhibit J and J-1

WHEREAS, the Coconino County Board of Supervisors, are desirous of transferring the adjoining rights-of-ways for Kiltie Lane and Flagstaff Ranch Road to the City of Flagstaff, Arizona.

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”) and the Flagstaff Regional Plan 2030 ratified May 20, 2014; 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; 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

**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 B and B-1 which are incorporated herein by this reference.

SECTION 2. That the territory described in Exhibits B and B-1 is annexed to the City of Flagstaff subject to the following condition:

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:

1. APN's 116-04-007F and 116-04-008E shall be located within the RD (Research and Development) Zone in their entirety, 10 acres in the northeast corner of APN 116-04-003Y as described in Exhibits F and F-1 shall be located within the HC (Highway Commercial) Zone and the remaining 32.56 acres of APN 116-04-003Y as described in Exhibits F and F-1 shall be located within the RD (Research and Development) Zone.
2. All annexed parcels shall be placed within the Resource Preservation Overlay (RPO) Zone. All parcels located within the RD (Research and Development) Zone shall be considered together when applying the requirements of the RPO to the benefit of all Successor and Assigns.
3. All annexed parcels shall be placed in the City of Flagstaff Lighting Zone 1 and shall comply with City of Flagstaff Zoning Code Lighting Standards.

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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

---

CITY ATTORNEY

EXHIBIT B  
LEGAL DESCRIPTION

Three parcels of land situated in the South half of Section 24, Township 21 North, Range 6 East of the Gila and Salt River Base and Meridian in Coconino County, Arizona, described as follows:

APN 116-04-008E

That portion of that certain parcel of land as set forth in Docket 1454, Page 474 lying North of the Northerly right of way line of Kiltie Lane as dedicated through the plat of Westwood in Case 6, Map 35, and South of the Southerly right of way line of Interstate 40 and more particularly described by metes and bounds as follow:

COMMENCING, for reference, at the Southwest corner of said Section 24;

THENCE North  $01^{\circ}33'03''$  East along the West line of Section 24 a distance of 136.64 feet to the intersection of the Northerly right of way line of Kiltie Lane and the TRUE POINT OF BEGINNING of this description;

THENCE continuing along said section line North  $01^{\circ}33'03''$  East a distance of 2570.69 feet to a point which lies along the Southerly right of way line of Interstate 40;

THENCE South  $69^{\circ}10'29''$  East along said right of way line a distance of 1.73 feet;

THENCE South  $69^{\circ}11'29''$  East a distance of 1381.91 to an angle point in the right of way;

THENCE South  $00^{\circ}44'51''$  West along said right of way a distance of 134.51 feet;

THENCE South  $00^{\circ}42'17''$  West along the East line of the West half of the West half of the Southwest quarter of Section 24 a distance of 1910.33 feet to the intersection with the Northerly right of way line of Kiltie Lane;

The following courses follow said Northerly right of way line of Kiltie Lane:

THENCE South  $80^{\circ}19'05''$  West a distance of 56.02 feet to the beginning of a curve to the left;

THENCE Southwesterly along said curve with an arc length of 27.76 feet, through a central angle of  $04^{\circ}49'11''$ , the radius of said curve is 330.00 feet, the chord of which bears South  $77^{\circ}54'31''$  West for 27.75 feet;

THENCE South  $75^{\circ}29'56''$  West a distance of 252.14 feet to the beginning of a curve to the right;

THENCE Southwesterly along said curve with an arc length of 86.08 feet, through a central angle of  $13^{\circ}19'45''$ , the radius of said curve is 370.00 feet, the chord of which bears South  $82^{\circ}09'47''$  West for 85.88 feet;

THENCE South  $88^{\circ}49'40''$  West a distance of 702.26 feet to the beginning of a curve to the right;

THENCE Northwesterly along said curve with an arc length of 119.72 feet, through a central angle of  $18^{\circ}32'19''$ , the radius of said curve is 370.00 feet, the chord of which bears North  $81^{\circ}54'08''$  West for 119.19 feet;

THENCE North  $17^{\circ}21'59''$  East a distance of 20.00 feet;

THENCE North  $72^{\circ}37'59''$  West a distance of 117.38 feet to the point of beginning.

Said parcel of land contains 71.813 acres, more or less, as shown on the attached EXHIBIT B-1, which is made a part of this description by this reference.

APN 116-04-003Y

That portion of a parcel of land set forth in Docket 1407, Page 23 lying South of the Southerly right of way line of Interstate 40, West of Flagstaff Ranch Road and North of Kiltie Lane more particularly described by metes and bounds as follows:

COMMENCING, for reference, at the Southwest corner of said Section 24;

THENCE North  $88^{\circ}49'21''$  East a distance of 1339.95 feet to the Southeast corner of the West half of the West half of the Southwest quarter of Section 24;

THENCE North  $00^{\circ}42'17''$  East a distance of 142.60 feet along the East line of said West half of the West half of the Southwest quarter of Section 24 to the intersection with the Northerly right of way line of Kiltie Lane and the TRUE POINT OF BEGINNING of this description;

THENCE continuing North  $00^{\circ}42'17''$  East a distance of 1910.33 feet to an angle point in the Southerly right of way line of Interstate 40;

THENCE North  $89^{\circ}37'06''$  East a distance of 188.49 feet to an angle point in said right of way;

THENCE South  $63^{\circ}59'52''$  East a distance of 1125.11 feet to an angle point in said right of way;

THENCE South  $20^{\circ}53'20''$  West a distance of 305.98 feet to an angle point in said right of way;

THENCE South  $69^{\circ}11'15''$  East a distance of 81.09 feet to the Northwest corner of Flagstaff Ranch Road as dedicated in Case 6, Map 35, said point being the beginning of a non-tangent curve to the right;

THENCE Southwesterly along said right of way with an arc length of 5.45 feet, through a central angle of  $00^{\circ}07'43''$ , the radius of said curve is 2429.64 feet, the chord of which bears South  $12^{\circ}43'09''$  West for 5.45 feet;

THENCE South  $13^{\circ}08'16''$  West along the Westerly right of way of Flagstaff Ranch Road a distance of 847.98 feet to the beginning of a non-tangent curve to the right;

THENCE Southwesterly along said right of way with an arc length of 258.84 feet, through a central angle of  $03^{\circ}09'26''$ , the radius of said curve is 4697.44 feet, the chord of which bears South  $14^{\circ}42'09''$  West for 258.81 feet;

THENCE South  $62^{\circ}03'45''$  West a distance of 34.96 feet to the beginning of a non-tangent curve to the left, said point lies along the Northerly right of way line of Kiltie Lane as dedicated in Case 6, Map 35;

The remaining courses follow said Northerly right of way line:

THENCE Northwesterly along said curve with an arc length of 66.89 feet, through a central angle of  $16^{\circ}39'47''$ , the radius of said curve is 230.00 feet, the chord of which bears North  $83^{\circ}01'45''$  West for 66.65 feet;

THENCE South  $88^{\circ}38'21''$  West a distance of 311.79 feet to the beginning of a curve to the right;

THENCE Northwesterly along said curve with an arc length of 37.43 feet, through a central angle of  $07^{\circ}56'31''$ , the radius of said curve is 270.00 feet, the chord of which bears North  $87^{\circ}23'24''$  West for 37.40 feet;

THENCE North  $83^{\circ}25'08''$  West a distance of 215.17 feet to the beginning of a curve to the left;

THENCE Southwesterly along said curve with an arc length of 93.67 feet, through a central angle of  $16^{\circ}15'46''$ , the radius of said curve is 330.00 feet, the chord of which bears South  $88^{\circ}26'58''$  West for 93.35 feet;

THENCE South  $80^{\circ}19'05''$  West a distance of 179.65 feet to the point of beginning.

Said parcel of land contains 42.566 acres, more or less, as shown on the attached EXHIBIT B-1, which is made a part of this description by this reference.

APN 116-04-007F

A parcel of land situated in the South half of Section 24, Township 21 North, Range 6 East lying East of Flagstaff Ranch Road as dedicated in Case 6, Map 35, North of Kiltie Lane as dedicated as Parcel 4 in Instrument 3360226, South of the Southerly right of way line of Interstate 40 and West of that certain parcel of land described in Exhibit A on Page 3 of 7 in Docket 1359, Page 585, said parcel of land includes that portion of that certain parcel of land set forth in Docket 1772, Page 364 lying North of the Northerly right of way line of Kiltie Lane is more particularly described as follows:

COMMENCING, for reference, at the Southwest corner of said Section 24;

THENCE North  $88^{\circ}49'21''$  East a distance of 1339.95 feet to the Southeast corner of the West half of the West half of the Southwest quarter of Section 24;

THENCE North  $88^{\circ}38'24''$  East a distance of 1336.85 feet to the South quarter corner of said Section 24;

THENCE continuing along the South line of Section 24 South  $88^{\circ}44'28''$  West a distance of 367.57 feet;

THENCE North  $13^{\circ}09'00''$  East a distance of 44.36 feet to the TRUE POINT OF BEGINNING of this description, said point lies along the Northerly right of way line of Kiltie Lane;

THENCE West along said right of way line a distance of 466.91 feet to the beginning of a curve to the right;

THENCE Northwesterly along said curve with an arc length of 59.86 feet, through a central angle of  $13^{\circ}43'10''$ , the radius of said curve is 250.00 feet, the chord of which bears North  $83^{\circ}08'26''$  West for 59.72 feet;

THENCE North  $76^{\circ}16'51''$  West along said right of way line a distance of 186.99 feet to the Easterly right of way line of Flagstaff Ranch Road, said point is the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said Easterly right of way line with an arc length of 271.34 feet, through a central angle of  $03^{\circ}15'15''$ , the radius of said curve is 4777.44 feet, the chord of which bears North  $14^{\circ}51'11''$  East for 271.30 feet;

THENCE North  $13^{\circ}08'06''$  East a distance of 842.64 feet to the Northeast corner of Flagstaff Ranch Road, said point lies along the Southerly right of way line of Interstate 40;

THENCE South 69°07'10" East a distance of 37.98 feet to an angle point in said right of way;  
THENCE North 20°46'38" East a distance of 308.94 feet to an angle point in said right of way;  
THENCE South 77°05'19" East a distance of 464.57 feet to an angle point in said right of way;  
THENCE South 76°24'41" East along said right of way a distance of 150.04 feet;  
THENCE South 13°09'00" West a distance of 1304.81 feet to the point of beginning.

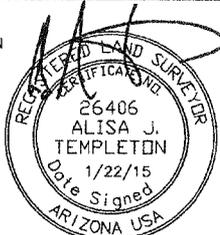
Said parcel of land contains 21.539 acres, more or less, as shown on the attached EXHIBIT B-1, which is made a part of this description by this reference.

City File Number \_\_\_\_\_

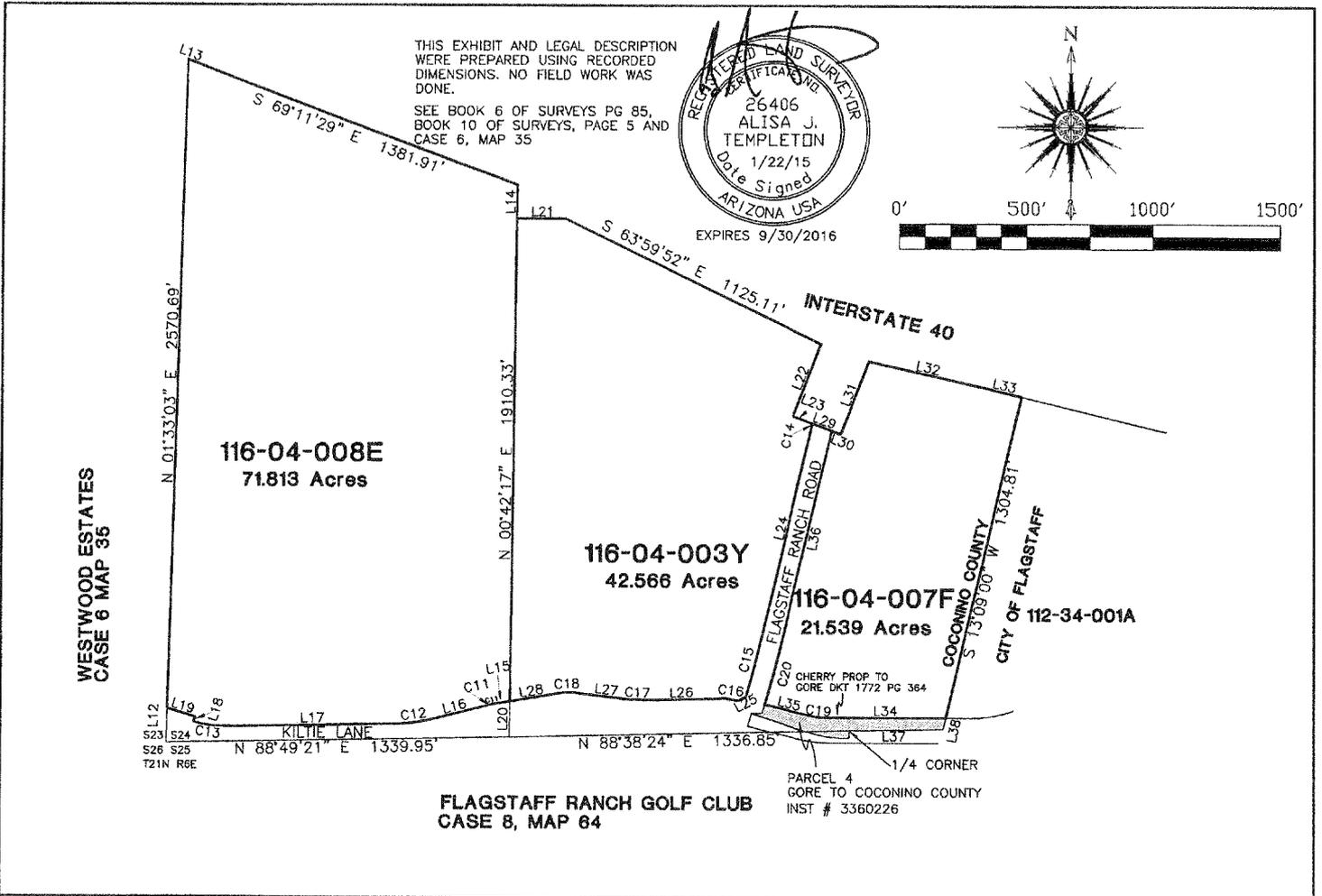
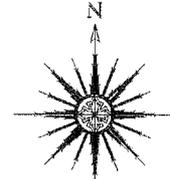
Descriptive Title \_\_\_\_\_

THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED USING RECORDED DIMENSIONS. NO FIELD WORK WAS DONE.

SEE BOOK 6 OF SURVEYS PG 85, BOOK 10 OF SURVEYS, PAGE 5 AND CASE 6, MAP 35



EXPIRES 9/30/2016



<b>EXHIBIT B-1</b> SHEET 1 OF 2	EXTREME MEASURES LAND SURVEYS, INC. 10800 NIGHTHAWK LANE, FLAGSTAFF, ARIZONA 86004 928.853.366		JOB # 14-01
	DRAWN BY: ALISA TEMPLETON	CLIENT: WL GORE	SCALE: 1"=500'

L12	N 01°33'03" E	136.64'
L13	N 69°10'29" W	1.73'
L14	S 00°44'51" W	134.51'
L15	S 80°19'05" W	56.02'
L16	S 75°29'56" W	252.14'
L17	S 88°49'40" W	702.26'
L18	N 17°21'59" E	20.00'
L19	N 72°37'59" W	117.38'
L20	N 00°42'17" E	142.60'
L21	N 89°37'06" E	188.49'
L22	S 20°53'20" W	305.98'
L23	N 69°11'15" W	81.09'
L24	S 13°08'16" W	847.98'
L25	S 62°03'45" W	34.96'
L26	S 88°38'21" W	311.79'
L27	N 83°25'08" W	215.17'
L28	S 80°19'05" W	179.65'
L29	S 69°07'10" E	80.75'
L30	S 69°07'10" E	37.98'
L31	N 20°46'38" E	308.94'
L32	N 77°05'19" W	464.57'
L33	S 76°24'41" E	150.04'
L34	West	466.91'
L35	N 76°16'51" W	186.99'
L36	S 13°08'06" W	842.64'
L37	N 88°44'28" E	367.57'
L38	N 13°09'00" E	44.36'

C11	330.00'	27.76'	27.75'	S 77°54'31" W	04°49'11"
C12	370.00'	86.08'	85.88'	S 82°09'47" W	13°19'45"
C13	370.00'	119.72'	119.19'	N 81°54'08" W	18°32'19"
C14	2429.64'	5.45'	5.45'	S 12°43'09" W	00°07'43"
C15	4697.44'	258.84'	258.81'	S 14°42'09" W	03°09'26"
C16	230.00'	66.89'	66.65'	N 83°01'45" W	16°39'47"
C17	270.00'	37.43'	37.40'	S 87°23'24" E	07°56'31"
C18	330.00'	93.67'	93.35'	S 88°26'58" W	16°15'46"
C19	250.00'	59.86'	59.72'	S 83°08'26" E	13°43'10"
C20	4777.44'	271.34'	271.30'	N 14°51'11" E	03°15'15"

# EXHIBIT B-1

SHEET 2 OF 2

EXTREME MEASURES LAND SURVEYS, INC.

10800 NIGHTHAWK LANE, FLAGSTAFF, ARIZONA 86004 928.853.366

JOB # 14-01

DRAWN BY:

ALISA TEMPLETON

CLIENT:

WL GORE

SCALE:

1"=500'

DATE:

22 JANUARY 2015

EXHIBIT F  
116-04-003Y HC ZONE

That certain portion of a parcel of land designated as Assessor's Parcel Number 116-04-003Y zoned Highway Commercial, situated in the Southwest quarter of Section 24, Township 21 North, Range 6 East of the Gila and Salt River Base and Meridian in Coconino County, Arizona, said portion is more particularly described as follows:

COMMENCING, for reference, at the Southwest corner of said Section 24;

THENCE North  $01^{\circ}33'03''$  East along the West line of Section 24 a distance of 2570.69 feet to the South right of way line of Interstate 40;

THENCE South  $69^{\circ}10'29''$  East along said right of way line a distance of 1.73 feet to an angle point;

THENCE continuing along said right of way line South  $69^{\circ}11'29''$  East a distance of 1381.91 feet to the intersection with the East line of the West half of the West half of the Southwest quarter of Section 24;

THENCE South  $00^{\circ}44'51''$  West along said East line a distance of 134.51 to an angle point in said right of way;

THENCE North  $89^{\circ}37'06''$  East a distance of 188.49 feet to an angle point in said right of way;

THENCE South  $63^{\circ}59'52''$  East along said right of way line a distance of 494.22 feet to the TRUE POINT OF BEGINNING of this description;

THENCE continuing South  $63^{\circ}59'52''$  East along said right of way line a distance of 630.89 feet to an angle point;

THENCE South  $20^{\circ}53'20''$  West a distance of 305.98 feet to an angle point;

THENCE South  $69^{\circ}11'15''$  East a distance of 81.09 feet to the Northwest corner of that portion of Flagstaff Ranch Road lying South of Interstate 40, said point is the beginning of a non-tangent curve concave to the West;

THENCE Southwesterly along said curve with an arc length of 5.45 feet, through a central angle of  $00^{\circ}07'43''$ , the radius of said curve is 2429.64 feet, the chord of which bears South  $12^{\circ}43'09''$  West a distance of 5.45 feet;

THENCE South  $13^{\circ}08'16''$  West along the Westerly right of way line of Flagstaff Ranch Road a distance of 321.88 feet;

THENCE North  $76^{\circ}51'44''$  West a distance of 567.76 feet;

THENCE North  $00^{\circ}45'41''$  East a distance of 605.79 feet;

THENCE North  $26^{\circ}00'08''$  East a distance of 194.99 feet to the Point of Beginning.

Said parcel of land contains 10.000 acres, more or less.

116-04-003Y  
PORTION TO BE ZONED RD  
LEGAL DESCRIPTION

A portion of that portion of a parcel of land set forth in Docket 1407, Page 23 lying South of the Southerly right of way line of Interstate 40, West of Flagstaff Ranch Road and North of Kiltie Lane more particularly described by metes and bounds as follows:

COMMENCING, for reference, at the Southwest corner of said Section 24;

THENCE North  $88^{\circ}49'21''$  East a distance of 1339.95 feet to the Southeast corner of the West half of the West half of the Southwest quarter of Section 24;

THENCE North  $00^{\circ}42'17''$  East a distance of 142.60 feet along the East line of said West half of the West half of the Southwest quarter of Section 24 to the intersection with the Northerly right of way line of Kiltie Lane and the TRUE POINT OF BEGINNING of this description;

THENCE continuing North  $00^{\circ}42'17''$  East a distance of 1910.33 feet to an angle point in the Southerly right of way line of Interstate 40;

THENCE North  $89^{\circ}37'06''$  East a distance of 188.49 feet to an angle point in said right of way;

THENCE South  $63^{\circ}59'52''$  East along said right of way a distance of 494.22 feet;

THENCE South  $26^{\circ}00'08''$  West a distance of 194.99 feet

THENCE South  $00^{\circ}45'41''$  West a distance of 605.79 feet;

THENCE South  $76^{\circ}51'44''$  East a distance of 567.76 feet to a point which lies along the Westerly right of way line of Flagstaff Ranch Road as dedicated in Case 6, Map 35;

THENCE South  $13^{\circ}08'16''$  West along the Westerly right of way of Flagstaff Ranch Road a distance of 526.10 feet to the beginning of a non-tangent curve to the right;

THENCE Southwesterly along said right of way with an arc length of 258.84 feet, through a central angle of  $03^{\circ}09'26''$ , the radius of said curve is 4697.44 feet, the chord of which bears South  $14^{\circ}42'09''$  West for 258.81 feet;

THENCE South  $62^{\circ}03'45''$  West a distance of 34.96 feet to the beginning of a non-tangent curve to the left, said point lies along the Northerly right of way line of Kiltie Lane as dedicated in Case 6, Map 35;

The remaining courses follow said Northerly right of way line:

THENCE Northwesterly along said curve with an arc length of 66.89 feet, through a central angle of  $16^{\circ}39'47''$ , the radius of said curve is 230.00 feet, the chord of which bears North  $83^{\circ}01'45''$  West for 66.65 feet;

THENCE South  $88^{\circ}38'21''$  West a distance of 311.79 feet to the beginning of a curve to the right;

THENCE Northwesterly along said curve with an arc length of 37.43 feet, through a central angle of  $07^{\circ}56'31''$ , the radius of said curve is 270.00 feet, the chord of which bears North  $87^{\circ}23'24''$  West for 37.40 feet;

THENCE North  $83^{\circ}25'08''$  West a distance of 215.17 feet to the beginning of a curve to the left;

THENCE Southwesterly along said curve with an arc length of 93.67 feet, through a central angle of  $16^{\circ}15'46''$ , the radius of said curve is 330.00 feet, the chord of which bears South  $88^{\circ}26'58''$  West for 93.35 feet;

THENCE South  $80^{\circ}19'05''$  West a distance of 179.65 feet to the point of beginning.

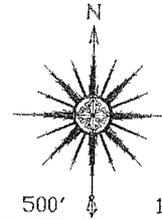
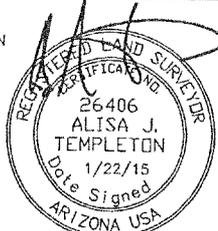
Said parcel of land contains 32.566 acres, more or less, as shown on the attached EXHIBIT F-1, which is made a part of this description by this reference.

Descriptive Title: \_\_\_\_\_

City File Number: \_\_\_\_\_

THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED USING RECORDED DIMENSIONS. NO FIELD WORK WAS DONE.

SEE BOOK 6 OF SURVEYS PG 85, BOOK 10 OF SURVEYS, PAGE 5 AND CASE 6, MAP 35



EXPIRES 9/30/2016

WESTWOOD ESTATES  
CASE 6 MAP 35

116-04-008E  
71.813 Acres

116-04-003Y

116-04-007F  
21.538 Acres

112-34-001A

PROPOSED  
HC ZONE  
10.000 Acres

PROPOSED  
RD ZONE  
32.566 Acres

INTERSTATE 40

COCONINO COUNTY  
CITY OF FLAGSTAFF

L12  
S23  
S24  
S25  
T21N R6E

L17  
KILTHE LANE  
N 88°49'21" E 1339.95'

N 88°38'24" E 1336.85'

1/4 CORNER

FLAGSTAFF RANCH GOLF CLUB  
CASE 8, MAP 84

EXHIBIT F-1

SHEET 1 OF 2

EXTREME MEASURES LAND SURVEYS, INC.  
10800 NIGHTHAWK LANE, FLAGSTAFF, ARIZONA 86004 928.853.366

JOB # 14-01

DRAWN BY:  
ALISA TEMPLETON

CLIENT:  
WL GORE

SCALE:  
1"=500'

DATE:  
22 January 2015

L12	N 01°33'03" E	136.64'
L13	N 69°10'29" W	1.73'
L14	S 00°44'51" W	134.51'
L15	S 80°19'05" W	56.02'
L16	S 75°29'56" W	252.14'
L17	S 88°49'40" W	702.26'
L18	N 17°21'59" E	20.00'
L19	N 72°37'59" W	117.38'
L20	N 00°42'17" E	142.60'
L21	N 89°37'06" E	188.49'
L22	S 20°53'20" W	305.98'
L23	N 69°11'15" W	81.09'
L24	S 13°08'06" W	842.64'
L25	S 62°03'45" W	34.96'
L26	S 88°38'21" W	311.79'
L27	N 83°25'08" W	215.17'
L28	S 80°19'05" W	179.65'
L29	S 69°07'10" E	80.75'
L30	S 69°07'10" E	37.98'
L31	N 20°46'38" E	308.94'
L32	N 77°05'19" W	464.57'
L33	S 76°24'41" E	150.04'
L34	West	466.91'
L35	N 76°16'51" W	186.99'
L37	N 88°44'28" E	367.57'
L38	N 13°09'00" E	44.36'
L39	S 13°08'16" W	321.88'
L40	S 13°08'16" W	526.10'
L41	N 26°00'08" E	194.99'

C11	330.00'	27.76'	27.75'	S 77°54'31" W	04°49'11"
C12	370.00'	86.08'	85.88'	S 82°09'47" W	13°19'45"
C13	370.00'	119.72'	119.19'	N 81°54'08" W	18°32'19"
C14	2429.64'	5.45'	5.45'	S 12°43'09" W	00°07'43"
C15	4697.44'	258.84'	258.81'	S 14°42'09" W	03°09'26"
C16	230.00'	66.89'	66.65'	N 83°01'45" W	16°39'47"
C17	270.00'	37.43'	37.40'	S 87°23'24" E	07°56'31"
C18	330.00'	93.67'	93.35'	S 88°26'58" W	16°15'46"
C19	250.00'	59.86'	59.72'	S 83°08'26" E	13°43'10"
C20	4777.44'	271.34'	271.30'	N 14°51'11" E	03°15'15"

# EXHIBIT F-1

SHEET 2 OF 2

EXTREME MEASURES LAND SURVEYS, INC.  
10800 NIGHTHAWK LANE, FLAGSTAFF, ARIZONA 86004 928.853.366

JOB # 14-01

DRAWN BY:

ALISA TEMPLETON

CLIENT:

WL GORE

SCALE:

1"=500'

DATE:

22 January 2015



## EXHIBIT I

### LEGAL DESCRIPTION:

This legal description consists of 4 parcels: Parcel 1 is Parcel 1 as described in Instrument # 3091414 (R1), Parcels 2 and 3 are Parcels 2 and 3, respectively, as described in Instrument # 3086282 (R2) and Parcel 4 is a portion of the following three (3) parcels: Docket 838, Page 162; Docket 907, Page 847 and Parcel 1 as described in Docket 1772, Page 364, all of the Records of Coconino County, Arizona, situated in Sections 24 and 25, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona. Parcels 1, 2 and 3 are as described in their respective instruments and Parcel 4 is more particularly described, each parcel as follows:

#### PARCEL 1:

Beginning at the 1/4 of said Sections 24 and 25, said point being a found 3" Cap, thence N 88° 44' 28" E [Basis of Bearing: (R1)], along the section line between said Sections 24 and 25, for a distance of 774.02 feet to a point, said point being the cusp of a non-tangent curve;

thence Southwesterly along a curve to the left, having a central angle of 10° 38' 10" and a radius of 448.00 feet, for a distance of 83.17 feet, the chord of said curve bears S 72° 56' 56" W for a distance of 83.05 feet to a point of reverse curvature;

thence Southwesterly along a curve to the right, having a central angle of 22° 22' 09" and a radius of 550.00 feet, for a distance of 214.73 feet to a point of tangency;

thence West for a distance of 574.58 feet to a point of curvature;

thence Northwesterly along a curve to the right, having a central angle of 13° 43' 09" and a radius of 350.00 feet, for a distance of 83.81 feet to a point of tangency;

thence N 76° 16' 51" W for a distance of 206.70 feet to a point;

thence N 77° 16' 11" W for a distance of 25.80 feet to a found Cap 14671, said point being on the Southerly Right-of-Way line of Flagstaff Ranch Road as dedicated in Case 6, Map 35 of the Records of Coconino County;

thence N 16° 55' 35" E, along said Southerly Right-of-Way line, for a distance of 52.75 feet to a found Cap 14671;

thence N 88° 32' 14" E, along said South Right-of-Way line, for a distance of 3.19 feet to a found Cap 14671, said point being on the South parcel line of a parcel described in Docket 1772, Page 364 of the Records of Coconino County;

thence S 71° 27' 45" E, along said South parcel line, for a distance of 221.77 feet to a found Cap 14671, said point being a point of curvature;

thence Southeasterly, along said South parcel line, along a curve to the left, having a central angle of 19' 42' 24" and a radius of 500.00 feet, for a distance of 171.97 feet to a found Cap 14671, said point being a nontangent point;

thence N 00' 53' 24" E, along said South parcel line, for a distance of 29.85 feet to the Point of Beginning,

said parcel contains 1.1812 acres of land, more or less, including any easements of record over the above described parcel.

PARCEL 2:

From the 1/4 of said Sections 24 and 25, said point being a found 3" Cap, thence N 88' 44' 28" E [Basis of Bearing: (R1)], along the section line between said Sections 24 and 25, for a distance of 938.37 feet to the TRUE POINT OF BEGINNING;

thence continue N 88' 44' 28" E, between said Sections 24 and 25, for a distance of 1247.60 feet to a point;

thence S 64' 50' 13" W for a distance of 107.91 feet to a point of curvature;

thence Southeasterly along a curve to the right, having a central angle of 25' 09' 47" and a radius of 584.00 feet, for a distance of 256.48 feet to a point of tangency;

thence West for a distance of 234.12 feet to a point of curvature;

thence Northwesterly along a curve to the right, having a central angle of 07' 24' 53" W and a radius of 1534.00 feet, for a distance of 198.52 feet to a point of tangency;

thence N 82' 35' 07" W for a distance of 473.18 feet to the TRUE POINT OF BEGINNING,

said parcel contains 1.7429 acres of land, more or less, including any easements of record over the above described parcel.

PARCEL 3:

From the 1/4 of said Sections 24 and 25, said point being a found 3" Cap, thence N 88' 44' 28" E [Basis of Bearing: (R1)], along the section line between said Sections 24 and 25, for a distance of 2627.16 feet to the TRUE POINT OF BEGINNING;

thence continue N 88' 44' 28" E, between said Sections 24 and 25, for a distance of 49.82 feet to Northeast Section corner of said Section 25, said point being a found 3" Cap;

thence S 01' 19' 24" W, along the East section line of said Section 25, for a distance of 29.37 feet to a point;

thence N 59' 13' 32" W for a distance of 28.70 feet to a point of curvature;

thence Northwesterly along a curve to the left, having a central angle of 03' 30' 08" and a radius of 458.00 feet, for a distance of 28.00 feet to the TRUE POINT OF BEGINNING,

said parcel contains 0.0164 acres of land, more or less, including any easements of record over the above described parcel.

PARCEL 4:

BEGINNING at the 1/4 of said Sections 24 and 25, said point being a found 3" Cap, thence S 00' 53' 23" W [Basis of Bearing (1/4 corner to Northeast section corner): N 88' 44' 28" E (R1)], along the North-South centerline of said Section 25, for a distance of 29.85 feet to a found Cap 14671, said point being a non-tangent point of curvature;

thence Northwesterly along a curve to the right, having a central angle of 19' 42' 24" and a radius of 500.00 feet, for a distance of 171.97 feet, the chord of said curve bears N 81' 18' 57" W for 171.13 feet, to a found Cap 14671, said point being a point of tangency;

thence N 71' 27' 45" W for a distance of 221.77 feet to a found Cap 14671, said point being on the Southerly Right-of-Way line of Flagstaff Ranch Road as shown on Westwood Estates recorded in Case 6, Map 35;

thence N 88' 39' 55" E, along said Southerly Right-of-Way line, for a distance of 38.94 feet, to a found Cap 18215, said point being a non-tangent point of curvature;

thence Northeasterly along the Easterly Right-of-Way line of said Flagstaff Ranch Road, along a curve to the left, having a central angle of 00' 26' 32.3" and a radius of 4777.44 feet, for a distance of 36.88 feet, the chord of said curve bears N 16' 37' 59" E for 36.88 feet to a set 1/2" rebar w/Cap 14671, said point being a non-tangent point;

thence S 76' 16' 51" E for a distance of 186.99 feet to a set 1/2" rebar w/Cap 14671, said point being a point of curvature;

thence Southeasterly along a curve to the left, having a central angle of 13' 43' 09" E and a radius of 250.00 feet, for a distance of 59.86 feet, the chord of said curve bears S 83' 08' 26" E for 59.72 feet, to a set 1/2" rebar w/Cap 14671, said point being a point of tangency;

thence East for a distance of 467.01 feet to a point on the West parcel line of a parcel described in a Combination/Split Request Form recorded in Docket 1359, Page 585, said parcel line also being the West corporate limit line of the City of Flagstaff;

thence S 13' 07' 30" W, along said West parcel line, for a distance of 44.35 feet to a point on the Section line between said Sections 24 and 25;

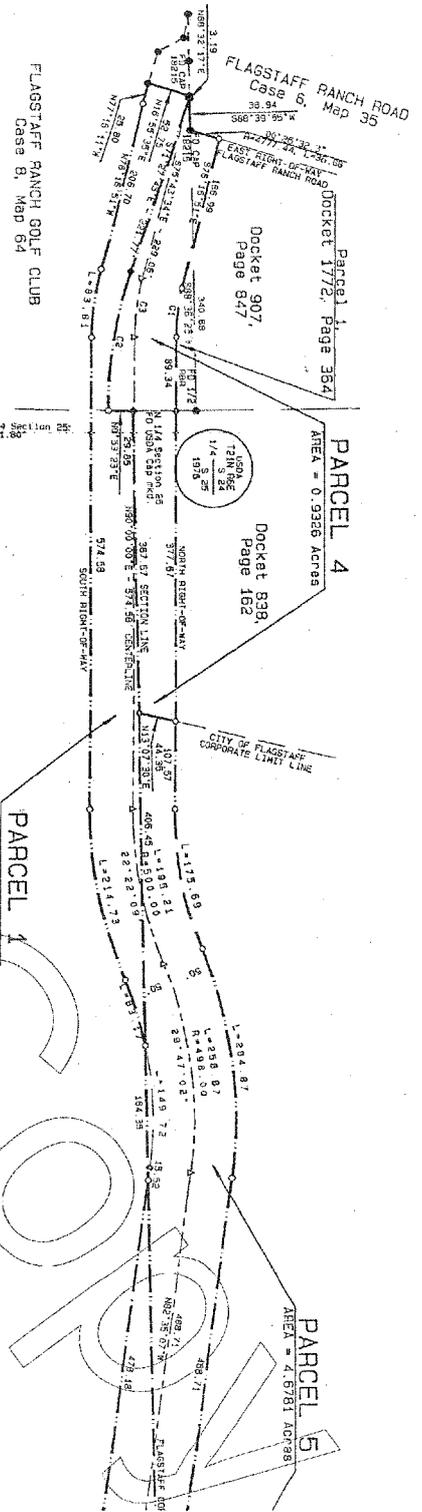
thence S 88' 44' 27" W, along said section line, for a distance of 367.57 feet to the POINT OF BEGINNING,

said parcel contains 0.9326 acres of land, more or less, including any easements of record over the above described parcel, as shown as the above mentioned parcel numbers on "Results of Survey" map recorded in Book 18 of Surveys, Map 37, which is made a part hereof by this reference.

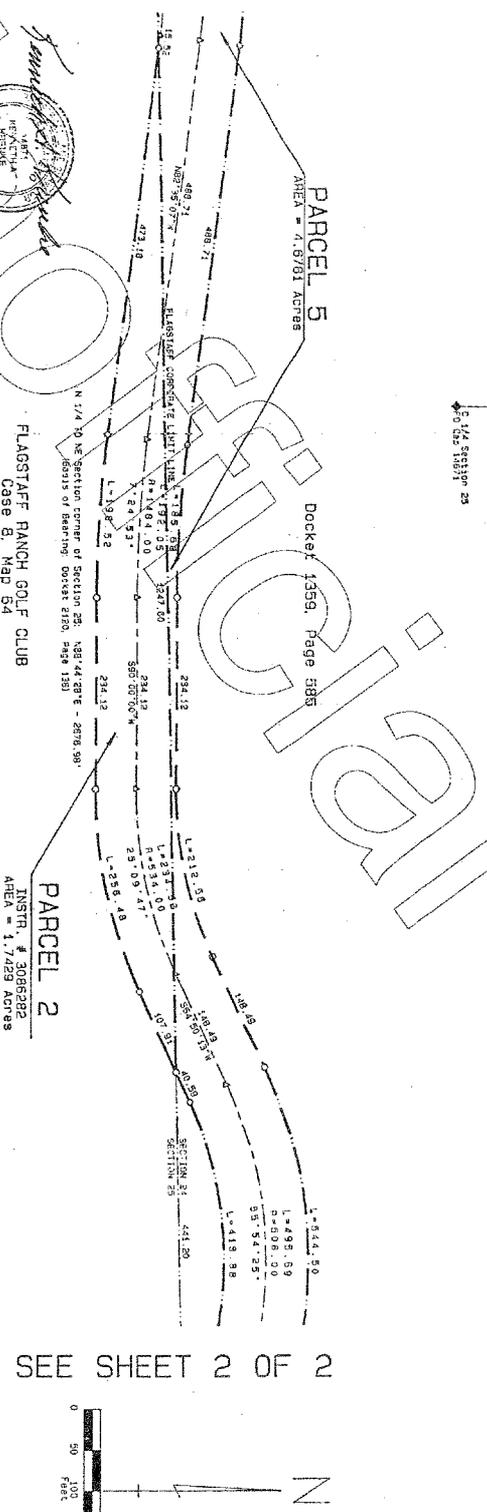
NES # 01-112-C.



Descriptive Title \_\_\_\_\_  
City File No. \_\_\_\_\_



SEE MATCH ABOVE



SEE SHEET 2 OF 2

SEE MATCH BELOW

3139863  
 3139863  
 Record as the result of the 1977-1980 Exploration Surveys  
 on the 1/4, 1/2 and 3/4 sections of Section 25, T12N, R10E, S02E  
 of Township 12 North, Range 10 East, and Section 24  
 of Chicago County, Arkansas, pursuant to County Recorder's  
 Order No. 18, dated 11/18/77.

**SURVEYOR'S NOTE:**  
 Paragraphs 1, 2, 3, 4 and 5 are to be dedicated  
 to the City of Fayetteville, Arkansas, for  
 the purpose of establishing a utility easement  
 for the City of Fayetteville.

**LEGEND:**  
 ♦ - Found sectional corner as noted.  
 ○ - Found Cap 16071, unless otherwise noted.  
 ○ - 5/8" 1/2" Rubber w/Chip 16071 (unless otherwise noted).  
 △ - 5/8" 3/4" Rubber w/Chip 16071 (unless otherwise noted).  
 ○ - Calculated Corner, Nothing Found or SM.

Northland Exploration Surveys, Inc.  
 520 West 33rd, Ft. Smith, Arkansas 72301 (501) 774-2558

SCALE: 1 inch = 120 feet

SIGNATURE OF SURVEYOR: [Signature]

DATE: 11/18/77

RESULTS OF SURVEY OF  
 W. L. GORE, INC.  
 KILLIE LANE DEDICATION

CHECKED: [Signature]

DATE: 11/18/77

SHEET 1 OF 2  
 JOB NO. 01-112

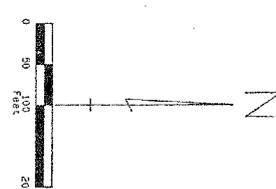




EXHIBIT 5  
FLAGSTAFF RANCH ROAD ANNEXATION

THAT certain strip of land known as FLAGSTAFF RANCH ROAD lying South of the Interstate 40 right of way and West of Parcel 1 and Parcel 4 as depicted in Book 18 of Land Surveys, Page 37 and as described in Instrument Number 3360226, hereinafter referred to as R1, said strip of land lies within the Southwest quarter of Section 24, Township 21 North, Range 6 East of the Gila and Salt River Base and Meridian in Coconino County, Arizona, and is more particularly described as follows:

COMMENCING, for reference, at the South quarter corner of said Section 24, said point being an angle point in the line between said Parcels 1 and 4 of R1,

THENCE South  $00^{\circ}53'23''$  West a distance of 29.85 feet to an angle point along the line between said Parcels 1 and 4 of R1 to the beginning of a non-tangent curve, concave to the North;

THENCE Northwesterly along said curve a distance of 171.97, through a central angle of  $19^{\circ}42'24''$ , the radius of said curve is 500.00 feet, the chord of which bears North  $81^{\circ}18'57''$  West for 171.13 feet;

THENCE North  $71^{\circ}27'45''$  West a distance of 221.77 feet to the Northwesterly corner of said Parcel 1 and the Southwesterly corner of Parcel 4 and the TRUE POINT OF BEGINNING of this description;

THENCE South  $88^{\circ}32'17''$  West along the Westerly line of Parcel 1 a distance of 3.19 feet;

THENCE South  $16^{\circ}55'35''$  West a distance of 52.75 feet to the Southwesterly corner of said Parcel 1;

THENCE North  $72^{\circ}53'05''$  West a distance of 39.57 feet;

THENCE North  $27^{\circ}39'35''$  West a distance of 35.56 feet;

THENCE North  $16^{\circ}52'40''$  East a distance of 60.03 feet;

THENCE North  $62^{\circ}03'45''$  East a distance of 34.96 feet to the beginning of a non-tangent curve, concave to the West;

THENCE Northeasterly along said curve a distance of 258.84 feet, through a central angle of  $03^{\circ}09'26''$ , the radius of said curve is 4697.44 feet, the chord of which bears North  $14^{\circ}42'09''$  East for 258.81 feet;

THENCE North  $13^{\circ}08'16''$  East a distance of 847.98 feet to the beginning of a curve concave to the West;

THENCE Northeasterly along said curve a distance of 5.45 feet, through a central angle of

00°07'43", the radius of said curve is 2429.64 feet, the chord of which bears North 12°43'09" East for 5.45 feet to a point which lies along the Southerly right of way line of Interstate 40;

THENCE South 69°07'10" East along said right of way line a distance of 80.75 feet;

THENCE South 13°08'06" West a distance of 842.64 feet to the beginning of a curve, concave to the West;

THENCE Southwesterly along said curve a distance of 271.34 feet, through a central angle of 03°15'15", the radius of said curve is 4777.44 feet, the chord of which bears South 14°51'11" West for 271.30 feet to the Northwesterly corner of said Parcel 4 of R1;

THENCE continuing Southwesterly along said curve a distance of 36.88 feet ,through a central angle of 00°26'32", the radius of said curve is 4777.44 feet the chord of which bears South 16°37'59" West for 36.88 feet to an angle point in the Westerly line of said Parcel 4;

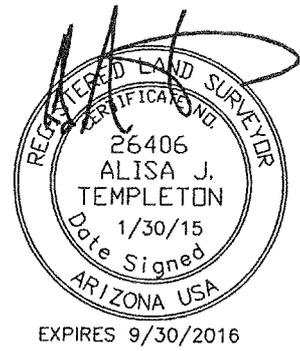
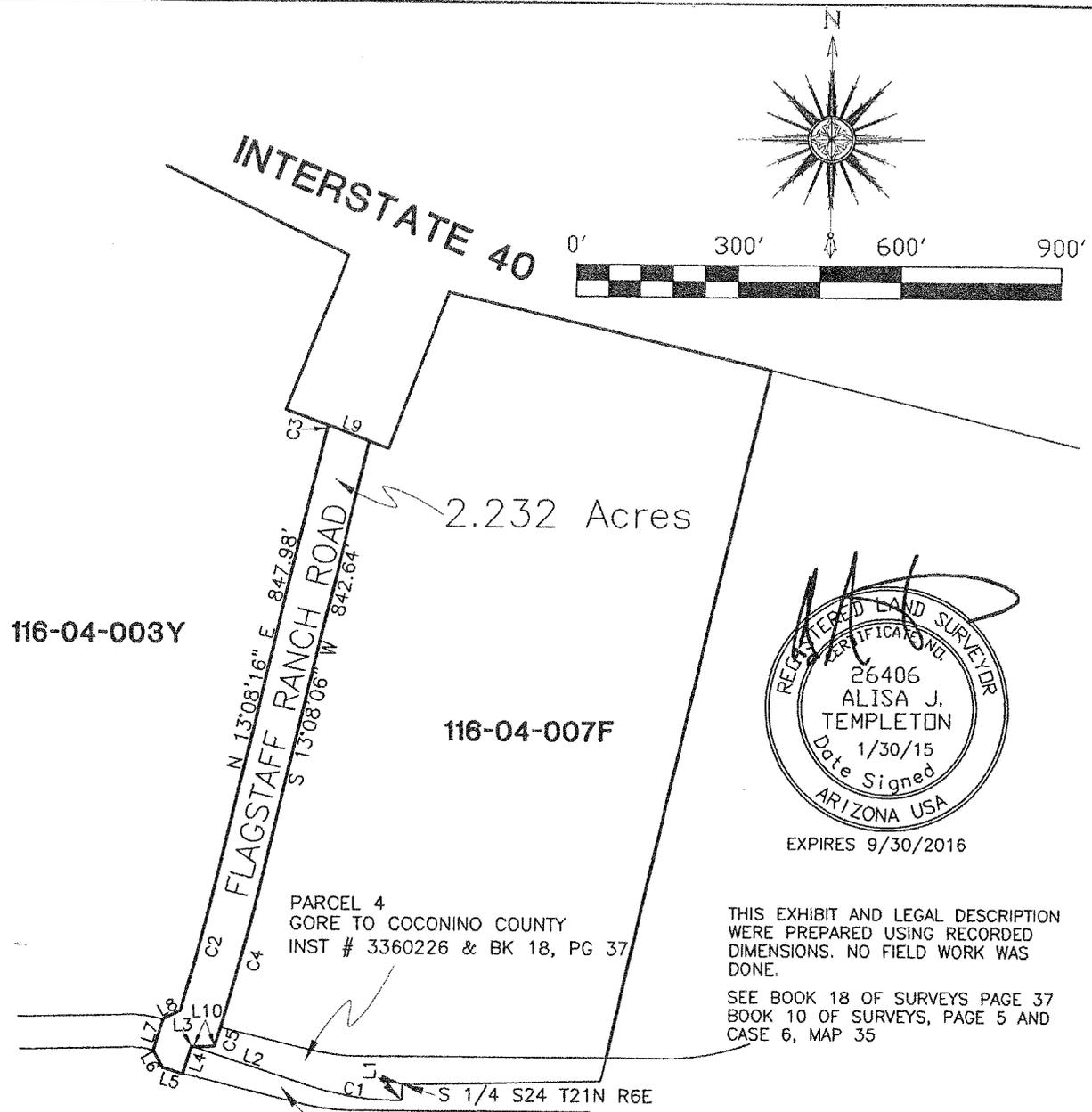
THENCE South 88°39'55" West a distance of 38.94 feet to the point of beginning.

Said parcel of land contains 2.232 acres, more or less, as shown on the attached Exhibit H-1, which is made a part of this description by this reference.

EXHIBIT 5-1  
 FLAGSTAFF RANCH ROAD ANNEXATION  
 IN THE SW1/4 S24 T21N R6E  
 G&SRB&M COCONINO COUNTY AZ

EXTREME MEASURES LAND SURVEYS, INC.  
 10800 NIGHTHAWK LANE, FLAGSTAFF, ARIZONA 86004 928.853.3661  
 DRAWN BY: ALISA TEMPLETON  
 CLIENT: GORE

SCALE: 1"=300'  
 DATE: 30 JANUARY 2015  
 JOB #



THIS EXHIBIT AND LEGAL DESCRIPTION  
 WERE PREPARED USING RECORDED  
 DIMENSIONS. NO FIELD WORK WAS  
 DONE.  
 SEE BOOK 18 OF SURVEYS PAGE 37  
 BOOK 10 OF SURVEYS, PAGE 5 AND  
 CASE 6, MAP 35

LINE	BEARING	DISTANCE
L1	S 00°53'23" W	29.85'
L2	N 71°27'45" W	221.77'
L3	S 88°32'17" W	3.19'
L4	S 16°55'35" W	52.75'
L5	N 72°53'05" W	39.57'
L6	N 27°39'35" W	35.56'
L7	N 16°52'40" E	60.03'
L8	N 62°03'45" E	34.96'
L9	S 69°07'10" E	80.75'
L10	S 88°39'55" W	38.94'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	500.00'	171.97'	171.13'	N 81°18'57" W	19°42'24"
C2	4697.44'	258.84'	258.81'	N 14°42'09" E	03°09'26"
C3	2429.64'	5.45'	5.45'	N 12°43'09" E	00°07'43"
C4	4777.44'	271.34'	271.30'	S 14°51'11" W	03°15'15"
C5	4777.44'	36.88'	36.88'	S 16°37'59" W	00°26'32"

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Karl Eberhard, Comm Design & Redevelopment Mgr  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015



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**TITLE:**

**Consideration and Adoption of Resolution No. 2015-02:** A resolution of the Mayor and Council of the City of Flagstaff, Arizona adopting the Community Reinvestment Plan (Community Reinvestment Plan)

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2015-02 by title only
- 2) Clerk reads Resolution No. 2015-02 by title only (if approved above)
- 3) Adopt Resolution No. 2015-02

**Executive Summary:**

The Community Reinvestment Plan presents an over-arching policy as well as objectives and potential actions to implement the policy. The development of the Plan involved talking to our customers, research of how other communities have approached this policy goal, a preliminary analysis (current activities, obvious basic legal challenges, and potential effectiveness), discussion with all affected City Divisions and Sections, and discussion with the City Council over the course of four years.

The adoption of this Plan establishes the Community Reinvestment Plan as a formal policy of the City. While the objectives and possible implementation strategies included in the Plan have survived the preliminary cut and merit further development, they remain “possibilities” that can be further evaluated and further shaped. A notable amount of work remains in developing the remaining possibilities. Staff will need to prepare specific actions, ordinances and other mechanisms, for future City Council consideration and possible adoption. The adoption of this plan thus provides direction to staff to include this work in their future budgeting and work programs.

**Financial Impact:**

Simply developing the implementation strategies has cost implications including staff time, hiring consultants, or additional staff. Projects potentially could experience delay as staff develops these strategies. Implementation strategies themselves have more significant costs associated with them with the more effective strategies generating higher costs. Funding allocations by the City Council are necessary to develop the options and more will again be necessary in the future for implementation.

## **Connection to Council Goal and/or Regional Plan:**

### **COUNCIL GOALS:**

7) Address key issues and processes related to the implementation of the Regional Plan

### **REGIONAL PLAN:**

The Flagstaff Regional Plan 2030 includes a series of goals and policies that support community reinvestment as an objective. The goals and policies include less direct goals regarding community reinvestment such as preserving resources and open spaces, efficient infrastructure, energy efficiency, urban land-uses and development patterns, and multimodal commuting. However, the Regional Plan also directly calls for compact development, investing in existing neighborhoods and urban areas, adaptive re-use, historic preservation, and promoting infill and redevelopment.

### **Has There Been Previous Council Decision on This:**

At a Regular Meeting on March 3, 2015, the City Council provided the most recent direction that serves as the basis of this draft of the Community Reinvestment Plan. Per the direction provided, the annotations of the Plan have been deleted and the text modified to include more flexible language for any possible City Council actions in the future.

### **Options and Alternatives:**

- 1) Adopt Plan.
- 2) Do not adopt plan and provide staff with direction for continued development of the plan.
- 3) Do not adopt plan.

### **Background/History:**

In 2010 at the direction of the City Council, staff initiated a community discussion about redevelopment and infill. The concept of "redevelopment and infill" was later expanded to "reinvestment" to be more inclusive of different types of redevelopment and to avoid cultural and legal connotations of the word "redevelopment". The City Council sought ways to motivate developers to reinvest in developed areas instead of investing in green fields. This process included citizens, City customers and internal stakeholders and it identified areas where our current policies and codes were unfavorable to reinvestment.

The next step involved researching how other communities have addressed this same concern. This was extensive research of municipal, county, state, and Federal efforts nationwide. This generated a "raw data" collection of ideas that did not evaluate success, legality, cost, or any other factors - simply identifying "What has been tried?" This list was then taken back out to the stakeholders for discussion. (In bullet form, the list is included in the October 2013 Staff Memo to the City Council.) These discussions allowed us to separate out the ideas into "could be done" (Green boxes on the list), those with "fatal flaws" (Red boxes), and those that required City Council direction (Yellow boxes).

In October of 2013, the items that required preliminary City Council direction were brought to a Work Session and discussed. The City Council provided direction that was then used to develop a Draft Community Reinvestment Plan. City staff then considered this complete list (green, yellow, and red) but also "thinned" the list of ideas and further refined the plan for City Council consideration. Presented for adoption on March 3, 2015, the City Council expressed a desire for the explanatory annotations to be deleted and for the text to be modified to include more flexible language for any possible City Council actions in the future.



City of Flagstaff

# Community Reinvestment Plan

March 2015 VMD

## **INTRODUCTION**

The Flagstaff Regional Plan 2030 includes a series of goals and policies that support community reinvestment as an objective and course of action to achieve the goals and policies of the Plan. These include goals indirectly seeking reinvestment such as preserving resources and open spaces, efficient infrastructure, energy efficiency, urban land-uses and development patterns, and multimodal commuting. However, it also directly calls for compact development, investing in existing neighborhoods and urban areas, adaptive re-use, historic preservation, and promoting infill and redevelopment.

This Community Reinvestment Plan presents an over-arching policy as well as objectives and potential actions to implement the policy. The term “reinvestment” refers to the improvement, including re-use, historic preservation, intensification, and infill of vacant underutilized or abandoned buildings and properties that are already developed or located in developed areas, and that are already served and supported by existing public and private infrastructure. It is distinct from “greenfield development” which refers to the improvement of primarily undeveloped land, distant from existing activity centers and requiring the extension of most if not all necessary infrastructure, and often involving the subdivision of land.

The development of this plan was initiated by talking to our citizens and learning their perceptions about how to promote reinvestment in Flagstaff. This was followed by research of other communities to provide a broad menu of possible actions to accomplish this goal. To preliminarily cull the list, each broad menu item was then measured against our current activities, obvious potential legal challenges, potential effectiveness, and the desires of the City Council.

The adoption of this plan establishes the Community Reinvestment Plan as a formal policy of the City. While the objectives and possible implementation strategies referred to in the Plan provide a framework, they also merit further development, and remain possibilities that will be further evaluated and shaped. A notable amount of work remains in developing the possibilities. Staff will need to prepare specific actions, ordinances and other mechanisms, for future City Council consideration and possible adoption. The adoption of this Plan will provide direction to staff to include this work in their future budgeting and work programs. Funding allocations by the City Council are necessary to develop the options and more may be necessary in the future for implementation.

## **COMMUNITY REINVESTMENT POLICY**

While preserving the character of the community, the City of Flagstaff prefers reinvestment (redevelopment and infill) over greenfield development and peripheral expansion of the city, and as a matter of public policy will promote, favor, and give priority to reinvestment.

## **OBJECTIVES**

- OBJECTIVE 1: City staff will study strategies to address the physical constraints of existing urban properties and present options to the City Council to consider for the possible implementation of such strategies.
- OBJECTIVE 2: City staff will study changes to regulatory requirements to present implementation options to the City Council for consideration to incentivize reinvestment projects.
- OBJECTIVE 3: City staff will study strategies involving potential financial incentive mechanisms that would be applied to reinvestment projects and present the City Council with options to consider.

## **POSSIBLE IMPLEMENTATION STRATEGIES**

For OBJECTIVE 1: City staff will study strategies to address the physical constraints of existing urban properties and present options to the City Council to consider for the possible implementation of such strategies.

1. City staff will propose and the City Council will consider investments in infrastructure replacement and upgrades.
2. Each Division of the City shall develop an inventory of their respective physical infrastructure, develop prioritized plans to install or upgrade incomplete, missing, or inadequate physical infrastructure, and prepare proposal for the City Council to consider for installations or upgrades.
3. All presentations of capital improvement projects developed by City staff shall include a completed "Service to Reinvestment Scorecard." This rating may be considered in the process of prioritizing projects within five-year capital improvement plans such that all other variables being equal, those projects that have a higher score will have a higher priority than those with lower scores. City staff shall then develop proposals for the Council and provide information to Council about the rating determined in the "Service to Reinvestment Scorecard."
4. Staff will propose and the City Council will consider modifying the City of Flagstaff Capital Improvement Plan to include a separate category entitled "Reinvestment." Reinvestment serving capital projects shall be identified under that category.

For OBJECTIVE 2: City staff will study changes to regulatory requirements to present implementation options to the City Council for consideration to incentivize reinvestment projects.

1. Staff will propose and the City Council will consider making changes to the development requirements in the Zoning Code that are specific to the identified urban areas of the City.
2. Staff will propose options and the City Council will consider changing the Zoning Code to increase the minor modification authority of the Planning Director for reinvestment projects.
3. Staff will propose options and the City Council will consider making changes to the Engineering Standards, or alternative standards, that are specific to the identified urban areas of the City.
4. Staff will propose options and the City Council will consider changing the Engineering Standards such that the modification authority of the City Engineer is greater for reinvestment projects.
5. Staff will propose options and the City Council will consider making changes to the development requirements in the City Storm Water Design Manual that are specific to the identified urban areas of the City.
6. For transportation impact analyses of reinvestment projects, factors to adjust the baseline Institute of Transportation Engineers (ITE) trip generation data for alternative mode travelers (transit, bicycle, and pedestrian), based on vehicle occupancy, and other best practice adjustments shall be developed by City staff for City Council consideration of implementation options.
7. Using the inventories of infrastructure system needs (See Objective 1.2) and the growth projections of the Regional Plan 2030, City staff shall map high value needs that are likely to require physical or financial contributions based on impacts of development on surrounding property (Sewer, Water, Storm Water, and Traffic).
8. Staff will propose and the City Council will consider options for a Transfer of Obligations / Development Rights ordinance that allows resource protection requirements to be met off-site and that allows density to be relocated from peripheral areas to urbanized areas of the city.

For OBJECTIVE 3: City staff will study strategies involving potential financial incentive mechanisms that would be applied to reinvestment projects and present the City Council with options to consider.

1. For development requirements that yield undesired on-site features or where a community or municipal system is more efficient, City staff shall prepare and the City Council will consider options for the implementation of an in-lieu-of fee schedule.
2. Staff will propose and the City Council will consider having an aging infrastructure credit that may provide City funds for the partial replacement of public infrastructure when such work is required in association with a reinvestment development application.
3. City staff shall consider, and if possible prepare for City Council consideration some options for the reduction or elimination of inspection fees for the replacement of public infrastructure by a developer.
4. Staff will propose options and the City Council will consider having a reinvestment incentive program that offsets development costs.

**RESOLUTION NO. 2015-02**

**A RESOLUTION OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING A  
COMMUNITY REINVESTMENT PLAN.**

WHEREAS, in enacting this resolution, it is the intent of the City of Flagstaff to encourage efficient utilization of City infrastructure and services, support development and redevelopment of land within the City limits that can access existing City infrastructure and services, preserve established neighborhoods, and improve the quality of life for Flagstaff residents; and

WHEREAS, the *Flagstaff Regional Plan 2030 – Place Matters* includes a series of goals, such as preserving current resources, the efficient prioritization of infrastructure, and the optimal relationship between desired land uses and future development patterns, that make infill and reinvestment a priority; and

WHEREAS, infill and reinvestment can benefit the residents of Flagstaff by reducing the cost of basic City services, providing additional housing and commercial choices, encouraging walkable communities and revitalizing existing neighborhoods; and

WHEREAS, the City of Flagstaff, in order to ensure consistency and uniformity in the City's decision making processes, now desires to establish a community infill and reinvestment policy, as set forth in the attached City of Flagstaff Community Reinvestment Plan.

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

SECTION 1. That attached Exhibit "A", City of Flagstaff Community Reinvestment Plan, is hereby adopted.

SECTION 2. That City staff is hereby authorized to take the measures and actions as outlined in the Flagstaff Community Plan attached hereto which are necessary and appropriate to carry out the terms, provisions and intents of this Resolution.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** McKenzie Jones, Sustainability Specialist  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015



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**TITLE:**

**Consideration and Approval of Grant Application:** Arizona State Parks FY 2015 Recreational Trails Program Grant for Picture Canyon.

**RECOMMENDED ACTION:**

Approve the grant application to Arizona State Parks FY 2015 Recreational Trails Program for a total estimated project cost of \$128,506 (\$74,446 grant/ \$54,060 match).

**Executive Summary:**

Since 2012, the City of Flagstaff has acquired 2,700 acres of open space through the Arizona State Parks Growing Smarter Grant process in conjunction with City open space bond funds. City staff are now faced with the challenge of how to properly manage and maintain Picture Canyon Natural and Cultural Preserve and Observatory Mesa Natural Area within the guidelines of the conservation easements while taking into account public access and the protection of cultural resources. The goal of this resolution is to offset a portion of the significant costs associated with trail construction and signs with a grant through Arizona State Parks. Staff recommends that Council support the grant application to fund some of the extensive access and infrastructure improvements required at Picture Canyon, covering costs we would have to cover without it.

**Financial Impact:**

In the event of a successful grant application, it is anticipated the estimated \$54,060 in matching funds will comprise of \$32,000 from the National Park Service, \$5,000 from the Flagstaff Sustainability Program Open Space budget, and \$17,060 from volunteer work.

**Connection to Council Goal and/or Regional Plan:**

**COUNCIL GOALS:**

- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments.
- 9) Foster relationships and maintain economic development commitment to partners.

**REGIONAL PLAN:**

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

Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.

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

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

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

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context (Policy LU.3.3).

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

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic driver.

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

**Has There Been Previous Council Decision on This:**

On June 7, 2011, Council adopted Resolution 2011-22 in support of the preservation of Picture Canyon. On April 3, 2012, Council adopted Resolution 2012-12 to reclassify Picture Canyon for conservation purposes. On July 15, 2014, Council adopted Resolution 2014-29 in support of dedicating two trails in Picture Canyon Natural and Cultural Preserve the "Tom Moody Trail" and "Don Weaver Trail".

**Options and Alternatives:**

Option A – Adopt Resolution No. 2015-09 as submitted and authorize submission of the grant application;  
Option B – Not adopt Resolution No. 2015-09 and do not authorize submission of the grant application.

**Background/History:**

As critical wildlife habitat and a popular recreation corridor, Picture Canyon is a natural and cultural amenity for the northern Arizona community. Efforts to formally protect Picture Canyon started decades ago. A milestone was achieved in August 2011 when the City of Flagstaff Open Spaces Commission approved the application for a Growing Smarter Grant for the acquisition of Picture Canyon. In April 2012, the State Land Commissioner ordered that Picture Canyon be reclassified as suitable for conservation purposes. Council approved the application to acquire Picture Canyon for conservation purposes through the Growing Smarter Grant process in April 2012 with Resolution 2012-12. Since its acquisition, City staff have utilized limited City resources to improve conditions at Picture Canyon, including naturalizing roads, installing signs, and developing parking areas. However, substantial work remains to improve and restore the Preserve, including constructing and maintaining trails, naturalizing roads, and installing trail markers and educational signs. In particular, constructing usable and identifiable trails will help concentrate visitor use and reduce negative impacts on archaeological sites.

**Key Considerations:**

Resolution No. 2015-09 requires that the City comply with applicable federal, state, and local laws, regulations, rules, standards, procedures, and guidelines related to the Recreational Trails Program Grant application.

**Expanded Financial Considerations:**

The resolution certifies that the City will supply \$54,060 in match funds to complete projects outlined in the grant application. In the event of a successful grant application, the estimated \$54,060 in matching funds will comprise of \$32,000 from the National Park Service in in-kind work, \$5,000 from the Flagstaff Sustainability Program Open Space budget, and \$17,060 from volunteer in-kind work.

**Community Benefits and Considerations:**

Improving the trail system at Picture Canyon by constructing and maintaining trails, naturalizing roads, and installing trail markers and educational signs will help protect cultural resources, meet requirements of the conservation easement and improve visitor experiences at Picture Canyon. Additionally, these projects will provide an opportunity for members of the Flagstaff community to learn about geology, ecology, hydrology, and archaeology while engaging in outdoor recreation. Well constructed trails benefit the community as a tool for natural and cultural resource protection. When properly designed and signed, trails mitigate damage by controlling public access when they route visitors through or around sensitive resource areas as well as reduce erosion and stormwater run-off issues.

**Community Involvement:**

***Involve.*** The proposed grant-funded projects have been vetted through the Picture Canyon Working Group, the City of Flagstaff Open Spaces Commission, and Arizona State Parks as these entities reviewed the planned actions in the draft Picture Canyon Management Plan.

**Expanded Options and Alternatives:**

Option A – Adopt Resolution No. 2015-09 as submitted and authorize submission of the grant application;  
Option B – Not adopt Resolution No. 2015-09 and do not authorize submission of the grant application.

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**Attachments:**     [Arizona State Parks Grant Application](#)  
                             [Arizona State Parks Grant Criteria](#)  
                             [Resolution 2015-09](#)

## FY 2015 STATEWIDE OHV PROGRAM CERTIFIED GRANT APPLICATION FORM

### Project Sponsor Information

<b>1. Project Sponsor Name</b> City of Flagstaff	<b>4. Third Party</b>
<b>2. Project Sponsor Address</b> 211 W. Aspen Ave, Flagstaff, AZ, 86001	<b>5. Third Party Address</b>
<b>3. Project Contact:</b> Name: McKenzie Jones Title: Open Space Staff Liaison Telephone: 928-213-2153 E-mail: MJones@flagstaffaz.gov <b>Secondary Project Contact:</b> Name: Stacey Brechler-Knaggs Title: Grants Manager Phone: 928-213-2227 Email: sknaggs@flagstaffaz.gov	<b>6. Third Party Contact:</b>  Name  Title  Telephone  Fax  E-mail

### Project Information

<b>7. Project Title</b> Picture Canyon Trail System Improvements	<b>8. Congressional District #1</b>	<b>9. AZ Legislative District #06</b>	<b>10. County Coconino</b>
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**11. Brief Description of Project:**

**GPS Coordinates: N 35°13.866'  
W 111°33.158'**

This project will encompass many improvements to the trail system at the Picture Canyon Natural and Cultural Preserve. Funds will be used to maintain approximately 3 miles of the Tom Moody Trail by utilizing conservation corps and volunteers. Once maintained, the trail will provide recreation opportunities for hiking, biking, and equestrian use. Many closed roads throughout the Preserve will be naturalized via hydroseeding. A gate will be installed to mitigate damage. Invasive weeds throughout the Preserve will be mapped and treated. Trail signs, interpretive signs, and kiosks will display trail information, safety precautions, and environmental messages. A secondary trailhead will be completed using asphalt millings. A highway sign will be installed along Townsend Winona Road to direct visitors to the Preserve. A trail will be constructed to concentrate use and mitigate damage at one of the petroglyph panels in partnership with the National Park Service.

**12. Uses allowed on Trail**

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Hiker         | <input type="checkbox"/> Side by Side   | <input type="checkbox"/> Boating                 |
| <input checked="" type="checkbox"/> Mountain Bike | <input type="checkbox"/> Dirt Bike      | <input type="checkbox"/> Paddling                |
| <input checked="" type="checkbox"/> Equestrian    | <input type="checkbox"/> Off-road Truck | <input type="checkbox"/> Accessible Access (ADA) |
| <input type="checkbox"/> Pack Animals             | <input type="checkbox"/> Snowmobile     | <input type="checkbox"/> Other _____             |
- Quad                       Cross-country Skiers

**13. Eligibility Category.** Check box(es) that most closely describes the type of project proposed.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Maintenance of existing trails | <input checked="" type="checkbox"/> Develop of trailside/trailhead facilities |
| <input checked="" type="checkbox"/> Development of new trails      | <input type="checkbox"/> Development of urban trail linkages                  |
| <input type="checkbox"/> Restoration of damaged trail head         | <input type="checkbox"/> ADA trail development                                |
| <input type="checkbox"/> Acquisitions or easements                 | <input type="checkbox"/> Development of new trail on Federal Land             |
| <input type="checkbox"/> Acquisition of fee simple title           | <input checked="" type="checkbox"/> Safety and environmental education        |
| <input type="checkbox"/> Development of water trail                |   |

<b>14. Project Funding Amount</b>		
<b>Grant Request (58%)</b>	<b>Match Amount (42%)</b>	<b>Total Project Cost (100%)</b>
<b>\$74,446</b>	<b>\$54,060</b>	<b>\$128,506</b>

\* Project sponsor match must equal at least 5.7% of the total project cost.

**15. Certification** (This form must be signed for the application to be considered complete.)  
*I hereby certify that the information in this application is true and correct to the best of my knowledge.*

**Authorized Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

Typed Name and Title: McKenzie Jones, Open Space Staff Liaison

# **GRANT CRITERIA – RESPONSE FORMS**

Recreational Trail Program (non-motorized portion) project grants are awarded to projects that best meet the needs identified in the “Arizona Trails 2010 State Motorized and Non-motorized Trails Plan”. This plan is updated every five years based on input from trail users and land managing agencies in Arizona.

Projects are scored and prioritized based on the non-motorized priorities identified in the 2010 Trails Plan. Available funds are awarded on the basis of (1) Meeting High Priority Needs and (2) Good Use of the Funds. To give a proposed project the best opportunity to score points, the project sponsor must understand what elements (scope of work) should be included in the project to satisfy specific priorities in the Trails Plan. *An appropriate response specifically addresses the criterion or question being asked and includes the requested documentation.*

On the score sheet the project sponsor must provide a written description of the proposed scope items and explain how each scope item meets the intent of a specific criterion. A scope item must be designed to meet the requirements of a specific criterion. Therefore, scope items cannot be submitted for more than one criterion.

NOTE: The raters will award the appropriate points under the correct criterion for a response that has been submitted under a criterion that does not apply. They will not award points under any criterion or bonus section if an appropriate response has not been submitted.

***REQUIRED – PLEASE PROVIDE A BRIEF DESCRIPTION OF THE PROJECT (COPY FROM APPLICATION FORM).***

*Project Sponsor:* City of Flagstaff

*Project Description:* This project will encompass many improvements to the trail system at the Picture Canyon Natural and Cultural Preserve. Funds will be used to maintain approximately 3 miles of the Tom Moody Trail by utilizing conservation corps and volunteers. Once maintained, the trail will provide recreation opportunities for hiking, biking, and equestrian use. Many closed roads throughout the Preserve will be naturalized via hydroseeding. A gate will be installed to mitigate damage. Invasive weeds throughout the Preserve will be mapped and treated. Trail signs, interpretive signs, and kiosks will display trail information, safety precautions, and environmental messages. A secondary trailhead will be completed using asphalt millings. A highway sign will be installed along Townsend Winona Road to direct visitors to the Preserve. A trail will be constructed to concentrate use and mitigate damage at one of the petroglyph panels in partnership with the National Park Service.

# **GRANT CRITERIA – RESPONSE FORMS**

## **1. First Level Priority Components**

**12 POINTS**

### **A. Renovation and Maintenance of Existing Trails.**

**NOTE: NOTE: To score points under this criterion a project must take an action to maintain and/or renovate existing trails. This can be accomplished by staff labor, contracted labor, or coordinated volunteer efforts. Time needed to coordinate and train volunteers to provide trail maintenance is an eligible project cost. Costs to educate the public about littering should be included in the Education criterion.**

The Tom Moody Trail travels along abandoned roads through the Preserve. It is currently deteriorated due to natural causes and lack of regular maintenance. Visitors are often confused about its status as a trail due to its current state. These funds will be used to convert the 3 miles of road into a single track trail utilizing contracted labor (Arizona Conservation Corps) and coordinated volunteer efforts during National Trails Day in June 2015. Activities will focus on using a SWECO to remove portions of road, seeding areas disturbed by the SWECO, clearing brush from the trail side, and maintaining trail tread. Working with Arizona Conservation Corps will ensure the renovation will incorporate a sustainable trail design and reduce the need for future renovations or intense maintenance.

Additional trail maintenance projects include utilizing volunteer efforts to remove portions of unnecessary fence and abandoned tires along the trail.

## **1. First Level Priority Components**

**12 POINTS**

### **B. Protect Access to Trails / Acquire Land for Public Access.**

**NOTE: A project must acquire title or permanent easement to qualify for points under this criterion.**

N/A

## **2. Second Level Priority Components**

**10 POINTS**

### **A. Mitigate and Restore Damage to Areas Surrounding Trails, Routes, and Areas**

**NOTE: A project must include components specifically designated to accomplish the suggested actions. Installing signage that promotes environmental protection must be done in addition to on-the-ground actions. Costs of signage must be included under signage scope item.**

Prior to the City of Flagstaff's acquisition of Picture Canyon, the area was commonly used for off-roading. Subsequently, there are many illegal roads traversing the Preserve, confusing visitors about the status and location of the designated trail system as well as significantly damaging vegetation throughout

# **GRANT CRITERIA – RESPONSE FORMS**

the Preserve. Illegal roads and closed trails will be naturalized via reseeding efforts. Additionally, a gas pipeline travels through the Preserve which requires an access road. Kinder Morgan has approved the installation of a gate at the entrance to their access road as a means of restricting vehicular travel and mitigating damage to the Preserve.

The Preserve has experienced an increase in invasive species along trails. This project will fund invasive weed treatment focusing on yellow star thistle and scotch thistle. Chemical treatments and manual removal methods will be used. Contract and volunteer labor will be utilized to inventory and map invasive species throughout the Preserve as a means of establishing a baseline for future efforts.

A 100 foot loop trail will be constructed along the Tom Moody Trail to connect the trail to a large panel of petroglyphs known as “Locus D”. Due to high visitation, the site is being damaged significantly and adjacent vegetation has been trampled. This trail will concentrate use to a single-track trail, allowing visitors to safely view the petroglyphs without damaging the resource. Additionally, the trampled hillside will be reseeded with native plant seeds in order to mitigate and restore damage.

## **2. Second Level Priority Components**

**10 POINTS**

### **B. Enforce Existing Rules and Regulation**

**NOTE: RTP Guidance does not allow use of funds for “law enforcement”. You do not need to include a scope item or request funds to receive points, however, you must describe an existing program that your agency has in place to deter inappropriate behavior on trails, educate trail users, and promote trail etiquette. If law enforcement officers participate in the program, you must provide statistics showing the number of successful prosecutions for cited offences.**

This project will install four informational kiosks; one at each of the two trailheads and one at the entrance/exit points of the Arizona Trail. These kiosks will include Preserve rules, trail use regulations, shared use trail etiquette, and enforcement contacts.

Picture Canyon is included as a site within the Arizona State Parks Site Stewards Program. Volunteers monitor and record instances of inappropriate behavior on trails, especially focusing on damage to archaeological resources present along trails.

# **GRANT CRITERIA – RESPONSE FORMS**

## **2. Second Level Priority Components**

**10 POINTS**

### **C. Provide and Install Trail Signage**

**NOTE: The cost for signs that identify routes or provide trail related information such as distances, directions, obstacles, etc. are eligible under this criterion. Time and materials needed to coordinate and train volunteers to monitor, install or replace signs is an eligible project cost. Regulatory signs are limited to safe trail use and environmental protection.**

**Kiosks are a support facility and informational signage and/or maps may be installed on a kiosk.**

The sign development in this project will be comprehensive. A trail system basemap will be designed and included on each of the four kiosks, including trail length, accessibility, and obstacles. Wayfinding route markers will be designed and installed along trails throughout the Preserve. All information developed for the trail system regarding access and difficulty will be available in print and online.

Picture Canyon Natural and Cultural Preserve is rich in cultural and historic resources. Subsequently, an extensive interpretive signage system will be developed to help visitors appreciate the need for protection of natural areas and cultural sites and educate visitors about why regulations should be followed. Interpretive themes include cultural resources, vegetation communities, wildlife, birds, geology, hydrology, and adjacent industrial uses. In total, 20 interpretive panels will be installed throughout the Preserve.

## **2. Second Level Priority Components**

**10 POINTS**

### **D. Develop Support Facilities**

**NOTE: For RTP purposes support facilities include trailheads and access road, restrooms, kiosks, protective fencing, water for humans and/or stock, hitching rails, and bike racks are eligible. Camping and picnic sites, wildlife viewing features, and obstacle/challenge facilities are not eligible. Lighting for trailhead areas is eligible, but not for trails. (Urban trails that require lighting for safety purposes should apply for Transportation Alternative funding through the Arizona Department of Transportation.)**

This project will complete a parking area accessible from Townsend Winona Road using asphalt millings. A highway sign will be installed along the access road to increase convenience, accessibility, and visitation.

Four kiosks will be installed throughout the Preserve. One at each of the two trailheads and one at the entrance/exit points of the Arizona Trail. These kiosks will include Preserve rules, trail information, map, regulations, shared use trail etiquette, and enforcement contacts.

Three stone benches will be placed along trails throughout the Preserve to provide resting areas for visitors as a means of increasing visitor experience and satisfaction.

# **GRANT CRITERIA – RESPONSE FORMS**

## **2. Second Level Priority Components**

**10 POINTS**

### **E. Construct New Trails**

**NOTE: The proposed project must include construction of multiuse or specialized trail on a previously unused or unauthorized alignment. Trail realignment outside of fifteen feet of the existing corridor is considered new trail. However, to score points in this category the estimated cost for the new trail construction must be at least 50% of the total cost for the new trail and any trail maintenance / renovations included in the proposed project.**

This project will develop approximately 100 feet of a new, specialized, single-track trail within the Picture Canyon Natural and Cultural Preserve. This trail will provide an opportunity for visitors to safely visit a large panel of petroglyphs known as “Locus D”, which is currently experiencing high levels of visitation, resulting in significant damage to the cultural site and adjacent areas. This trail will be constructed using a sustainable design to reduce future impacts due to the high visitation the area receives. Additionally, large boulders will be removed from the planned route to improve accessibility and reduce obstacles.

This trail is being constructed in partnership with the National Park Service, a partnership that was developed through the Picture Canyon Working Group. The National Park Service is donating \$32,000 to construct the trail using their trail crew.

## **2. Second Level Priority Components**

**10 POINTS**

### **F. Promote Coordinated Volunteerism**

**NOTE: Agency staff time and materials needed to coordinate and train volunteers to assist in any component of a project is eligible for reimbursement or as match. The agency staff time and value of donated volunteer time must be included in the scope item cost of a component.**

**All projects that include a volunteer component will receive the nine points available under this criterion. It must be clear in the scope item cost breakdown what work the volunteers will be doing.**

This project will utilize volunteers during the annual National Trails Day event. In Flagstaff, this event garners the support of over 200 volunteers each year to complete trail development projects and other goals, such as weed pulls during the event. Primarily, we will be utilizing volunteers to maintain portions of the Tom Moody Trail. Activities will focus on seeding areas adjacent to the trail, clearing brush from the trail side, and maintaining trail tread. This event will be hosted by the City of Flagstaff, but Regional Trails Committee participants provide substantial support, including Coconino County, U.S. Forest Service, and Flagstaff Biking Organization.

This project will utilize volunteers for work days dedicated to treating invasive weeds throughout the Preserve. Natural Channel Design, a local contractor, will provide expertise and work with volunteer crews to ensure safe working

# **GRANT CRITERIA – RESPONSE FORMS**

environments and techniques. Traditionally, Northern Arizona Native Plant Society volunteers for these events.

## **3. Third Level Priority Components**

**7 POINTS**

### **A. Education and Trail Etiquette**

**NOTE: Due to limited funding education and workshop coordination are not eligible for funding.**

*NO RESPONSE IS NECESSARY*

## **3. Third Level Priority Components**

**7 POINTS**

### **B. Provide Maps and Trails Information**

**NOTE: Reprinting trail or trail system maps is not eligible for RTP funding. Maps that are included with new trail construction projects that are part of a trail safety and environmental protection brochure are eligible. You must provide an example of the proposed layout with the application and the final draft must be reviewed and approved before printing.**

This project will develop a multi-functional trail map for print and online use from regional to specific trail information that includes accessibility, difficulty, and GPS coordinates. Information about trailheads and trail condition will also be included.

This project will develop brochures for print and online use that will include map and trail information, including unique facts about the Preserve.

## **3. Third Level Priority Components**

**2 POINTS**

### **C. Promote Regional Planning and Interagency Coordination**

**NOTE: Planning is not an eligible cost under the RTP Guidance. Any project that identifies cooperation between two or more agencies as key to the completion of a scope item will receive the two points available under this criterion. The project sponsor must identify what the other agency brings to the project to allow it to move forward.**

City of Flagstaff is a participant of the Regional Trails Coordination Group, which includes the U.S. Forest Service, Coconino County, and Flagstaff Biking Organization, through an existing Memorandum of Understanding and Supplemental Work Agreement. This agreement ensures that we work to plan for interconnectivity of our respective trail systems during quarterly meetings where we develop plans and outreach to implement trail development schedules and the inclusion of volunteers in all of our efforts. This project will incorporate our shared planning, goals and objectives during trail development to provide for future trail linkages between the Flagstaff Loop Trail and Flagstaff Urban Trail System through the Preserve. Additionally, this group provides support for the

# ***GRANT CRITERIA – RESPONSE FORMS***

annual National Trails Day event, which will be hosted at Picture Canyon in June 2015.

City of Flagstaff is a participant in the Arizona Watchable Wildlife Experience Planning Committee, which includes the U.S. Forest Service, Coconino County, and Arizona Wildlife Federation. Picture Canyon is included as one of 30 Watchable Wildlife sites in the Flagstaff area. The group works to plan improvement projects during bimonthly meetings where we develop plans and outreach techniques to improve the watchable wildlife experience at our respective sites, including interpretive signage, advertising, and events. This project will incorporate our shared planning, goals and objectives by developing interpretive signage and drafting language for signs at the wildlife site near the deep wetland habitat.

City of Flagstaff is a participant in the Picture Canyon Working Group, which includes representatives from Coconino County, Northern Arizona University, U.S. Forest Service, National Park Service (NPS), and Museum of Northern Arizona. The group works as a networking group that connects resources for the shared vision for the Picture Canyon Preserve. This project will incorporate that shared vision by developing subgroups to draft language and key components of the interpretive signage system at the Preserve. Additionally, this group brought about the partnership between the NPS and the City of Flagstaff to construct the “Locus D” using significant NPS funds as match.

# GRANT CRITERIA – RESPONSE FORMS

## PROJECT SCORING CRITERIA

### SECTION I. - POINTS BASED ON PROJECT SCOPE

NON-MOTORIZED PRIORITIES	POINTS AVAILABLE
<b><u>First Level Priority Components:</u></b>	
A. Renovation and Maintenance of Existing Trails	12
B. Protect Access to Trails / Acquire Land for Public Access	12
<b><u>Second Level Priority Components:</u></b>	
A. Mitigate and Restore Damage to Areas Surrounding Trails	10
B. Enforce Existing Rules and Regulations	10
C. Provide and Install Trail Signs	10
D. Develop Support Facilities	10
E. Construct New Trails	10
F. Promote Coordinated Volunteerism	10
<b><u>Third Level Priority Components:</u></b>	
A. Provide Educational Programs	7 *
B. Provide Maps and Trail Information	7 *
C. Promote Regional Planning & Interagency Coordination	2 *

\* See notes in the Criteria Response Forms.

TOTAL 100

#### **BONUS – Trail Is Included In The State Trail System 10**

To receive the State Trail System bonus, the trail must be clearly identified in the “Project Description” portion of the Certified Grant Application Form as a State Trail System Trail. More than 50% of the total project cost must be for improvements to some portion of the trail or adjacent facilities.

#### **BONUS – Project Includes Matching Funds Of At Least 10% 5**

Costs associated with scope items that accomplish these components must represent a significant portion (10%) of the total project cost to receive all points.

## RESOLUTION 2015-09

### **A RESOLUTION OF THE CITY COUNCIL OF FLAGSTAFF, ARIZONA, TO APPROVE THE APPLICATION FOR A RECREATIONAL TRAILS PROGRAM GRANT**

Trail System Improvements for Picture Canyon Cultural and Natural Preserve

WHEREAS, the Congress of the United States has authorized the Recreational Trails Program (RTP) as a federal-aid assistance program to help states provide and maintain recreational trails for motorized and non-motorized recreational use and these funds are available to eligible applicants for acquiring lands and developing facilities for public purposes; and

WHEREAS, Arizona State Parks Board (BOARD) is responsible for the administration of the Recreational Trails Program within the State, setting up necessary rules and procedures governing application by eligible project sponsors under the program; and

WHEREAS, said adopted procedures established by the BOARD require the applicant to certify by resolution the approval of applications, signature authorization, the availability of local matching funds (if applicable), and authorization to sign a Project Agreement with the BOARD prior to submission of said applications to the BOARD; and

WHEREAS, the Legislature under A.R.S. §37-312 et. seq. authorized the purchase of State Trust Lands for the purpose of conserving open space and protecting the natural and cultural resources of Arizona; and

WHEREAS, City of Flagstaff purchased 478 acres of State Trust lands at Picture Canyon on October 30, 2012; and

WHEREAS, City of Flagstaff is dedicated to promoting recreational uses at Picture Canyon that are developed with the protection of natural and cultural resources for the enjoyment and education of future generations; and

WHEREAS, the City of Flagstaff City Council has determined that the best interests of the City will be served by approving this application for grant funding in the amount of \$74,446 to support improvements to a trails system at Picture Canyon;

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

Section 1. That application for Recreational Trails Program assistance be filed.

Section 2. That the application is consistent and compatible with all adopted plans and programs of City of Flagstaff for non-motorized trails facility development.

Section 3. That City of Flagstaff agrees to comply with all appropriate procedures, guidelines, and requirements established by the BOARD as a part of the application process.

Section 4. That City of Flagstaff will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application.

Section 5. That City of Flagstaff has matching funds in the amount of \$54,060 from in-kind contributions of volunteers (\$17,060) and the National Park Service (\$32,000). The City of Flagstaff Sustainability Program will be providing a \$5,000 cash match.

Section 6. That the Flagstaff City Council appoints Jeff Meilbeck, City Manager, as an agent of City of Flagstaff to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Co-Submitter:** Anja Wendel, Senior Assistant City Attorney AW  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015



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**TITLE:**

**Consideration of Election Dates for Future Municipal Elections**

**RECOMMENDED ACTION:**

Direct staff to prepare a ballot question to the voters at the November 2015 Special Election for Charter amendments to hold municipal elections in the fall of even-numbered years on dates consistent with state law.

**Executive Summary:**

The current City Charter calls for primary and general elections to be held on dates that are inconsistent with the four dates permitted by state law for holding elections. In 1997 an ordinance was adopted to clarify that the primary and general elections of the City would be held in the spring (March and May), the closest dates to those in the Charter. Beginning in 2014 all municipalities in Arizona were required to hold their candidate elections in the fall of even-numbered years regardless of charters; therefore, Flagstaff's 2014 elections, which would have normally been held in March and May, were held in August and November. A recent decision in the Court of Appeals determined that charters supersede state law; this decision was appealed and the Arizona Supreme Court has denied the request for review. Therefore, the question of when municipal elections are held in Flagstaff is a matter of local concern for charter cities; however, the City's Charter is still inconsistent with the four dates permitted for holding elections.

**Financial Impact:**

The staff-recommended action (fall even-numbered years) is the most cost-effective approach for holding municipal elections, currently at \$2.00 per registered voter, along with additional expenses for publication/advertising, etc. The other options for spring of even-numbered years and spring/fall of odd-numbered years are:

- Mail-ballot election - \$2.50 per registered voter, along with additional expenses.
- Polling place election - \$5.00 per registered voter, along with additional expenses

**Connection to Council Goal and/or Regional Plan:**

**COUNCIL GOALS:**

8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments

### **Previous Council Decision on This:**

Yes, the City Council reviewed the various dates at its Work Session of February 24, 2015, at which time the question was raised as to whether each election date could be forwarded to the voters. The answer to this question is yes, as will be summarized by the City Attorney's Office under separate cover.

### **Options and Alternatives:**

- 1) Direct staff to place a question on the November 2015 ballot as recommended by staff;
- 2) Direct staff to place a different question on the November 2015 ballot;
- 3) Direct staff to place all four potential times for elections, or any combination thereof, on the November 2015 ballot;
- 4) Place any or all questions on the ballot at a different time.

### **Background/History:**

The current City Charter calls for primary and general elections to be held on dates that are inconsistent with the four dates permitted by state law for holding elections [spring (March/May and fall (August/November). In 1997 an ordinance was adopted to clarify that the primary and general elections of the City would be held in the spring (March and May), the closest dates to those in the Charter.

Beginning in 2014 all municipalities in Arizona were required to hold their candidate elections in the fall of even-numbered years regardless of charters; therefore, Flagstaff's 2014 elections, which would have normally been held in March and May, were held in August and November. A recent decision in the Court of Appeals determined that charters supersede state law; this decision was appealed and the Arizona Supreme Court has denied the request for review. Therefore, the question of when municipal elections are held in Flagstaff is a matter of local concern for those cities with charters; however, the City's current Charter is still inconsistent with the four dates permitted for holding elections. This memo provides details on the pros/cons of the various dates and includes a recommendation from staff.

### **Key Considerations:**

The City Council has two questions to answer:

#### ***1) When do you want to hold municipal elections in Flagstaff?***

As has been discussed at past meetings, there are pros/cons for each election date; however, based on the issues considered in the attached **Potential Benefits/Considerations** document, while recognizing that this is the decision of the City Council, staff's recommendation is that the City Council consider holding the elections in conjunction with statewide elections in the fall of even-numbered years based on the following:

- A) Least cost
- B) Term length of Council members would be closest to current lengths
- C) Increased voter turnout (not from a political perspective but strictly as the City's Election Official to increase voter turnout)

#### ***2) When do you want to present the question(s) to the voters?***

State law does allow such questions to be directed to the voters; however, each proposed amendment would be required to be voted on separately. Additionally, a Charter amendment is not effective unless approved by a majority of the qualified electors voting on it; therefore, the more questions presented the less chance that a majority vote for one date would be achieved.



# **ELECTION DATES IN FLAGSTAFF**

## **March 24, 2015**

### **HISTORY OF ELECTION DATES IN FLAGSTAFF**

The current City Charter reads that Primary Elections shall be held on the first Tuesday in February in even-numbered years and the General Election shall be held on the first Tuesday in March in each even-numbered year. In 1996, A.R.S. §16-204(B) was amended to require cities to hold elections on one of four consolidated election dates regardless of Charter provisions. Thereafter, the City Attorney's Office determined that the City Charter provisions were preempted by State Law; a notation was added to the City Charter that A.R.S. §16-204(B) preempts the charter.

On September 16, 1997, the City adopted Ordinance No. 1951 establishing that the Primary Election be held on the second Tuesday in March of even-numbered years, and the General Election be held on the third Tuesday in May of even-numbered years, consistent with A.R.S. §16-204(B) and closest to the dates included in the Charter.

In 2012, A.R.S. §16-204 was amended to require cities starting in 2014 to hold primary elections in August, and general elections on the first Tuesday in November of even-numbered years, regardless of Charter provisions.

On August 18, 2014, the Arizona Court of Appeals in *City of Tucson, City of Phoenix v. State* affirmed that election dates are a matter of local concern, and cities may hold their elections on the date specified in the City Charter. However, because this decision was not made until after the process was to start for a fall election, the City of Flagstaff took steps to prepare for such a fall election.

On September 16, 2014, the City adopted Ordinance No. 2014-26, repealing Ordinance No. 1951 as the primary and general election dates no longer conformed with A.R.S. §16-204 as amended in 2012. Ordinance No. 2014-26 did not establish new election dates.

On October 20, 2014, pursuant to a granted extension, the State filed a petition for review of the Arizona Court of Appeals decision--on March 17, 2015, the request was denied.

The Arizona Court of Appeals in *City of Tucson, City of Phoenix v. State* ruled that state law does not preempt local election dates established by city charter.

### **COUNCIL DECISIONS REQUIRED**

#### ***I. When do we want to hold candidate elections?***

Currently the City Charter requires February/March for primary and general elections. Pursuant to existing case law, that election schedule is not permissible. Please see the various options below (A through D).

- A. August/November of even-numbered years (this past year's elections, meets current statutory requirement) **(AUG/NOV 2016)**
1. Terms for Brewster, Evans, Oravits would be four and one-half years (Winter 2016).
  2. Terms for Barotz, Overton, Putzova would be four years (Winter 2018).
  3. Term for Mayor would be two years (Winter 2016).
- B. March/May of odd-numbered years **(MAR/MAY 2017)**
1. Terms for Brewster, Evans, Oravits would be five years (Summer 2017).
  2. Terms for Barotz, Overton, Putzova would be four and one-half years (Summer 2019).
  3. Term for Mayor would be two and one-half years (Summer 2017); OR
  4. Council members and/or Mayor resign before conclusion of term.
- C. August/November of odd-numbered years **(AUG/NOV 2017)**
1. Terms for Brewster, Evans, Oravits would be five and one-half years (Winter 2017).
  2. Terms for Barotz, Overton, Putzova would be five years (Winter 2019).
  3. Term for Mayor would be three years (Winter 2017)
- D. March/May of even-numbered years (past practice) **(MAR/MAY 2018)**
1. Terms for Brewster, Evans, Oravits would be six years (Summer 2018).
  2. Term for Barotz, Overton, Putzova would be five and one-half years (Summer 2020).
  3. Term for Mayor would be three and one-half years (Summer 2018);
  4. Council members and/or Mayor resign before conclusion of term.
- E. For an election held under **A** above:

**PROS**

1. Least cost
2. Voters more familiar with election date due to statewide candidates/issues providing for potential of higher voter turnout
3. Terms closest in length to current terms

**CONS**

1. Competing with statewide candidates/issues

- F. For elections held under **B, C** or **D** above:

Would NOT be in conjunction with statewide elections:

**PROS:**

1. Allows for a mail-ballot election – convenience for voters
2. Not competing with statewide candidates/issues

**CONS**

1. Cost is more than in conjunction with statewide election
2. Election not in conjunction with statewide election; more education needed to notify electors of election; may result in lower voter turnout
3. If a polling place election was held, cost would double

**II. *When should we bring a Charter amendment to the voters?***

- A. Should the Council want to return to **March/May elections in even-numbered years** the first election would be held in spring of 2018. A spring of 2016 would not be possible because those terms would then expire in spring of 2020, which is when the other terms would also expire (because the terms of those elected in the fall of 2014 could not be shortened to be held in spring of 2018; they would be extended to 2020).
- B. Should the Council want to follow current state law of **August/November elections in even-numbered years**, a Charter amendment is recommended so that the City Charter can be cleaned up. Thus, we would recommend a November 2015 Charter amendment election to simply require election dates to be held in conformance with state law.
- C. Should the Council want to hold its elections in **March/May of odd-numbered years, or August/November of odd-numbered years**, then we recommend the Council submit this question to the voters by spring of 2016.
- D. Should the Council want to submit any or all dates to the voters, staff would recommend the Council submit the question to the voters in the fall of 2015, recognizing that the fewer dates submitted the better chance of receiving a majority vote on one as required by statute.

**BACKGROUND INFORMATION**

<b>Mayor/ Councilmembers</b>	<b>Election</b>	<b>Term</b>
Karla Brewster	March 2012	June 2012 – June 2016
Coral Evans	March 2012	June 2012 – June 2016
Jeff Oravits	March 2012	June 2012 – June 2016
Celia Barotz	November 2014	December 2014 – December 2018
Scott Overton	November 2014	December 2014 – December 2018
Eva Putzova	November 2014	December 2014 – December 2018
Mayor Nabours	November 2014	December 2014 – December 2016

**City Of Flagstaff Charter Provisions (Select, Emphasis Added):**

Article IX, Section 5 – PRIMARY ELECTIONS. (a) The Primary Election shall be held on the first Tuesday in February in even-numbered years. \* \* \* \*

Article IX, Section 6 - TIME OF HOLDING THE GENERAL ELECTION. The General Election shall be held on the first Tuesday in March in even-numbered years.

Article II, Section 3 – TERM OF THE MAYOR. The term of office of the Mayor shall commence on the first meeting in April following the election, and shall be for two (2) years, or until a successor is elected and inducted.

Article II, Section 4 – TERM OF COUNCILMEMBERS. The term of office of Councilmembers shall commence on the first meeting in April following the election, and shall be for two (2) years, or until a successor is elected and inducted.

Article II, Section 8 – INDUCTION. On the second meeting in April following the General Election, the Council shall hold a meeting to induct into office the newly-elected Mayor and Councilmembers and to organize the Council. \* \* \* \*

Article II, Section 9 – ABSENCE TO TERMINATE MEMBERSHIP. If any Council member shall be absent from more than two (2) consecutive regular meetings without the consent of the Council, the member shall thereupon cease to hold office. If the Mayor shall be absent for more than two (2) consecutive regular meetings without the consent of the Council, the Mayor shall thereupon cease to hold office.

Article II, Section 10 - VACANCIES IN THE COUNCIL AND THE OFFICE OF MAYOR. The Council, by a majority vote of its remaining members, shall, within thirty-one (31) days, fill the vacancies in its own membership, and in the office of Mayor, for the unexpired terms. In the event that such unexpired term exceeds two years, then the appointment to such vacancy shall be for the period from the appointment until the next succeeding election, at which time a Councilmember shall be elected to serve the remainder of the term and who shall be designated on the ballot as running for the “short term.”

**State Law**

A.R.S. § 16-204.E: Beginning with elections held in 2014 and later and notwithstanding any other law or any charter or ordinance to the contrary, a candidate election held for or on behalf of any political subdivision of this state other than a special election to fill a vacancy or a recall election may only be held on the following dates and only in even-numbered years:

1. The tenth Tuesday before the first Tuesday after the first Monday in November. If the political subdivision holds a primary or first election and a general or runoff election is either required or optional for that political subdivision, the first election shall be held on this date, without regard to whether the political subdivision designates the election a primary election, a first election, a preliminary election or any other descriptive term.

2. The first Tuesday after the first Monday in November. If the political subdivision holds a general election or a runoff election, the second election held shall be held on this date. If the political subdivision holds only a single election and no preliminary or primary or other election is ever held for the purpose of reducing the number of candidates, or receiving a partisan nomination or designation or for any other purpose for that political subdivision, the single election shall be held on this date.

**POSSIBLE ELECTION DATES  
BENEFITS/CONSIDERATIONS  
City of Flagstaff**

POTENTIAL BENEFITS	FALL EVEN 2016	SPRING ODD 2017	FALL ODD 2017	SPRING EVEN 2018
Least Cost	✓			
Allows for Mail-Ballot Election		✓	✓	✓
Closest to current term length	✓			
Increased voter turnout (along with statewide candidates/issues)	✓			
<b>OTHER CONSIDERATIONS</b>				
City candidates/issues not competing with statewide		✓	✓	✓
Voters familiar with fall election dates	✓		✓	

**POSSIBLE ELECTION DATES  
TERMS/EXPIRATIONS  
City of Flagstaff**

ELECTION DATES ←		FALL – EVEN				SPRING – ODD				FALL – ODD				SPRING – EVEN			
		NOV. 2016		NOV. 2018		MAY 2017		MAY 2019		NOV. 2017		NOV. 2019		MAY 2018		MAY 2020	
MEMBER	ELECT'D	YEARS	EXPIRES	YEARS	EXPIRES	YEARS	EXPIRES	YEARS	EXPIRES	YEARS	EXPIRES	YEARS	EXPIRES	YEARS	EXPIRES	YEARS	EXPIRES
Brewster Evans Oravits	S E 2012	4.5	F – 2020			5.0	S – 2021			5.5	F – 2021			6.0	S – 2022		
Barotz Overton Putzova	F E 2014			4.0	F – 2022			4.5	S – 2023			5.0	F – 2023			5.5	S – 2024
Nabours	F E 2014	2.0	F – 2018			2.5	S – 2019			3.0	F – 2019			3.5	S – 2022		

**LATEST DATE  
FOR QUESTION  
TO VOTERS**

**FALL 2015**

**SPRING 2016**

**FALL 2016**

**SPRING 2017**

# Memorandum

17. A.

## CITY OF FLAGSTAFF



**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, Deputy City Clerk  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015

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### TITLE:

**Possible Future Agenda Item:** Request by Councilmember Evans to place a review and discussion of Senate Bill 1241 regarding a prohibition on the ban of plastic bags on a future agenda.

### DESIRED OUTCOME:

Determine if there are three members who are interested in moving this item to a future agenda.

### EXECUTIVE SUMMARY:

In response to a citizen request made during public participation at the Council Work Session on March 31, 2015, Councilmember Evans asked for a discussion of Senate Bill 1241 and possible City Council response.

### INFORMATION:

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**Attachments:** SB1241

State of Arizona  
Senate  
Fifty-second Legislature  
First Regular Session  
2015

# SENATE BILL 1241

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 8, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-500.34; AMENDING TITLE 11, CHAPTER 2, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING SECTION 11-269.13; RELATING TO ENERGY REGULATORY PROHIBITION.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 9, chapter 4, article 8, Arizona Revised Statutes, is  
3 amended by adding section 9-500.34, to read:

4 9-500.34. Prohibition on requirement of energy measuring and  
5 reporting; prohibition on regulation of auxiliary  
6 containers; state preemption; legislative findings;  
7 definition

8 A. A CITY OR TOWN MAY NOT:

9 1. REQUIRE AN OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL  
10 BUILDING OR MULTIFAMILY HOUSING PROPERTY TO MEASURE AND REPORT ENERGY USAGE  
11 AND CONSUMPTION, INCLUDING ENERGY CONSUMPTION BENCHMARKING AND BUILDING  
12 FACILITY ENERGY EFFICIENCY AUDITS.

13 2. IMPOSE A TAX, FEE, ASSESSMENT, CHARGE OR RETURN DEPOSIT ON A  
14 CONSUMER OR AN OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL BUILDING  
15 OR MULTIFAMILY HOUSING PROPERTY FOR AUXILIARY CONTAINERS.

16 3. REGULATE THE SALE, USE OR DISPOSITION OF AUXILIARY CONTAINERS BY AN  
17 OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY  
18 HOUSING PROPERTY.

19 B. THE REGULATION OF AN OWNER, OPERATOR OR TENANT OF A BUSINESS,  
20 COMMERCIAL BUILDING OR MULTIFAMILY HOUSING PROPERTY RELATING TO MEASURING AND  
21 REPORTING ENERGY USE AND CONSUMPTION AND THE SALE, USE AND DISPOSITION OF  
22 AUXILIARY CONTAINERS IS A MATTER OF STATEWIDE CONCERN. THE REGULATION OF  
23 MEASURING AND REPORTING ENERGY USE AND CONSUMPTION BY AN OWNER, OPERATOR OR  
24 TENANT OF A BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY HOUSING PROPERTY AND  
25 THE SALE, USE OR DISPOSITION OF AUXILIARY CONTAINERS BY AN OWNER, OPERATOR OR  
26 TENANT OF A BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY HOUSING PROPERTY  
27 PURSUANT TO THIS SECTION ARE NOT SUBJECT TO FURTHER REGULATION BY A CITY OR  
28 TOWN.

29 C. THE LEGISLATURE FINDS THAT SMALL BUSINESSES ARE PARTICULARLY  
30 SENSITIVE TO COSTS AND EXPENSES INCURRED IN COMPLYING WITH REGULATORY ACTIONS  
31 OF A CITY OR TOWN. THE LEGISLATURE FURTHER FINDS THAT INCONSISTENT REGULATION  
32 BY CITIES AND TOWNS HINDERS A SMALL BUSINESS FROM BENEFITING FROM FREE AND  
33 OPEN COMPETITION.

34 D. THIS SECTION DOES NOT PREVENT A CITY OR TOWN FROM CONTINUING A  
35 VOLUNTARY RECYCLING AND WASTE REDUCTION PROGRAM AS AUTHORIZED BY SECTION  
36 9-500.07 OR ENSURING THAT DISCARDED AUXILIARY CONTAINERS DEFINED AS SOLID  
37 WASTE PURSUANT TO SECTION 49-701.01 ARE DISPOSED OF PROPERLY.

38 E. FOR THE PURPOSES OF THIS SECTION, "AUXILIARY CONTAINER" INCLUDES  
39 REUSABLE BAGS, DISPOSABLE BAGS, BOXES, BEVERAGE CANS, BOTTLES, CUPS AND  
40 CONTAINERS THAT ARE MADE OUT OF CLOTH, PLASTIC, EXTRUDED POLYSTYRENE, GLASS,  
41 ALUMINUM, CARDBOARD OR OTHER SIMILAR MATERIALS AND THAT ARE USED FOR  
42 TRANSPORTING MERCHANDISE OR FOOD TO OR FROM A BUSINESS OR MULTIFAMILY HOUSING  
43 PROPERTY. AUXILIARY CONTAINER DOES NOT INCLUDE A STATIONARY RECEPTACLE  
44 INTENDED SOLELY FOR USE BY THE PUBLIC FOR VOLUNTARY DONATION OF GOODS AND  
45 MATERIALS INTENDED FOR SUBSEQUENT REUSE, SALE OR RECYCLING.

1           Sec. 2. Title 11, chapter 2, article 4, Arizona Revised Statutes, is  
2 amended by adding section 11-269.13, to read:

3           11-269.13. Prohibition on requirement of energy measuring and  
4           reporting; prohibition on regulation of auxiliary  
5           containers; state preemption; legislative  
6           findings; definition

7           A. A COUNTY MAY NOT:

8           1. REQUIRE AN OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL  
9 BUILDING OR MULTIFAMILY HOUSING PROPERTY TO MEASURE AND REPORT ENERGY USAGE  
10 AND CONSUMPTION, INCLUDING ENERGY CONSUMPTION BENCHMARKING AND BUILDING  
11 FACILITY ENERGY EFFICIENCY AUDITS.

12           2. IMPOSE A TAX, FEE, ASSESSMENT, CHARGE OR RETURN DEPOSIT ON A  
13 CONSUMER OR AN OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL BUILDING  
14 OR MULTIFAMILY HOUSING PROPERTY FOR AUXILIARY CONTAINERS.

15           3. REGULATE THE SALE, USE OR DISPOSITION OF AUXILIARY CONTAINERS BY AN  
16 OWNER, OPERATOR OR TENANT OF A BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY  
17 HOUSING PROPERTY.

18           B. THE REGULATION OF AN OWNER, OPERATOR OR TENANT OF A BUSINESS,  
19 COMMERCIAL BUILDING OR MULTIFAMILY HOUSING PROPERTY RELATING TO MEASURING AND  
20 REPORTING ENERGY USE AND CONSUMPTION AND THE SALE, USE AND DISPOSITION OF  
21 AUXILIARY CONTAINERS IS A MATTER OF STATEWIDE CONCERN. THE REGULATION OF  
22 MEASURING AND REPORTING ENERGY USE AND CONSUMPTION BY AN OWNER, OPERATOR OR  
23 TENANT OF A BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY HOUSING PROPERTY AND  
24 THE SALE, USE OR DISPOSITION OF AUXILIARY CONTAINERS BY AN OWNER, OPERATOR OR  
25 TENANT OF A BUSINESS, COMMERCIAL BUILDING OR MULTIFAMILY HOUSING PROPERTY  
26 PURSUANT TO THIS SECTION ARE NOT SUBJECT TO FURTHER REGULATION BY A COUNTY.

27           C. THE LEGISLATURE FINDS THAT SMALL BUSINESSES ARE PARTICULARLY  
28 SENSITIVE TO COSTS AND EXPENSES INCURRED IN COMPLYING WITH REGULATORY ACTIONS  
29 OF A COUNTY. THE LEGISLATURE FURTHER FINDS THAT INCONSISTENT REGULATION BY  
30 COUNTIES HINDERS A SMALL BUSINESS FROM BENEFITING FROM FREE AND OPEN  
31 COMPETITION.

32           D. THIS SECTION DOES NOT PREVENT A COUNTY FROM CONTINUING A VOLUNTARY  
33 RECYCLING AND WASTE REDUCTION PROGRAM AS AUTHORIZED BY SECTION 11-269 OR  
34 ENSURING THAT DISCARDED AUXILIARY CONTAINERS DEFINED AS SOLID WASTE PURSUANT  
35 TO SECTION 49-701.01 ARE DISPOSED OF PROPERLY.

36           E. FOR THE PURPOSES OF THIS SECTION, "AUXILIARY CONTAINER" INCLUDES  
37 REUSABLE BAGS, DISPOSABLE BAGS, BOXES, BEVERAGE CANS, BOTTLES, CUPS AND  
38 CONTAINERS THAT ARE MADE OUT OF CLOTH, PLASTIC, EXTRUDED POLYSTYRENE, GLASS,  
39 ALUMINUM, CARDBOARD OR OTHER SIMILAR MATERIALS AND THAT ARE USED FOR  
40 TRANSPORTING MERCHANDISE OR FOOD TO OR FROM A BUSINESS OR MULTIFAMILY HOUSING  
41 PROPERTY. AUXILIARY CONTAINER DOES NOT INCLUDE A STATIONARY RECEPTACLE  
42 INTENDED SOLELY FOR USE BY THE PUBLIC FOR VOLUNTARY DONATION OF GOODS AND  
43 MATERIALS INTENDED FOR SUBSEQUENT REUSE, SALE OR RECYCLING.

# Memorandum

17. B.

## CITY OF FLAGSTAFF



**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, Deputy City Clerk  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015

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### **TITLE:**

**Possible Future Agenda Item:** Request by Councilmember Oravits for an update on Code Enforcement's roles and responsibilities.

### **DESIRED OUTCOME:**

Determine if there are three members who are interested in moving this item to a future agenda.

### **EXECUTIVE SUMMARY:**

Councilmember Oravits requested an update and discussion about Code Enforcement's roles and responsibilities and the resources available.

### **INFORMATION:**

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### **Attachments:**

# Memorandum

17. C.

## CITY OF FLAGSTAFF



**To:** The Honorable Mayor and Council  
**From:** Jeff Meilbeck, City Manager  
**Date:** 04/02/2015  
**Meeting Date:** 04/07/2015

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### TITLE:

**Possible Future Agenda Item:** Request by Councilmember Putzova to add a regularly scheduled section to the City Council Agenda titled "State Legislation Review and Discussion" when the State Legislature is in session.

### DESIRED OUTCOME:

Determine if there are three members who are interested in moving this item to a future agenda.

### EXECUTIVE SUMMARY:

Development of the City's Legislative Agenda is a process that allows Council to proactively identify, develop and pursue a legislative strategy each year. Additionally, Council has adopted guiding principles to respond to any bill that infringes on local control or that advances or defends Council goals. This overarching authority provides staff with direction and guidance so we can act with relative agility during the session. During the legislative session things move very quickly. For example, striker bills can be chaotic and require last minute responses. Adding a standing legislative agenda item would allow Councilmembers to give refined guidance on real-time Legislative actions when practical.

### INFORMATION:

#### **COUNCIL GOALS:**

Given the reach and impact of State Legislative decisions, this item potentially impacts all Council goals.

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### Attachments: