FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
APRIL 5, 2016

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 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

A. **Consideration and Approval of Minutes**: City Council Work Session of January 26, 2016; Special Meeting of February 17, 2016; Combined Special Meeting/Work Session of February 23, 2016; Joint Work Session of March 7, 2016; Regular Meeting of March 22, 2016; Special Meeting (Executive Session) of March 22, 2016; Special Meeting (Executive Session) of March 29, 2016; and Work Session of March 29, 2016.

5. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. 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

A. **Consideration and Action on Liquor License Application:** Tek Kafley, "India Palace", 103 W. Birch Ave., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

B. **Consideration and Action on Liquor License Application:** Lynn Shulman, “Majestic Marketplace", 601 E. Piccadilly Dr., #95, Series 07 (beer and wine bar) and Series 09 (liquor store - all spirituous liquor) with sampling privileges, Person and Location Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

C. **Consideration and Action on Liquor License Application:** Danny Thomas, “Aspen Inn Suites", 1008 E. Route 66, Series 07 (beer and wine bar), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

D. **Consideration and Action on Liquor License Application:** David Smith Jr., "Root Public House", 101 S. San Francisco St., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

9. CONSENT ITEMS

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

A. **Consideration and Approval of Contract:** Independent Contract Agreement (ICA) with Salt River Project for the Upper Lake Mary Watershed Monitoring Project.

RECOMMENDED ACTION:

Approve ICA with Salt River Project (SRP) and approve three (3) proposals to maintain the LM-WC TAC's flowtography equipment within the Upper Lake Mary Watershed and to instrument two (2) additional sites, authorizing Utilities to spend a total of $67,860.00 in FY16.

B. **Consideration and Approval of Agreement:** Arizona State Forestry Western Bark Beetle Initiative (WBBI) 15-601 Grant

RECOMMENDED ACTION:

Approve the WBBI 15-601 Grant Agreement between the City of Flagstaff and the AZ State Forestry Division for grant funds in the amount of $98,100.00 with a city match of $98,100.00 for a total project cost of $196,200.

C. **Consideration and Approval of Intergovernmental Agreement (IGA):** With Coconino County for the City to provide Prescribed Fire services to the County-owned Ft Tuthill and Rogers Lake Natural Area

RECOMMENDED ACTION:

Approve the IGA with Coconino County for the City to provide Prescribed Fire services to the County-owned Ft Tuthill County Park (FTCP) and the Rogers Lake Natural Area (RLNA).

D. **Consideration and Approval of Contract:** Programmatic Agreement - Housing Programs - State Historic Preservation Office

RECOMMENDED ACTION:

1) Approve: Programmatic Agreement Between the City of Flagstaff and the Arizona State Historic Preservation Office Regarding the Community Development Block Grant (CDBG) and Community Development Block Grant – Recovery (CDBG-R) Programs; and 2) Authorize the City Manager to execute the Agreement.

E. **Consideration and Approval of Contract:** Consideration of approval of Design/Build agreement: Core Services Maintenance Facility

RECOMMENDED ACTION:

Approve Design/Build agreement with Core construction for the programing and design phased services in the amount of $2,209,660.00 with a contract allowance of $220,966 and a contract time of 515 calendar days and authorize the City Manager to execute the necessary documents.

F. **Consideration and Acceptance of Grant Funding:** Arizona State Parks FY 2016 Recreational Trails Program Grant for Picture Canyon.

RECOMMENDED ACTION:

Authorize acceptance of grant funding from Arizona State Parks Recreational Trails in the amount of $74,446, with a City match in the amount of $35,168.

10. **ROUTINE ITEMS**

A. **Consideration and Possible Adoption of Ordinance No. 2016-10:** An ordinance authorizing the acquisition and dedication of certain real property as a public right-of-way for the construction of permanent ADA ramps associated with the crosswalks on Fourth Street at Third Avenue and at Dortha Ave. ***(Acquisition of property for ADA ramps on Fourth Street Project)***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-10 by title only for the final time
2) City Clerk reads Ordinance No. 2016-10 by title only for the final time (if approved above)
3) Adopt Ordinance No. 2016-10 Read Ordinance

B. **Consideration of Appointments:** City Attorney

RECOMMENDED ACTION:

This action will appoint a City Attorney to oversee the City Attorney's division and supervise the City's legal affairs. The City Council may choose from two options:
Option 1: Appoint an interim City Attorney
Option 2: Appoint a City Attorney through executing an Agreement of Services

RECESS

6:00 P.M. MEETING

RECONVENE

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. ROLL CALL

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

MAYOR NABOURS
VICE MAYOR 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 Possible Adoption of Ordinance No. 2016-04:** An Ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff Zoning Map to rezone approximately 26.17 acres of real property located on McMillan Mesa, from Suburban Commercial (SC) to Medium Density Residential (MR) for 7.67 acres, from Research and Development (RD) to Medium Density Residential (MR) for 13.66 acres, and from Residential Single-Family (R1) to Public Open Space (POS) for 4.84 acres, and amending to the McMillan Mesa Village Specific Plan to reallocate 192 units from Development Area B to Development Areas C, D1 and D3. ***(McMillan Mesa Village Zoning Map and Specific Plan Amendments)***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-14 by title only for the final time
2) City Clerk read Ordinance No. 2016-14 by title only (if approved above)
3) Adopt Ordinance No. 2016-14

1. Observatory Mesa

a. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-20**: 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 640.51 acres located in Section 12, Township 21 North, Range 6 East, which land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Public Open Space (POS) for 640.51 acres.

(Observatory Mesa Annexation)

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue Public Hearing
2) Read Ordinance No. 2016-20 by title for the first time
3) City Clerk reads Ordinance No. 2016-20 by title only for the first time (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-20 by title only for the final time
5) City Clerk reads Ordinance no. 2016-20 by title for the final time (if approved above)
6) Adopt Ordinance No. 2016-20

b. **Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-12:** A resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Area in White area type and State Land to Parks/Open Space area type for approximately 2253.20 acres located on Observatory Mesa. ***(Observatory Mesa Minor Regional Plan Amendment)***

RECOMMENDED ACTION:

1) Continue the Public Hearing
2) Read resolution No. 2016-12 by title only
3) City Clerk reads Resolution No. 2016-12 by title only (if approved above)
4) Adopt Resolution No. 2016-12

c. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-21:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1610.69 acres of real property located on Observatory Mesa, from Rural Residential ("RR") to Public Open Space ("POS"), and approximately 2.0 acres from Rural Residential ("RR") to Public Facility ("PF") and to apply the Resource Protection Overlay ("RPO") to approximately 640.51 acres. ***(Observatory Mesa Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue Public Hearing
2) Read Ordinance No. 2016-21 by title for the first time
3) City Clerk reads Ordinance No. 2016-21 by title only for the first time (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-21 by title only for the final time
5) City Clerk reads Ordinance no. 2016-21 by title for the final time (if approved above)
6) Adopt Ordinance No. 2016-21

2. Picture Canyon

a. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-18:** 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 77.8 acres located in Section 4, Township 21 North, Range 8 East, which land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing no city zoning for said land. ***(Picture Canyon Annexation)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue Public Hearing
2) Read Ordinance No. 2016-18 by title only for the first time
3) City Clerk reads Ordinance No. 2016-18 by title only for the first time (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-18 by title only for the final time
5 City Clerk reads Ordinance No. 2016-18 by title for the final time (if approved above)
6) Adopt Ordinance No. 2016-18

b. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-19:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 477.8 acres of real property known as Picture Canyon, from No Zoning (County) and Rural Residential (RR) to Public Open Space (POS), and to apply the Landmarks Overlay (LO), the Resource Protection Overlay (RPO) and the Rural Floodplain Designation to approximately 77.8 acres. ***(Picture Canyon Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue Public Hearing
2) Read Ordinance No. 2016-19 by title only for the first time
3) City Clerk reads Ordinance No. 2016-19 by title only for the first time (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-19 by title only for the final time
5) City Clerk reads Ordinance No. 2016-19 by title for the final time (if approved above)
6) Adopt Ordinance No. 2016-19

3. Buffalo Park West

a. **Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-10:** A resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Area in White area type to Park/Open Space area type for approximately 26.03 acres located at the northeast corner of Fir Avenue and North San Francisco Street. ***(Buffalo Park West Minor Regional Plan Amendment)***

RECOMMENDED ACTION:

1) Continue the Public Hearing
2) Read Resolution No. 2016-10 by title only
3) City Clerk reads Resolution No. 2016-10 by title only (if approved above)
4) Adopt Resolution No. 2016-10

b. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-16:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 26.03 acres of real property located at the northeast corner of Fir Avenue and North San Francisco Street, from Single Family Residential (R1) and Public Facility (PF) to Public Open Space (POS), and to apply the Rural Floodplain Designation. ***(Buffalo Park West Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue the Public Hearing
2) Read Ordinance No. 2016-16 by title only for the first time
3) City Clerk reads Ordinance No. 2016-16 by title only (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-16 by title only for the final time
5) City Clerk reads Ordinance No. 2016-16 by title only (if approved above)
6) Adopt Ordinance No. 2016-16

4. Guadalupe Park

a. **Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-09:** A resolution amending the Flagstaff Regional Plan 2030 to change the area type designations on Maps 21 and 22 from Existing Suburban and Future Urban to Park/Open Space area type for approximately 1.07 acres located at 805 West Clay Avenue. ***(Guadalupe Park Minor Regional Plan Amendment)***

RECOMMENDED ACTION:

1) Continue the Public Hearing
2) Read Resolution No. 2016-09 by title only
3) City Clerk reads Resolution No. 2016-09 by title only (if approved above)
4) Adopt Resolution No. 2016-09

b. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-15:** An ordinance of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.07 acres of real property located at 805 West Clay Avenue, from Highway Commercial (HC) to Public Facility (PF). ***(Guadalupe Park Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue the Public Hearing
2) Read Ordinance No. 2016-15 by title only for the first time
3) City Clerk reads Ordinance No. 2016-15 by title only (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-15 by title only for the final time
5) City Clerk reads Ordinance No. 2016-15 by title only (if approved above)
6) Adopt Ordinance No. 2016-15

5. Highland Avenue

a. Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-11: A resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Future Suburban area type to Park/Open Space area type for approximately 5.31 acres located off Highland Avenue. ***(Highland Avenue Minor Regional Plan Amendment)***

RECOMMENDED ACTION:

1) Continue the Public Hearing
2) Read Resolution No. 2016-11 by title only
3) City Clerk reads Resolution No. 2016-11 by title only (if approved above)
4) Adopt Resolution No. 2016-11

b. Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-17: An ordinance of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 5.31 acres of real property located off Highland Avenue from Highway Commercial (HC) to Public Facility (PF). ***(Highland Avenue Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue the Public Hearing
2) Read Ordinance No. 2016-17 by title only for the first time
3) City Clerk reads Ordinance No. 2016-17 by title only (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-17 by title only for the final time
5) City Clerk reads Ordinance No. 2016-17 by title only (if approved above)
6) Adopt Ordinance No. 2016-17

C. Public Hearing, Consideration, and Possible Adoption of Ordinance No. 2016-24: 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 Statues, by annexing certain land totaling approximately 0.81 acres located in Section 7, Township 21 North, Range 8 East, which land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing City zoning for said land as Rural Residential (RR) for 0.81 acres, providing for severability, authority for clerical corrections, and establishing an effective date. ***(Marquardt Annexation - Mountain Meadow Drive)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Hold the Public Hearing
2) Read Ordinance No. 2016-24 by title only for the first time
3) City Clerk reads Ordinance No. 2016-24 by title only (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-24 by title only for the final time
5) City Clerk reads Ordinance No. 2016-24 by title only (if approved above)
6) Adopt Ordinance No. 2016-24

D. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-23:** An ordinance of the Flagstaff City Council amending Title 7, *Health and Sanitation*, and Title 12, *Floodplain*, of the Flagstaff City Code, by amending Chapters 7-02-001-0039, *Sewer Use Charges, Capacity Charges*; 7-03-001-0010, *Water Rates*; and 7-03-001-0011, *Water Main Capacity Charges; 7-03-001-0014 Water Conservation and Chapter 12-02-002-0003, Schedule of Stormwater Management Utility Service Charges and Fees, thereof.* ***(Ordinance increasing certain utility rates, charges and fees)***

RECOMMENDED ACTION:

At the April 5, 2016, Council Meeting
1) Continue Public Hearing
2) Read Ordinance No. 2016-23 by title only for the first time
3) City Clerks reads Ordinance No. 2016-23 by title only (if approved above)
At the April 19, 2016, Council Meeting
4) Read Ordinance No. 2016-23 by title only for the final time
5) City Clerk reads Ordinance No. 2016-23 by title only (if approved above)
6) Adopt Ordinance No. 2016-23

15. REGULAR AGENDA

A. **Discussion and Possible Action re**: Current Issues Before the Arizona Legislature.

16. DISCUSSION ITEMS

None

17. FUTURE AGENDA ITEM REQUESTS

After discussion and upon agreement by a majority of all members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Evans to place on a future agenda a discussion on an Additional Next Neighborhood Plan to be Southside

B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Nabours to place on a future agenda a discussion on a Change to the Summer Break Dates

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

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 _____, 2016.

_____
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:	04/01/2016
Meeting Date:	04/05/2016

TITLE

Consideration and Approval of Minutes: City Council Work Session of January 26, 2016; Special Meeting of February 17, 2016; Combined Special Meeting/Work Session of February 23, 2016; Joint Work Session of March 7, 2016; Regular Meeting of March 22, 2016; Special Meeting (Executive Session) of March 22, 2016; Special Meeting (Executive Session) of March 29, 2016; and Work Session of March 29, 2016.

RECOMMENDED ACTION:

Amend/approve the minutes of the City Council Work Session of January 26, 2016; Special Meeting of February 17, 2016; Combined Special Meeting/Work Session of February 23, 2016; Joint Work Session of March 7, 2016; Regular Meeting of March 22, 2016; Special Meeting (Executive Session) of March 22, 2016; Special Meeting (Executive Session) of March 29, 2016; and Work Session of March 29, 2016.

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

Attachments:

01.26.2016.CCWS.Minutes
02.17.2016.CCSM.Minutes
02.23.2016.CCCSMWS.Minutes
03.07.2016.CCJWS.Minutes
03.22.2016.CCSMES.Minutes
03.22.2016.CCRM.Minutes
03.29.2016.CCSMES.Minutes
03.29.2016.CCWS.Minutes

WORK SESSION
TUESDAY, JANUARY 26, 2016
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Work Session of the Flagstaff City Council held January 26, 2016, 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 work session, 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. Pledge of Allegiance

The Council and audience recited the pledge of allegiance.

3. Roll Call

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

PRESENT	ABSENT
MAYOR NABOURS	COUNCILMEMBER PUTZOVA
VICE MAYOR BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	

Others present: City Manager Josh Copley and Deputy City Attorney Sterling Solomon.

4. Preliminary Review of Draft Agenda for the February 2, 2016, City Council Meeting.*

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

Councilmember Oravits asked in regards to the zoning code amendments if the agreed sign size was 24 or 32. Mayor Nabours stated that the sign code is not part of next week's discussion. Councilmember Oravits asked when the sign code will be coming back to Council for discussion. Planning Director Dan Folke stated that the sign code is going before the Planning and Zoning Commission in February so it will come to Council hopefully in March. He stated that he will be sure to address his question on temporary sign size in the materials that are provided.

Vice Mayor Barotz stated that she would like to talk about the process for how motions will be made concerning the amendments; she would like for each section to have its own motion and not one action for the entire set of amendments.

5. Public Participation

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

John Viktora addressed Council with concerns about the State's recent actions to limit what municipalities can do within their own cities and towns.

Andy Fernandez addressed Council with a number of concerns.

6. Presentation on Children's Garden in Foxglenn Park.

Public Works Section Director Michael O'Connor addressed Council providing some history on the JLB project. JLB is a non-profit organization that provides services to families who have lost a child. They approached the City about five years ago about establishing a memorial garden at one of the City parks. At the time there was no donation policy to allow a project such as this to come in. It took some time but the City was able to develop a resolution that addressed this kind of donation. In 2014 the Parks and Recreation Commission approved the proposed resolution and project after which the City Council approved the resolution that allowed for donations to the City for the memorial. Mr. O'Connor introduce the President and founder of the JLB Project Anna LaBenz. Ms. LaBenz stated that the project was developed to help provide services and assistance to help families who have lost a child. She explained that over time she found that people wanted and needed a place to reflect on the lives of their loved ones which led them to begin the process of developing such a space.

Ms. LaBenz provided a PowerPoint presentation that covered the following:

EXISTING SITE AND CONDITIONS
GUIDING PRINCIPLES FOR CHILDREN'S GARDEN
RIBBON-LIKE FORMS SERVED AS DESIGN INSPIRATION FOR THE GARDEN
CHILDREN'S GARDEN AERIAL VIEW – PHASE I

CHILDREN'S GARDEN AERIAL VIEW – PHASE II
PERSPECTIVE OF GARDEN ENTRY SPACE
PERSPECTIVE OF GATHERING SPACE
ONE SCULPTURE AT THE HEART
PERSPECTIVE OF MEMORIAL PLAQUES AT GATHERING SPACE
PERSPECTIVE OF STONE FORMATION AT GATHERING SPACE
PRECEDENT IMAGES THAT SERVED AS DESIGN INSPIRATION FOR CHILDREN'S GARDEN RIBBON
CONCEPT DESIGN FOR MEMORIAL PLAQUES

Vice Mayor Barotz stated that she remembered the first day Ms. LaBenz took her to the site to express the vision; it is a number of years later but the design and proposal is beautiful.

Mayor Nabours asked what the plan is for Phase 2 and the timeline of when it might happen. Mr. O'Connor stated that the area is ideal because there are no plans for future improvements. City staff worked very closely with JLB in the development of Phase 1 and Phase 2 to make sure that the design complimented the existing park. The amenities that the project proposes work very well with the existing elements and there is already a naturally occurring path that the project wishes to enhance.

Ms. LaBenz stated that the goal is to break ground this spring for Phase 1 and complete in October, 2016. After Phase 1 is complete JLB will begin fundraising efforts for the funding of Phase 2; because it is donation driven the timeline for Phase 2 is still developing and is very dependent upon when funding becomes available.

Mayor Nabours asked if there is a limit on the number of memorial plaques. Ms. LaBenz explained that there is no limit and that was something that was very important to JLB. It is very important to them that this memorial stands the 50 year test and that additional plaques can be added over time.

Councilmember Oravits asked what the funding goal for Phase 1 is. Ms. LaBenz stated that the goal is $150,000.

Mayor Nabours stated that sponsors have been mentioned, he asked how they will be recognized without having issues with advertising. Mr. O'Connor explained that the sponsorship recognition is specifically addressed in the resolution. Ms. LaBenz added that it is very important to allow a space for community members to be recognized even if they did not lose a child and one of the options they are looking at is a placard that states that the space was made possible by the following donors.

Mayor Nabours stated that the design and project have turned out quite well and he looks forward to seeing it move forward.

7. Introduction of Terros and Crisis Response Network: The Mobile Crisis System That Helps Get Flagstaff's Mentally Ill the Help They Need When They Need It.

Flagstaff Police Chief Kevin Treadway stated that the Police Department places great care and support to its most vulnerable populations within the community. To this end, there is continued support for the partnership with the Guidance Center to train officers on how to better understand and respond to the mentally ill in the community. He reported that a few months ago a new mobile crisis response program arrived in Flagstaff. Additionally, the Guidance Center and Healthchoice Integrated Care have worked hard to add additional

services in Flagstaff. To better explain the programs he introduced Dr. Jack Callahan from the Guidance Center, Shawn Nell, the Chief Operating Officer for Healthchoice Integrated Care, Dr. Dara Ramparsand, Senior Director for Terros and Sara Schol, Director of Strategic Initiatives for Crisis Response Network.

Mr. Nell provided a PowerPoint presentation that covered the following:

HEALTHCHOICE CRISIS SYSTEM UPDATE
ABOUT US
REVISED FLAGSTAFF REGIONAL CRISIS SYSTEM

Ms. Schol continued the presentation.

CRISIS LINE OF HEALTHCHOICE INTEGRATED CARE
WHO WE ARE. WHAT WE DO.
CRISIS RESPONSE NETWORK
STATISTICS
CRISIS LINE OF NORTHERN ARIZONA
IDENTIFYING WHEN TO CALL THE CRISIS LINE

Dr. Ramparsand continued the presentation.

TERROS
FLAGSTAFF MOBILE CRISIS

Mayor Nabours asked about the funding and if each agency is funded separately or if funds are divided from a lump sum allocation. Dr. Ramparsand stated that Healthchoice Integrated contracts with and provides the funding for Terros' operations in Flagstaff. Mr. Nell explained that the funding is 100% through AHCCCS or State general funds; it is a largely state funded program.

Dr. Callahan continued the presentation. He highlighted the partnership with Healthchoice. They are excited about the partnership with the Crisis Response Network and Terros. He introduced Medical Director for the Guidance Center Dr. McDaniel who continued the presentation.

CRISIS ENTRY AND STABILIZATION UNIT

Vice Mayor Barotz asked how the Crisis Response Network's phone number is advertised in the community so people know it is available to them. Dr. McDaniel stated that the number is advertised through brochures and various stakeholders in the community. It is a relatively new service and as they go further more community knowledge is to be expected.

Vice Mayor Barotz asked if this program reduces the Fire Department's requests for response. Mr. McDaniel stated that he would assume that it does but he is not sure of the statistics on that claim.

Councilmember Evans asked if the information could be placed on the City's website. Mr. Nell explained that the number has not yet been heavily advertised yet as they were working through the new system. They are beginning the outreach process and would welcome ideas such as that to help get the word out.

Councilmember Evans asked if they utilize volunteers. Mr. Nell stated that one of the

Healthchoice partners is NARBHA which is a non-profit organization that helps provide volunteer services. Additionally, work has been done with other non-profit organizations to provide volunteer assistance to the program.

Councilmember Brewster asked how patients and callers under 18 are handled and if an adult is required for care. Dr. McDaniel stated that clients aged 18 or under can call into the Crisis Line and the responders will assist them in getting access to the healthcare system such as Flagstaff Medical Center or the adolescent program. Additionally, arrangements can be made to assist with transport to those resources. Ms. Schol added that the Crisis Hotline is the rollover line for the Teen Lifeline and they answer all their after hour calls. They will always talk with adolescents and provide a thorough risk assessment and safety plan. As long as there are no safety issues with the parents they do their best to involve the parents into the safety plan.

Councilmember Overton stated that he was surprised with the volume of response to the system without any advertising and he is encouraged with the services that are obviously needed in the community. He asked what the patient cap is for a day and at what point the system begins to not work or quality diminishes due to volume. Dr. McDaniel stated that the system is nowhere near capacity at this time but the program has been wildly successful thus far. There is excess capacity to grow and expand and they have the ability to get licensed for more chairs should they need to do that. Councilmember Overton stated that providing access to this program is positive for the community's law enforcement agencies and it helps get people to the appropriate place for care. He thanked them for their work. Chief Treadway added that officers really look for options for people and now they have the ability to connect people to the most appropriate services.

8. Presentation of Specific Plan Work Program for Comprehensive Planning.

Comprehensive Planning Manager Sara Dechter provided a PowerPoint presentation that covered the following:

COMPREHENSIVE PLANNING WORK PROGRAM RELATED TO SPECIFIC PLANS
DIRECTION TO STAFF
COMPREHENSIVE PLANNING
PLANNING PROJECTS TIMELINE
POTENTIAL SPECIFIC PLAN AREAS
POSSIBLE MILTON TIMELINE

Councilmember Oravits stated that he appreciates the approach she is taking with this item. He stated that the 4th Street Corridor Study was a $250,000 study that turned out to be a complete disaster as far as what was spent in time and money and the return on investment; he asked how that outcome can be avoided in the future. Ms. Dechter offered that one of the ways is to heavily invest in public participation assistance. An RFP for Milton should have the top five public participation contractors in the state to bid on it. In order to do this the City needs to contribute the necessary funds to do so. Additionally, the City should look to the Flagstaff Metropolitan Planning Organization (FMPO) and ADOT to also help contribute heavily.

Councilmember Evans stated that she feels that the City needs to be very clear in the RFP on what the expectation and end result should be. It will be very important for the Council to determine early on what they are willing to do and not do so that there is political will to move forward with the results of the study.

Vice Mayor Barotz asked about the Flagstaff Urban Mobility Study that was referenced in the presentation. She stated that she did an internet search for the study and found nothing except one letter to the editor; she asked what happened to the information between the study and 2016. The City is implementing the plan that was developed from the results of the study but there appears to be no record of any meetings or outreach. Community Development Director Mark Landsiedel stated that the study was done back in 2003 and was funded by FMPO and ADOT. The study was never adopted by the City Council or by ADOT's Board. It becomes an advisory study for ADOT's planning purposes. There were no public hearings or Council vote on the results of the study. Vice Mayor Barotz stated that from a process standpoint it will be very important to communicate with the public on whatever ADOT decides to do. Mr. Landsiedel agreed and added that the process will be a difficult one. There will be questions of jurisdiction and route transfers. Ultimately, in order for the City to control what happens to Milton a route transfer will be necessary. The City must get jurisdictional control over Milton if it is going to spend its money on improvements. This may or may not be the will of the Council or ADOT.

Ms. Dechter offered that one of the reasons the timeline was put together as a flux diagram is because she does not see a project this lengthy not coming before Council and the various Boards and Commissions multiple times to communicate and provide updates on where the project is at, the next steps forward and continued public participation.

Mayor Nabours stated that some of the proposals are within the City's control as opposed to another agency. The Milton corridor is one where the City does not have complete control; he would not want to spend $250,000 to get a study that would tell the City that Milton is a congested street that needs attention. He asked what she foresees with the specific plan and the study and how it is different than what the Regional Transportation Plan is already doing. Ms. Dechter offered that the specific plan would be different because one of the outcomes would be to work out a power sharing agreement with ADOT that would make sense or get control of the road. This is different from the Regional Transportation Plan because it only assumes the status quo in terms of the management of Milton.

Mayor Nabours asked what could be done with Milton if the City owned it as opposed to the State. Mr. Landsiedel offered that what staff wants to see is a concrete study that shows where the curb and gutter is, where medians are going to be, where streets are going to intersect, etc. The intent would be to take the studies that the FMPO have been doing on Milton to the next level. Staff believes that local control has the greatest ability to carry out the vision of the study rather than ADOT's Transportation Board down in Phoenix.

Councilmember Oravits offered that it will be critical to have frequent updates at the Council level so more people will hear about it and get involved.

Councilmember Evans stated that working with ADOT takes a long time and there are several roads that are overseen by ADOT that the City should consider taking control of. She suggested that the City has a comprehensive discussion with ADOT about the roads in town. Mr. Landsiedel stated that a number of years ago the City completed its Route Transfer Study and sat down with the County and ADOT to comprehensively look at every State route in the City and how they might be transferred to the City at some point. They also talked about what needs to be done to the roads to bring them up to City standard and the costs associated with taking them on. It is a great suggestion and staff can continue to have those conversations with ADOT moving forward.

Mr. Overton offered that the cost to bring the state roads to City standard was approximately

$60 million. He acknowledged that the route transfers would give the City local control but asked at what cost. He does not want to consider route transfer unless ADOT will bring the roads to standard first. Mr. Landsiedel stated that part of the Route Transfer Study suggested breaking down the transfers in segments. When the study was complete and the City began discussions with ADOT there was funding at the ADOT level to potentially use to bring those roads up to standard; that funding is now severely lacking. There is also significant cost associated with ongoing maintenance. Councilmember Overton stated that he is not interested in coming up with a bunch of solutions when the City cannot afford to own or maintain the roadway. Ms. Dechter offered that there is a new federal highway rule making process that could potentially provide alternatives to route transfers and provide an opportunity for a great partnership with ADOT to pilot the program.

Ms. Dechter continued the presentation.

POSSIBLE SOUTHSIDE TIMELINE

Councilmember Evans asked what the other area plans underway now are. Ms. Dechter stated that there are not any others that are underway now; the reference in the presentation was that if multiple plans were being done concurrently more consultant time would be needed. It is staff's recommendation that one plan is done at a time.

Councilmember Evans indicated that appropriately funding and allocating resources is very important to the plans. There was a lot of money and time spent on a Southside plan in 2005 that was not formally adopted by Council; it has been determined that these plans are important and the appropriate resources and final adoption by Council is needed. Mayor Nabours added that it is something that the Council can really get behind and get done relatively quickly for future use.

Mr. Landsiedel offered that staff has a certain capacity and feels they could get one of these plans done in a 12-18 month timeframe. If it is Council's desire to do all three plans concurrently staff can analyze that through the budgeting process and come back to Council with some proposals on what it would take to get that accomplished.

Ms. Dechter continued the presentation.

POSSIBLE HIGH OCCUPANCY HOUSING TIMELINE

Mayor Nabours stated that there has been an outside group working on this topic for months; they have provided a report and Council has enacted several of the recommendations. He asked what the difference would be for this topic. Ms. Dechter offered that staff would figure out the criteria and how it would impact property owners. There has also been discussion about wanting to include zoning code updates into the process, this would allow staff to pursue them concurrently with updates to the zoning code at the same time as an aspirational plan.

Ms. Dechter continued the presentation.

OPTION 1: STAFF RECOMMENDATION
OPTION 2: FOCUS ON HOUSING AND NEIGHBORHOODS FIRST
OPTION 3: ACCELERATE MILTON ROAD CORRIDOR PLAN
REMINDERS

The following individuals addressed Council regarding the Specific Plan Work Program:

- Andy Fernandez
- Tory Syracuse

The following comments were received:

- Housing needs to be available to all citizens.
- Milton is already built and updates would be difficult.
- More on/off ramps are needed on I-40.
- Priority should be given to High Occupancy Housing.
- More and more development is coming and a plan should be in place for high occupancy housing development.

A break held from 7:45 p.m. through 7:56 p.m.

Mayor Nabours stated that he prefers the McMillan Mesa plan and the Southside Neighborhood Plan; both have some work already done and a good conclusion can be obtained without a lot of expense or time. He feels that the Milton corridor is a bigger issue than just looking at what can be done immediately. It is an issue of where the City is going to create alternative routes. There is a lot of planning being done right now and that will escalate in the next year and $250,000 would be better spent on a broader transportation plan.

Councilmember Evans stated that she is interested in the high occupant housing and the neighborhood plans. She asked, in terms of the Milton project, if the City has to be the one to lead the conversation about route transfer or can they partner or contract with the FMPO to start that discussion with the state to better understand the costs associated with it now. She also requested information on what it would take to complete two of neighborhood plans each year.

Councilmember Overton stated that high occupancy housing is an immediate need because it is something that is happening now. There are many that are currently in development and are entitled but it is something that there will likely be more of in the future. There is currently a lot of public attention on it as well which can help with the public participation piece. He feels that there will likely be some major amendments that come out of the plan and he encouraged Ms. Dechter to plan accordingly to allow her enough time in her work plan to give those amendments the time and attention they will need.

He offered that he would only look at Milton if the City is looking to tie it to the transportation tax. He indicated that there is wisdom in getting those small pieces done but strongly cautioned that the City may go down a road with little return on its investment. The City must continue its support to NAIPTA and the things that can be done at a local level.

Councilmember Brewster stated that she would like to see staff focus on the high occupancy housing. The City is in the middle of quite a few developments headed in that direction already. Milton is such a long range project and depending on other agencies will be an even longer range goal. Neighborhood plans would be her second choice after high occupancy housing.

Vice Mayor Barotz indicated that she would like to be mindful of the people who took time to fill out the survey and offered that if the City puts these tools out they need to communicate with the public that they are being heard. She would support moving forward with high occupancy housing. She stated that there is one issue everyone talks about and that is

traffic. She would support certain components of the Milton Road Corridor Plan such as talking to ADOT.

Councilmember Oravits stated that he is supportive of the high occupancy housing project. He indicated that traffic is the number one thing he hears about from the community; understanding what is realistic versus promises that cannot be delivered is something that needs to be defined. He would like to see a discussion with ADOT to see what options there are and the mechanisms for the other affected roads within the City.

Councilmember Brewster stated that she would like to hear more about what can be done on the Lone Tree corridor in conjunction with Milton. FMPO Manager Dave Wessel offered that the Regional Transportation Plan update is going on and there is a lot of analysis happening about alternate routes. They are in the budget season as well and are looking at the Transportation Improvement Program. One of the things they have not done for the last couple of years is program money for fiscal year 2019 or 2020. The reason they did that was because they are waiting for the Regional Transportation Plan to start pushing some of the priorities forward that could be accelerated with those monies.

One of the weaknesses of the early process of the Urban Mobility Study was that the City was not at the table with the land use component. At the time there were very divergent ideas on what the land use along Milton should be; the FMPO ultimately pulled $2 million in funding for the design of the Milton corridor because of that level of uncertainty. It is important for the City to make those decisions on land use along Milton before moving forward.

Mayor Nabours stated that the consensus is to focus on high occupancy housing right now and get to the other items as soon as possible. Also, as part of the budget process staff will provide information on what it would take to run concurrent projects.

9. Discussion on the City of Flagstaff Sidewalk Maintenance and Repairs Program

Public Works Section Director Michael O'Connor provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF SIDEWALK REPLACEMENT PROGRAM
SIDEWALK REPLACEMENT PROGRAM 5-YR. HISTORY
SIDEWALK REPLACEMENT – CODE
SIDEWALK REPLACEMENT PROGRAM
SIDEWALK REPLACEMENT CATEGORIES
SIDEWALK REPLACEMENT PROGRAM COSTS 2015

Mayor Nabours confirmed that there are about five sidewalk replacements per year that are due to age and deterioration. Mr. O'Connor agreed and offered that there are more instances of heaving sidewalk than there are of replacements for age and deterioration. Mayor Nabours also confirmed that the streets that are being repaved under the bond initiative are also having the sidewalks replaced to which Mr. O'Connor responded yes.

John Viktora addressed Council in regards to developments that are supposed to have sidewalks but do not.

Mayor Nabours offered that there is an arbitrary ordinance that requires people to repair sidewalks that are not damaged due to their own fault. He indicated that he is looking for an exception to the ordinance for repairs that are not the result of fault of the property owner. The

instances are fairly minimal and will not cost the City much. Some sidewalks will be replaced through capital projects so it does not seem fair that others are not offered the same.

Councilmember Oravits stated that he feels that it does seem inconsistent and would agree with changing the ordinance if it is not the fault of the property owner.

Mayor Nabours stated that there were only three Councilmembers in favor of changing the ordinance so no further action will be taken at this time.

10. Review of Draft Agenda Items for the February 2, 2016, City Council Meeting.*
** Public comment on draft agenda items will be taken at this time, at the discretion of the Mayor.*

A. CALL OUT: Consideration and Adoption of Resolution No.2016-03: A Resolution of the City of Flagstaff Urging the United States Congress to Pass Carbon Fee and Dividend Legislation. ***(REFER TO ITEM 15-A OF THE FEBRUARY 2, 2016, DRAFT AGENDA FOR FURTHER INFORMATION)***

Gabor Kovacs addressed Council in opposition of the Resolution.

Public Works Director Erik Solberg stated that Sustainability Specialist Tamara Lawless is prepared with a presentation on the item. Mayor Nabours stated that the presentation can be given next week when there is more public in attendance and Council will be taking action.

Mayor Nabours stated that there will be an update on the legislative agenda next week and Assistant to the City Manager Stephanie Smith has an update to present in preparation for the meeting next week.

Ms. Smith stated that there are two hearings currently scheduled for the Veteran's Home. HB2329, which is the $10 million appropriation for the building in Flagstaff, is scheduled for a hearing before the Veteran and Military Affairs Committee on Thursday February 4, 2016, at 9:00 a.m. Additionally, SB1114, which is the exact same bill in the Senate, is scheduled to go before committee on Wednesday, February 10, 2016, at 10:00 a.m.

There is also a hearing next week on HB2333 that was introduced on behalf of the City of Flagstaff. That bill proposes to modify the State statute pertaining to the registration requirements on non-structural and non-load bearing commercial improvements. The hearing is scheduled for Wednesday, February 3, 2016, at 9:00 a.m.

11. Public Participation

None

12. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests.

Councilmember Brewster requested an update on the GreenTree hotels out at the Airport.

Councilmember Evans stated that she has heard from several residents in La Plaza Vieja that there are some new apartments on Tucson that are renting by the room. When she

asked about approved Conditional Use Permits for that area she was told that there were none. Mr. Copley stated that he will look into the issue and have staff prepare a response back to Council.

Councilmember Evans also requested a FAIR item for a City resolution in support of Gosar and McCain's efforts concerning the Downwinder Program.

Mayor Nabours requested a CCR about the City's water pipes, he would like to know if there are lead pipes in the system and if lead has ever been an issue in the water supply.

Councilmember Oravits stated that he has heard from the public about the $4 surcharge when paying a water bill online; there is no charge to pay in person at City Hall and that seems backward. Mr. Copley indicated that staff has been working on the process more comprehensively and will get Council an update soon.

13. Adjournment

The Flagstaff City Council Work Session of January 26, 2016, adjourned at 9:02 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL MEETING
WEDNESDAY, FEBRUARY 17, 2016
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Nabours called the Special Meeting of February 17, 2016, to order at 6:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance

The City Council and audience recited the Pledge of Allegiance.

3. 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 EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

Mr. Copley introduced the new Deputy City Manager Shane Dille who will be replacing Deputy City Manager Jerene Watson when she retires.

4. **PUBLIC HEARING**: Continuation of Public Hearing on Utilities Rate Adjustments - Discussion of Water - Wastewater - Stormwater.

Utilities Director Brad Hill explained that the intent of the discussion is to get clear direction from the Council in regards to the utility rate adjustments. He provided a PowerPoint presentation that covered the following:

AGENDA
OPTIONS
RELATIONSHIPS

Councilmember Putzova clarified that the Capital Improvement Program (CIP) is not tied to reclaim water rates, it is just for the other infrastructure. Mr. Hill confirmed stating that staff will be returning to Council at a later time to discuss the CIP and rates for reclaim water.

Utilities Engineering Manager Ryan Roberts continued the presentation.

EXISTING RATE FUNDED WATER CIP 5-YEAR PLAN
PROPOSED ADDITIONAL RATE FUNDED WATER CIP

Councilmember Oravits asked if any bonds would be considered new debt and if that is factored into the increase. Mr. Roberts confirmed that it would be but they are factored into the rate increase.

Mayor Nabours asked how the CIP project list was developed and if the Water Commission had the opportunity to provide input. Mr. Roberts explained that before the process started master plans were conducted on the water side and sewer side. For each water well and pump house the consultants looked at the condition and the needs of the future. The same was done for the water distribution system. They then prepared a needs assessment and that was presented to staff with a list of the capital needs within the next five to ten years. The list before Council is reflective of a portion of that list. Staff took the master plans and needs assessments to the Water Commission and they vetted the list, determined the priorities and trimmed down the original list to what is presented.

Councilmember Oravits asked how the reserves are prepared for unexpected things that may happen in the next five years. Mr. Hill stated that there is a contingency fund of $1.5 million for unexpected failures of the system. This plan allows a 25% fund balance in the reserves; historically it has only been 10%. For the size of Flagstaff the reserve needs to be much higher.

Mayor Nabours asked the significance of the 28% debt limit and 20% debt limit as set out in the options. Mr. Roberts explained that staff has proposed raising the debt service to 28%. It is an issue of how comfortable the City is with incurring the debt. In the past the City was up to 40% and reduced down to 20%; optimally it is ideal to keep a low debt service. Staff directed the consultant to look at what other communities were doing and what their limits were. It is common for cities to have a debt service between 26% and 32%. At this level it gives some flexibility to do the necessary projects. It makes sense to spread some costs over 30 years where others make sense to pay as you go such as those that have an annual or frequent cost or short asset life.

Mayor Nabours stated that when the Water Policy was adopted there was an aspirational debt limit of 20%. Raising that limit to 28% will require the policy to be amended. Mr. Roberts

agreed and stated that the proposed language in the policy is changed from shall to should in order to allow the Council more flexibility to make adjustments based on what the community is comfortable with. At the time the Water Policy was presented, staff was recovering from a 40% debt limit and wanted to set the goal low to make sure the City had the ability to add debt capacity. The City was able to surpass that goal with a current debt limit of 19%. One of the key changes is that the interest rates are much lower now and the City has retired a number of old bonds.

Mayor Nabours asked Council what they were interested in with regards to the list of capital improvement projects. Option 1 is the 3% increase but the debt limit increases to 28% and Option 2 is a 7% increase but the debt limit stays at 20%.

Councilmember Oravits stated that he feels that the entire list of projects need to be funded.

Councilmember Putzova stated that she will rely on the expertise of staff; if this is what they feel should be funded then she agrees that all the projects should be funded.

Mr. Hill offered that the policy question is not to determine which of these projects are good or bad, the question is if the Council has a tolerance for a rate increase, if so, is it at 3% or 7%. The other question is if they are comfortable increasing the debt limit.

Councilmember Brewster stated that she trusts the people they hired to do the job and is in favor of doing the entire list. She is also in favor of a 3% rate increase with a 28% debt limit.

Councilmembers Evans and Putzova stated that they would like to hear the entire presentation before they offer an opinion.

Rudy Preston addressed Council with concerns about the proposed $1.4 million for the Lake Mary land acquisition.

Councilmember Oravits asked for clarification on the Lake Mary land acquisition. Mr. Roberts stated that the City has leased this area from the Forest Service for the past 60 years for the land that the Lake Mary Treatment Plant sits on. The land has recently become available from the Forest Service as they want to get out of being the lease holder and want the City to purchase the land instead. Mr. Hill added that anytime the City touches anything on the ground it has to get approval from the Federal government and it is not an easy or quick process. The area is part of the area that the Airport is purchasing so the timing is good for the Utilities Department to move forward with the acquisition.

Mr. Roberts continued the presentation.

EXISTING RATE FUNDED WASTEWATER CIP 5 YEAR PLAN
PROPOSED ADDITIONAL RATE FUNDED WASTEWATER CIP

Councilmember Evans asked what is needed for correct and adequate funding. Mr. Hill stated that with the capital projects and the policies for the rates, it will fund the utility, operations and fund the capital projects. Utilities has been under collecting the last couple years by roughly $400,000 per year. What is being proposed will correct the issue.

Councilmember Evans requested information about private haulers that deliver solids to the City’s treatment plants and the volume at which they do so. She also would like to know who else can take the material and what the City’s rate is compared to the other entities.

Councilmember Putzova stated that everything that comes to the wastewater plant is paid through sewage fees, the moment it leaves the treatment plant it goes into the reclaim rate structure. She asked if it is fair to say that the City is reselling treated water but the original customer pays for the treatment of that water; the reclaim water customers do not pay for the treatment only the delivery. Mr. Roberts indicated that she is correct. Councilmember Putzova stated that she feels that the method is problematic. The way the funds are separated, the cost of reclaim water does not capture the true cost of the water that is used for reclaim water. She would like to see a different separation of funds. The City knows the proportion of water that goes to the Rio de Flag, the treatment for the remainder should be included in the reclaim water users rates.

Stormwater Manager Chris Kirkendall continued the presentation.

EXISTING RATE FUNDED STORMWATER CUP OPTION 1 5-YEAR PLAN

Mayor Nabours stated that the City is doing the $400,000 per year now and asked why an increase is needed to continue to maintain $400,000. Mr. Hill stated that the fund has been flat for a number of years, the reason for the extra increase is to maintain the $400,000 with the operational increases that occur. The proposal is an incremental increase over inflation to cover construction costs.

Mr. Kirkendall continued the presentation.

PROPOSED RATE FUNDED STORMWATER CIP OPTION 2 – ADDITIONAL $200,000/YR

Councilmember Oravits stated that Fanning has been a problem for a long time and asked if the $600,000 will take care of that. Mr. Kirkendall stated that the total cost of the project is slightly over $1 million with just over $400,000 coming from the road initiative. $600,000 is the projected cost to Utilities. The project will address the severe flooding that occurred last year with upstream and downstream channel improvements. It will bring the system up to the 100 year flood level.

Mr. Kirkendall continued the presentation.

PROPOSED RATE FUNDED STORMWATER CIP OPTION 3 – ADDITIONAL $600,000/YR

Mayor Nabours asked why the Water Commission recommend Option 2 over the other options. Mr. Kirkendall explained that the Water Commission did not want to incur additional debt to fund the projects, they preferred to pay as it goes.

Councilmember Putzova offered that the Rio de Flag is an issue that the community has been dealing with for so long, she asked what the discussion was regarding the Rio de Flag. Mr. Kirkendall stated that Option 4 addresses the Rio de Flag. Councilmember Putzova asked why the Water Commission did not feel that Option 4 was the best route. Mr. Hill explained that they felt that the decision about the Rio de Flag should be left to Council.

Mr. Kirkendall continued the presentation.

PROPOSED RATE FUNDED STORMWATER CIP OPTION 4 - $15M RIO DE FLAG + EXISTING

Councilmember Overton stated that the proposal is just the City portion of the project in addition to funds that have already been set aside. He would like to know if advancing the

construction the City would undermine its federal effort and what the cost benefit is to advancing the construction. The City has been disappointed for a number of years with the federal funding. He is curious to know if there is any savings realized by not waiting for the federal funding. If the community agreed to take on more of the project and find a way to fund it he asked if there is a greater benefit by pulling those properties out of the floodplain sooner and avoiding the federal obstacles the City continues to run into. Councilmember Evans agreed. She stated that when the Rio de Flag issue first came up it was $25 million to fix the project with the City contribution being 15%, now it is at $100 million. She would like to know how much it would cost the City to take on the project at a different standard level than the Army Corp of Engineers and if it would be practical. The cost of this project is huge and the City could have built it for what the City's current match is.

Mr. Copley stated that the City has entertained the option of self-funding and going to FEMA standards. Staff is hopeful that the City can get to 100% design with the Army Corp and they are at the cusp of having to come back to Council to determine where the City goes from here. This would preserve the option should the City be unsuccessful with 100% design.

Councilmember Overton stated that he is concerned that the City may not get a funding mechanism should it have to go to another option. The options need to be open and the City needs to protect and keep its investment moving forward. Mr. Hill offered that the purpose of the option and discussion was to show the cost to each customer should the City chose to fund its portion through the stormwater utility.

Mayor Nabours asked if the City could do a part of the project itself that might relieve some of the properties in the flood zone and get credit for the contribution. Mr. Copley stated that it is a complicated formula that is used to obtain credit for work done at the city level. He offered that there have been some recent successes and there may be a more detailed plan proposed on how best to move forward.

Mayor Nabours asked if the City is precluded from revisiting a stormwater rate sooner than five years. Mr. Solomon indicated that the City is able to revisit rates sooner than five years.

Water Resources Manager Erin Young continued the presentation.

WATER CONSERVATION
HISTORIC FUNDING & EXPENSES
COMPARISON OF MUNICIPAL WATER CONSERVATION PROGRAMS
EXISTING PROGRAM – NO NEW FUNDING
OPTION 1 – REBATES
OPTION 2 – CUSTOMER, COMMUNICATION & OUTREACH

Mayor Nabours asked if the .07% increase is included in the 3% or in addition. Mr. Hill stated that it would be in addition to the 3%.

Councilmember Evans asked why the oversight of the reclaim water agreements fall to this department. Ms. Young explained that several years ago, the regulatory compliance work and water conservation work was combined into one position. Since that time a Regulatory Compliance Section was created. The reclaim water agreements seem to fit within the water conservation program because it offsets the potable water use. Councilmember Evans stated that she does not feel that it is the most appropriate place for reclaim water agreements and that it should be re-evaluated.

In regards to the rebate program, Councilmember Evans stated that the program expenses have increased by 463% but the rebates have only increased by 20%. She asked what amount is needed annually to fully fund the requested rebates. The program consistently runs out of money halfway through the year. Ms. Young stated that $50,000 is what is needed. Councilmember Evans asked what water savings have been realized from the rebates and if it would be advantageous for the City to increase the funding higher to achieve higher savings. Ms. Young explained that a cost/benefit analysis has been done for all of the options; in looking at the high efficiency toilets, for every $100 rebate there is a savings of 1108 gallons of water per year. Councilmember Evans stated that if someone took advantage of all three options the savings would be about 2000 gallons per year; she asked how many households have participated. Ms. Young stated that the study focuses on how many households there are left to convert, through this they have estimated the savings and she can provide that information to the Council.

Councilmember Evans asked if that savings has any impact on the CIP. She would like for Council to consider looking closer at the program and consider putting more funding towards conservation and turn some of the CIP projects over in seven years instead of five years. She asked how much of the water conservation is related to commercial conservation. Ms. Young stated that commercial users are also able to apply for the rebates and there has been some savings realized. Councilmember Evans asked how much outreach is being done to the commercial customers. Ms. Young stated that the commercial advertising is a passive program and if there was more staff to do this kind of work there would be greater outreach. Councilmember Evans added that if the City is actively advertising the rebate program and asking people to apply it needs to have the money available for them to use.

Councilmember Overton offered that he feels throwing money at the rebate program is the wrong direction and he is not convinced that the rebate program is the right tool. He is not interested in that option. He feels that the City needs to look at how it delivers the education and behavior piece and suggested that it may fit better in the Sustainability Section. Councilmember Oravits agreed stating that people will replace their toilet on their own timeline and an added bonus is getting money back.

Mayor Nabours added that another aspect is that when there is more conservation there is less water being sold and that may affect the rate in order to adequately cover the CIP costs.

Councilmember Putzova exited the meeting at 7:56 p.m at which time a break was held until 8:05 p.m.

The following individuals spoke in regards to the water rate study:

- Robert Vane
- Bryan Bates
- John Nauman
- Rudy Preston
- Charlie Odegaard

The following comments were received:

- Flagstaff Water Group recommends Option 2 with a 7% increase in regards to the potable water rates however, they could live with a minimum of a 5.5% increase should the Council chose to make an intermediate decision.
- A rate above 3% is necessary to protect the City from a revenue shortfall and maintain reasonable debt levels.
- Even with a 7% increase Flagstaff rates will remain at the low end of comparison cities.

- The Council cannot responsibly choose Option 3, the spending cuts have not been identified and it could leave the City vulnerable.
- For wastewater rates, the Flagstaff Water Group recommends Option 2.
- For water conservation the Flagstaff Water Group feels that the next five year period is a good opportunity to assess conservation tools before committing to Red Gap Ranch.
- A strong conservation program needs to be developed and make something like a $100,000 investment in learning what works and what effect that may have on Red Gap Ranch.
- The rebate program should be more business friendly.
- Why would the Council pursue Red Gap Ranch without parallel efforts to evaluate powerful water management tools such as commercial tier rates and emerging water supply technology.
- Extend the successful aspects of the single family residential conservation program to the commercial non-single family customers who consume 60% of Flagstaff's water.
- The misconception is that the increased water conservation will result in higher water bills for customers.
- Water conservation holds down capital costs.
- Without the conservation program we would likely need Red Gap Ranch now.
- People will pay more if they maintain or increase their water use while everyone is decreasing.
- Want to see Red Gap Ranch put off as long as possible.
- Reclaim water users need to pay for the treatment of the water.
- The rate study is invalid and needs to be redone.
- The Water Commission did not recommend Stormwater Option 4 because there was not enough time to really look at and consider the option. The Commission agreed that it is an option that should be looked at further down the road.
- Surprised at how little was being funded for the rebate program.

A written comment card was submitted by Rudy Preston.

Mayor Nabours stated that Council needs to look at the options and give staff some direction. Councilmember Overton stated that he would prefer Option 1 for water rates and increase the .07% to .25% with the .25% being dedicated to developing a robust conservation program to see what happens. Mr. Hill stated that if Council is seeking to embed an additional $100,000 into the program over five years it would be a 0.07% increase each year in addition to the 3%. Councilmember Overton stated that he would like to see some extra effort put into the conservation program; to make it easier take the rate to 3.1% which would give the program an additional $40,000 per year. He does have concern about where the extra conservation money is put, it should be well spent and bench marked.

Councilmember Oravits stated that he may be okay with that proposal understanding that the Council needs to have a discussion on where the extra money is put. He expressed concern about going from a 20% debt limit to 28% debt limit in five years and in year six it is slightly moving higher. He does not want to see the City at 40% again or even 30%. Johnathan Varnes with Willdan stated that the City does get to 28% during the five year period and maxes out at 30% in the ten year period. Councilmember Oravits asked what it would do to the average citizen if the debt limit is kept to a maximum of 25%. Mr. Hill stated that it is roughly $2.00 per month for 65% of the residential customers.

Councilmember Evans stated that Council still has not gone through the whole presentation so there has been no information on capacity fees. She does not have confidence in the study and feels that there are some issues with it. She believes that the City needs a tier structure for commercial users. She also does not feel that enough is being done for conservation. She

is not interested in borrowing more and does not want to increase the debt limit.

As a community it is important to understand the true cost of water including delivery and cleaning. A conversation is needed to discuss the value of water and how much it really costs.

In terms of direction she is supportive of Option 2 for water rates and keeping the CIP projects in place. For sewer rates she is supportive of Option 2. For stormwater she feels that Option 4 needs to be considered and how the City is going to deal with the Rio de Flag; if no traction for Option 4 then her next recommendation would be for Option 2. In regard to capacity fees she is supportive of Option 2 then Option 1 on sewer. Whatever the City can do to increase the conservation project is important.

Councilmember Brewster stated that she would be supportive of Councilmember Overton's proposal of an additional .1% for the conservation program. She is supportive of Option 1 for water rates, Option 1 for sewer, Option 4 for stormwater then Option 2 and is undecided in regards to capacity fees.

Councilmember Overton stated that there are more capital problems on the sewer side and he is supportive of Option 2. With regard to stormwater he is supportive of maintaining the status quo with Option 1.

Councilmember Oravits indicated that he is supportive of a modified version of Option 1 for water rates. He would propose a 4.3% increase which includes the .1% for conservation in an effort to keep the debt limit to a maximum of 25%. He is in favor of Option 2 for stormwater and Option 2 for waste water.

Mayor Nabours stated that there is a consensus for stormwater Option 2.

Additionally, a majority of Council is in favor of the 4.3% increase, including .1% for conservation, for water rates.

Kevin Burnick from Willdan continued the presentation.

CAPACITY FEES
ASSUMPTIONS ABOUT FUTURE DEVELOPMENT
WATER CAPACITY FEE COST SUMMARY
WATER CAPACITY FEE COST COMPONENTS – OPTION 1
CAPACITY FEE WATER FUNDED CAPITAL OPTION 1
CAPACITY FEE WATER FUNDED CAPITAL OPTION 2
WATER CAPACITY FEES – NEW GROWTH
SEWER CAPACITY FEE COST SUMMARY
SEWER CAPACITY FEE COST COMPONENTS
CAPACITY FEE WASTEWATER FUNDED CAPITAL
SEWER CAPACITY FEES – NEW GROWTH
COMPARISON OF WATER DEVELOPMENT/CAPACITY FEES – AZ
COMPARISON OF SEWER DEVELOPMENT/CAPACITY FEES – AZ
POSSIBLE REASONS FOR DIFFERENCES IN DEVELOPMENT/CAPACITY FEES

Mayor Nabours asked for an example of a one inch meter user. Mr. Roberts explained that a project such as the Hub with restaurants would have a four inch meter and a restaurant alone would have a 1.25 or 1.5 inch meter depending on the size of the restaurant. Hotels could have three or four inch meters, again, depending on the size. Residential units that have larger than 3/4 inch meters are those with fire suppression systems.

Mayor Nabours stated that he understands the needs but has concern with adding an additional $700 cost to the house. Councilmember Overton added that one of the biggest complaints he hears from customers is that the City is not very welcoming and it is a hard, passed on cost. Most people recognize that there is a cost to buying into the system and that it is part of building a home. That is why vacant lots with a water meter already in place is far more valuable than one that needs infrastructure.

Mr. Hill explained that on the list of CIP projects there are some projects that are fully funded by water rates and some that are partially funded by capacity fees. If Council would elect to do something less than one of the proposed options staff would have to go back and modify the CIP projects accordingly. He stated that the difference between Option 1 and Option 2 is that the prior rate study included the $13 million project for Red Gap Ranch, the policy question is if the Council would want to add the few extra dollars on water to do the 100% design on the pipeline which is the proposal of Option 2.

Councilmember Oravits asked how much time is available to do the design work and if it is not built for 20 years why design would be done now. Mr. Roberts explained that the projects are planned over a 10 year program. Further down the list is Red Gap Ranch design that would not begin until years 9 or 10+ and the funds would not be expended until that point. The capacity fees allow the City to capture fees from the future users so they are making a proportionate contribution to those projects. Mayor Nabours stated that the person who hooks up to the system a year from now would be helping to pay for Red Gap Ranch because they are contributing to the City getting to the point of needing Red Gap Ranch. If for some reason the design is not done the money that has been accumulated could be used for something else or to reduce the buy in costs. Mr. Roberts agreed stating that there will be a check in at five years to see where the fund is at. He pointed out that Red Gap Ranch has a minimal impact to the capacity fees, the biggest impact comes from new wells and there are five new wells projected for the next ten year period. Wells will continue to be drilled for the foreseeable future, there is still a lot of capacity in the aquifer.

Mayor Nabours stated that he feels it may be premature to charge for Red Gap Ranch and believes Option 1 is a good direction and the Council can re-evaluate in five years.

Councilmember Evans asked if fees for Red Gap Ranch are not collected for five or ten years who will ultimately pay for it. Mr. Burnick explained that if the fee is revisited five or ten years down the road the cost for that can be included in the fees provided that the design for the booster and pipeline is still 100% growth related. The City will lose any revenue that would be collected over that five or ten year period because the fees cannot be retroactively charged. Councilmember Evans feels that Option 2 is most appropriate because it spreads the cost out over ten years. She would like additional information on what other cities do in regard to affordable housing units to offset those fees and if there is a way to offset those fees for houses built in a land trust or deed restricted area for affordable housing. Mr. Copley stated that staff can do that research and provide that information in a CCR. Mayor Nabours added that the issue may come up with the housing roundtable discussions that are going on and ways to mitigate those fees.

Councilmember Overton stated that he is in favor of Option 1 and the Mayor agreed that he is also in favor of Option 1.

Councilmember Brewster stated that he is supportive of Option 2 as costs will only continue to rise and Red Gap Ranch will be needed as the City grows.

Rudy Preston addressed Council asking if something is being taken out of the current capacity fee because Option 1 is lower than the current fee. He also asked if there is an option to keep the fee the same as it currently is. Mr. Hill offered that the current fee has a list of its own to accomplish and the proposed fee has its own list that has a smaller cost associated with it. Mayor Nabours added that it goes back to the issue of not arbitrarily assigning a fee, it has to be measurable to the projects assigned. Mr. Burnick stated that should the fee be more than the list provides for another project would have to be added.

Charlie Odegaard addressed Council stating that the recommendation from the Water Commission was not a unanimous vote. Conservation is working and realistically, Red Gap Ranch is being pushed out further.

Councilmember Oravits stated that he is supportive of Option 1 and with the additional monies being assigned to conservation he would like to see what happens over five years and revisit at that time.

Mayor Nabours indicated that there is a majority of Council in favor of Option 1.

Mr. Hill continued the presentation.

NEXT STEPS

The following is a recap of Council's direction on the utility rate study.

- Water – 4.3% increase at approximately 25% debt limit with an additional 0.1% to be directed to Water Conservation for a total of 4.4% increase.
- Wastewater – 7% increase with a 20% debt limit (Option 2)
- Stormwater – 6% increase with future discussion of Rio de Flag option (Option 2)
- Water Capacity Fees – Option 1
- Wastewater Capacity Fees – Option 1

5. Adjournment

The Special Meeting of the Flagstaff City Council held February 17, 2016, adjourned at 9:39 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

STATE OF ARIZONA)
) ss.
Coconino County)

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on February 17, 2016. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 5th day of April, 2016.

_____
CITY CLERK

COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY, FEBRUARY 23, 2016
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

SPECIAL MEETING

1. CALL TO ORDER

Mayor Nabours called the Special Meeting of the Flagstaff City Council held February 23, 2016, to order at 6:16 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The audience and City Council recited the Pledge of Allegiance.

3. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR NABOURS	NONE
VICE MAYOR BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

4. Public Participation*

Public Participation enables the public to address the council about items that are not on the prepared agenda. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item

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

Mayor Nabours asked Deputy City Manager Jerene Watson to please join him at the public podium. Ms. Watson is retiring and leaving the City on Friday; this is her last Council meeting. Mayor Nabours read and presented Ms. Watson with a City of Flagstaff Service Recognition and presented her with a key to the City and a plaque that thanked her for her service and support. The Council thanked Ms. Watson for her time and service and wished her well on her future endeavors. Ms. Watson stated that it had been a real privilege to serve the City of Flagstaff. She stated that having something, someplace and a group of people and a community so special makes saying goodbye so hard. She thanked the Council, staff and the community for the sense of place they have given her.

Emily Davalos addressed Council requesting a moratorium on high density student housing in historic districts. She also requested that the Council approve the Indigenous People's day request.

Charlie Silver addressed Council with regards to transect zones and stated that he is looking forward to having a discussion with Council and staff about how to make them work better.

Sat Best addressed Council with his concerns about transect zoning and urged the Council to talk with the citizens about the best course forward.

Klee Benally addressed Council in regards to the request for an Indigenous People's Day and urged Council to approve the request.

Dieon Parker addressed Council regarding Indigenous Peoples Day.

5. **Public Hearing~~, Consideration, and Adoption~~ of Ordinance No. 2016-08:** An ordinance of the Flagstaff City Council amending the Flagstaff Zoning Map Downtown Regulating Plan designation of approximately 0.29 acres of land generally located west of the southwest corner of Mikes Pike and Phoenix Avenue from the T4 Neighborhood 1 - Open (T4N.1-O) and T5 Main Street (T5) transect zones to the T4 Neighborhood 2 (T4N.2) transect zone and of approximately 1.35 acres located at 17 S Mikes Pike from the T4 Neighborhood 1 - Open (T4N.1-O) transect zone to the T5 Main Street (T5) transect zone, conditional. ***(The Hub Zoning Map Amendment)***

Mayor Nabours stated that there has been a lot of discussion about what zoning is currently on the property and what is being requested. He asked Ms. D'Andrea to clarify what the developer can do now without any Council action. Ms. D'Andrea stated that when there is a discussion about building by right it is a discussion about what a property owner is allowed to do under the zoning code. Each piece of property in Flagstaff is located in a zone and the zoning code establishes what they can or cannot build within that zone. In the case of the Hub development they have a choice because they have two types of zoning to choose from, the regular standard zoning and transect zoning. As long as they follow the guidelines set forth in the zoning code for standard or transect zoning they do not have to come to the City Council to ask what they can build. Mayor Nabours added that the zoning has specific regulations on height, parking, density, setbacks, etc. that can vary based on what zone the property is in.

Mayor Nabours offered that there has been a lot of discussion about the Conditional Use Permit (CUP) and what rights there are with a CUP. He learned today that the applicant has withdrawn their CUP application.

Councilmember Putzova asked if Council could have a recap on what zone the applicant is asking to change to and what the intent of those zones are. Planning and Development Manager Brian Kulina stated that the property currently has two zones associated with it, the T4N1 Open and T5. The request before Council is to rezone the portions of the property along Mikes Pike zoned T4N1 Open to T5 and portions of the property along Phoenix to T4N2 zone. The intent of the open zone is the transition from the traditional non-open residential area to a more commercial area. The T4N2 intent is to be used in conjunction with existing zones to create new urban development in an urban walkable setting. Currently there is no properties mapped within the City as T4N2, this would be the first.

Councilmember Evans asked what Core Campus would be getting with the rezone and what the community is getting in return. Mr. Kulina offered that the primary reason for the request is to allow unlimited commercial along Mikes Pike. From a building form stand point, with staff's recommendation, it gains the developer a half story or an additional seven feet. With the rezoning on Phoenix the developer would be allowed to have all residential along Phoenix. The benefit to the community is the implementation of the Regional Plan which calls for this area to be redeveloped as urban density and intensity within urban activity centers.

Mayor Nabours stated that the Council will begin taking public comment. Comments will be taken until 9:00 p.m. this evening with any remaining speaking requests being carried over to the next meeting.

Katy Harding & Allie Weintraub addressed Council and requested that they be able to show a short video.

Moved by Vice Mayor Celia Barotz **seconded by** Councilmember Eva Putzova to suspend the Rules of Procedure to allow the individuals to show the video.

Ms. D'Andrea stated that allowing the video may have ramifications for other people who want to present ideas that may include difficult images or sound. She advised that the Council proceed with caution as the action may set a unintended precedent.

Vice Mayor Barotz stated that in light of the advice from the City Attorney she will withdraw her motion. Councilmember Putzova also withdrew her second. Vice Mayor Barotz encouraged the speakers to forward the Council the video via email or Facebook.

The following individuals addressed Council in opposition of the proposed Zoning Map Amendment:

- Gloria Valencia
- Tory Syracuse
- Luann Meek
- Susan Thomas
- Dawn Tucker
- William Ring
- Maury Herman
- Marie Jones
- Duffie Westheimer
- Dean Bonzani
- Juan Carlos Ortiz
- Anamaria Ortiz
- Roabie Johnson
- Julia Olquin
- Leslie Connell
- Charlotte Madden

- Mary McElroy
- Leslie Pickard
- Pat Loven
- Adam Shimoni
- Eli Nelson
- Jane O'Donnell
- Sallie Page

A break was held from 7:47 p.m. through 7:59 p.m.

The following comments were received:

- Students do not drive safely and this development will add more students.
- I am worried about Flagstaff becoming a metropolis.
- Please come and spend time in the neighborhood to understand the issues that will be further compounded by this development.
- Friends of Flagstaff's Future is opposed to all new projects until a plan is developed for high density housing.
- This is the wrong project in the wrong place.
- These large student housing developments have a negative impact on the community.
- Traffic congestion will increase and parking will become impossible.
- A code change is needed that would require the City Council to approve a project if the square footage, height or density exceed a certain limit.
- This project disregards the community character.
- Current rental rates for the Hub in Tucson are at $920 per person, students cannot even afford this.
- There are several problems with the Traffic Impact Analysis and a new one should be demanded.
- This project will not survive on 200 parking spaces.
- This project will change the character of the neighborhood.
- Flagstaff is a city full of people who care about place, the scale of this design does not honor the place.
- Urge the Council to use the Regional Plan to guide the development.
- Thank you for preserving Agnes' house.
- This whole process is very confusing and people do not know how to respond because it is hard to understand the code and what it means.
- Transect zoning is not by right.
- The City needs to be consistent with its Regional Plan.
- The purpose of the provisions in the Regional Plan and the zoning code are there to ensure development that compliments the existing character of the surrounding neighborhood.
- The scale of the Hub is 218,000 gross square footage which is equivalent to a Super Walmart.
- This is a large commercial block structure and the regulating documents indicate it is in the wrong location.
- The intent of T4 zones is to reinforce established neighborhoods and to maintain neighborhood walkability.
- The T5 primary intent is to revitalize the area of downtown, the zone and the subzone are intended to preserve and build upon the existing development and should be in character and scale of existing value patterns.
- The character of the surrounding community is so important with regard to building type.
- The Hub belongs in T6 or on the NAU campus.
- Building type actually comes first when applying transect zoning.
- There is not a traditional community plan for the Southside; the code allows the City to require the development of a traditional community plan.

- There is not a business in this area that feels the Hub will be beneficial to their business.
- The Council does not risk a Proposition 207 claim if their vote this rezone down.
- The City should obtain outside counsel from a major land use law firm to advise on transect zoning.
- The community is not ready for a development like the Hub.
- The report for the Hub misrepresents the primary intent of the rules and policies set forth in the Regional Plan.
- The project does not meet the rules of transect zoning and is not eligible for its benefits.
- Deny the request. The developer is free to apply with a project that complies with the transect zone or they can chose to design within the current zoning.
- The building types are all described but none of them describe the Hub.
- Transect zones are not places for a massive project like the Hub. It should only be built in a non-transect zone.
- The report suggests that this project will set the stage and guide future development.
- Uphold the rules, then Flagstaff can begin to build a reputation that they adhere to their rules. Please vote no and dismiss the staff report.
- This location is an area to be embraced and not recreated.
- The building does not fit.
- The development is not good for the historic area.
- Parking is already a difficult situation in this area. This development will make it even worse.
- The traffic study is deplorable and parking has not been adequately addressed.
- We need to keep sharing the history of Flagstaff, not get rid of it.
- The Hub, or any project like it, does not belong in Flagstaff.
- Bad parking, bad traffic, and no connection to the valuable history of Flagstaff.
- Please do not approve this, it doesn't belong in our community or in the heart of Southside.
- I am not against students but I am against this kind of off campus student housing.
- We should learn from the Grove, off campus housing is detrimental to the community.
- If NAU wants and needs more student housing it should be built on campus.
- This project is a violation to those of us who have worked so hard to make Southside what it is.
- The size of the building and the amount of beds in inappropriate.
- My yoga customers often drive around for 10 or 15 minutes looking for parking and eventually give up and go home. The Hub will make the situation worse.
- We do not want to feel like we are walking around on campus.
- Save the Southside before it is too late.
- I have collected over 400 signatures on a petition that opposes the HUB.
- Transect zoning is not meant to go from 0 to 60, the redevelopment needs to be a more gradual process.
- It is obvious there is wide spread concern and fear that if the zoning is granted others will follow and our sense of place and culture will be lost.
- Concerned about the effect the Hub will have on the history and culture of the Southside.
- Walk down on the Southside, you will be amazed at what is down there. Pay attention to the residences and other buildings and ask yourself the impact of this development.
- Do what is right for this neighborhood and Flagstaff.
- Check for the actual owners of that land, it was originally tribal in nature and they are not public domain and must revert back to the tribe.
- This development belongs on the NAU campus.
- Listen to the law and the hearts of the people who live here.
- Let the campus police deal with the problems of student housing.
- This neighborhood already has challenging problems related to parking.
- There are four dangerous intersections near the Hub and the added foot traffic will create a bigger problem of safety.

- All of us need to take the subject of High Density housing seriously.
- Core Campus is not from here, they do not know what it is like to be from Flagstaff.
- We have heard that this request is technically questionable and not in line with the Regional Plan. You have a responsibility to make decisions on behalf of the community and you should be doing what you can to stop this project and represent Flagstaff.
- Outside counsel should be brought in to interpret the code.
- When looking at the footprint and shadows of these large buildings it is vital to take into consideration the adverse weather in Flagstaff.
- There are 664 rooms, how many times will the toilets flush and where will that water come from.

Written comment cards in opposition to the Hub rezoning request were submitted by the following individuals:

- Jamie Whelan
- Nancy Wardell
- Roberta & Alan Motter
- Frances Joseph
- Sandra Nevills Reiff
- Sereana Bird
- Elizabeth Elgin
- Alycia Lewis
- Dawn Dyer
- Shelby Todacheenie
- Penny Trunzo
- Art Enciso
- Charles Cooper Montgomery
- Jerry Johnson
- Jaime Yazzie
- Glenn Rink
- Lauren Jara
- John Louise Jr.
- Kaylin North
- Daniel Prejs
- Denise Hudson
- Kristi Long
- Roxanne Peshlakai
- Timothy Martin Leavy
- James Anders
- Dawn Dyer
- Edward Taylor
- Jason Alsvig
- Adam Stalvey
- Jean Johnson
- Laura Enciso
- Jim Berthoud
- Karen Enyedy
- Nancy Ryan
- Nigel Sparks
- Ann Walka
- Al White
- Mary Chun
- Dave Lang
- Christini Snyder
- William Kluwin

- Margot Truini
- Joseph Maatman
- Kelly Kralicek
- Marcelle Occomore-Viana
- Lisala Bianca
- Carol Hagen
- Seth Schecler
- Shaunassy Mason
- Kalyn Kisler
- Allison Bank
- Katie Gates
- Astraea Kermodei
- Jean Myers
- Soraya Padilla
- Caitlyn Burford
- Matt Muchna
- Victoria Granade

6. Adjournment

The Special Meeting of February 23, 2016, adjourned at 8:50 p.m.

WORK SESSION

1. Call to Order

Mayor Nabours called the Flagstaff City Council Work Session of February 23, 2016, to order at 8:58 p.m.

2. Review of Draft Agenda Items for the March 1, 2016 City Council Meeting.*

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

Councilmember Overton asked for additional information on items 10D and 10E ensuring that the abandonments are truly not needed in the future.

3. Public Participation

None

4. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests.

Councilmember Evans stated that she was contacted by couple of businesses downtown about people utilizing bike racks to store backpacks, pillows and personal belongings. She asked for some information about what might be able to be done about that.

She also asked for a FAIR item to ask the Council to reconsider putting some additional funding towards a Southside Neighborhood Plan.

She asked in regards to a moratorium on high occupancy housing if a lack of parking classifies as a lack of infrastructure. Ms. D'Andrea stated that it is something that can be discussed in an Executive Session. The statute talks about a clear and present danger to health and human safety and to make that finding all over the City one would have to think about if the argument could be made.

Mayor Nabours asked if there was a Southside plan from 2005. Councilmember Evans stated that there is a plan but it was never adopted by Council. The Southside plan would be helpful to the community and developers.

Councilmember Putzova requested a CCR and legal memo that discusses the content neutral approach the Council has been exploring in the context of the sign code and how that may apply to other City assets such as public information boards and other channels of communication the City may utilize.

She also requested some messaging to the public about dogs on a leash on the FUTS trail. The ordinance is not being followed and it is difficult to enforce. Also messaging to the public about people crossing the street.

Councilmember Oravits reported that he and the Mayor went to testify at the Senate Appropriations Committee for the funding on the Veteran's Home and he is happy to report that it passed the committee unanimously. Mayor Nabours added that the real test is the Budget Committee and finalizing the allocation in the budget. Vice Mayor Barotz stated that it is important to recognize Councilmember Evan's efforts as well with moving the Veteran's Home project forward.

5. Adjournment

The Work Session of the Flagstaff City Council held February 23, 2016, adjourned at 9:08 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

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 February 23, 2016. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 5th day of April, 2016.

_____
CITY CLERK

JOINT CITY/COUNTY WORK SESSION
MONDAY, MARCH 7, 2016
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

MINUTES

1. Call to Order

Supervisor Archuleta called the Joint City/County Work Session of March 7, 2016, to order at 4:02 p.m.

The County Board of Supervisors and Flagstaff City Council introduced themselves.

2. Pledge of Allegiance

The Council and audience recited the pledge of allegiance.

3. Roll Call:

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

PRESENT	ABSENT
SUPERVISOR ARCHULETA	CHAIRWOMAN FOWLER
SUPERVISOR BABBOTT	
SUPERVISOR METZGER	
SUPERVISOR RYAN	

PRESENT	ABSENT
MAYOR NABOURS	COUNCILMEMBER PUTZOVA
VICE MAYOR BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	

Others present: City Manager Josh Copley, County Manager Cynthia Seelhammer

4. Public Participation:

Public Participation enables the public to address the Council about an items that are not on the agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment on an item that is on the agenda is asked to fill out a speaker card and submit it to the recording

clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak.

Pam Clark addressed the Board of Supervisors and the City Council regarding the efforts of the Animal Welfare Task Force to bring to light the issues surrounding animal welfare in Flagstaff. They are currently working to make Flagstaff a no kill City which means that there is a live release rate of 90%.

Diane Jarvis also addressed the Board of Supervisors and the City Council in regards to ending the euthanasia of animals. In order to improve local shelters all agencies must work together and community leaders need to support the various animal agencies in their areas. She requested that a member from the Board of Supervisors and City Council participate on the task force to show their commitment to the efforts.

5. NAIPTA General Update

NAIPTA Director Jeff Meilbeck provided a PowerPoint presentation that covered the following:

MOUNTAIN LINE UPDATE AND PLAN
MISSION
VISION & GUIDING PRINCIPLES
PROMISES MADE FY08
PROP, PROMISE, RESULT
FY2016 ACCOMPLISHMENTS
MOUNTAIN LINE – 16 YEARS AND GROWING STRONG
COST PER PASSENGER – FY2008 THRU FY2016
COST PER HOUR – FY2008 THRU FY2016
HOW DO WE COMPARE TO PEERS?
OPERATING EXPENSE PER SERVICE HOUR
OPERATING EXPENSES PER PASSENGER TRIP
LOTS OF LEVERAGE

Mayor Nabours stated that the fares make up 7% of the revenue, the cost per passenger is $2.37 and the fare is about half of the cost per passenger; he asked why half the revenue is not fares. Mr. Meilbeck explained that the graph includes capital and this year's capital budget is larger than the operating budget. In looking at just operating costs, the percentage of fares that cover the costs of running the bus is 24%. That is still not half because NAIPTA offers a lot of pass programs that are deeply discounted.

Mr. Meilbeck continued his presentation.

PROMISES KEPT, AND…
PROPOSED FLAGSTAFF FIVE-YEAR TRANSIT GROWTH PLAN
VIDEO
CLOSING COMMENTS

Supervisor Metzger asked what costs are included in the bus hour and if the lower price of fuel has changed the ridership levels. Mr. Meilbeck stated that everything is included in the bus hour cost, there may be a small planning grant that is not included but all of the staff time and all of the costs are included. This allows them to identify a baseline and measure against it. In terms

of ridership, the numbers continue to increase and there was an 18% increase in December over last year.

Councilmember Oravits asked if there are any plans for expansion of service or routes. Mr. Meilbeck explained that there is a five year plan that includes having 15 or 20 minute frequency on the high frequency transit spine route. They are looking at reconfiguring the routes again but not so much as an expansion but rather how to better utilize the resources they already have. There are things that they can do with the existing level of transit funding but there are no plans for dramatic shifts unless there was a funding source.

Councilmember Oravits asked if there are any plans for Highway 180 partnership arrangements or service to Twin Arrows. Mr. Meilbeck stated that vanpools have started to Twin Arrows and there is service going to SnowBowl for the first time this year. Additionally, there are vanpools for SnowBowl employees. Transit can be part of the solution but cannot solve all the congestion issues on Highway 180.

Councilmember Brewster asked for further explanation of the rapid bus transfer program. Mr. Meilbeck explained that it is a higher frequency route with more infrastructure and amenities. The idea is that the bus will move more quickly through traffic with things like the dedicated transit lane through campus and construction such as the median transfer stations, or dedicated bus lanes. The plan is to design that in earnest so it is prepared with what it will take to move forward.

Supervisor Babbott stated that he recently discovered that Arizona is one of three states in the country that does not put state funding into public transportation. While talking about a holistic approach to traffic and infrastructure it is apparent that there is inadequate funding provided. With no State funding it is fantastic that the community is still able to see the value and take advantage of such a robust transportation system in Flagstaff.

6. Discussion on snow play in the Flagstaff area.

Flagstaff Interim Recreation Director Rebecca Sayers provided a PowerPoint presentation that covered the following:

SNOW PLAY DISCUSSION
AGENDA

Ms. Sayers introduced Brian Poturalski with the Forest Service who continued the presentation.

US FOREST SERVICE CURRENT EFFORTS

Flagstaff Convention and Visitor’s Bureau Director Trace Ward continued the presentation.

ARIZONA’S WINTER WONDERLAND DESIGNATION
FLAGSTAFF VISITOR CENTER
SNOW PLAY MAP

Mayor Nabours asked what the Visitor Center tells people who call wanting information about coming and playing in the snow. Mr. Ward stated that the Visitor Center staff encourage them to come to Flagstaff and direct them to the webpage with all of the information and options available to them. Staff gives callers options about the different snow play areas and point out the various alternative routes that are available. Economic Vitality Director Heidi Hansen added

that staff does not discourage callers from coming to Flagstaff but sometimes when it is known that an area is at capacity they share that information with the caller. She added that staff is looking at mobile app options that can provide this information as well.

Mr. Ward continued the presentation.

ADDITIONAL THOUGHTS ON DIVERSIFYING VISITATION DURING SKI SEASON

Supervisor Babbott stated that when the map was made the original intent was primarily an attraction piece; what has been discovered is that in addition to being an attraction piece it should also be very informational in working towards reasonable mitigation strategies. He is appreciative of the thought that is starting to go into re-visioning the map and the information it contains. He wants to make sure to recognize the community attractions but also provide education on how to interact with and treat public lands. Emphasis on respectful behavior, respect of the land and respect of the residents is very much needed. He is looking forward to the re-visioning efforts and discussions.

Councilmember Evans asked for more information about the Northern Arizona Winter Recreation Task Force that was established. She understands that this task force created a strategic plan that included things like utilizing the electronic sign boards on the freeway to let people know when Wing Mountain was full, or when Highway 180 was at its capacity for traffic. There was also something in the plan that discussed the possibility of utilizing the center lane as a lane to get people back into town as well as discussions of actively diverting traffic up Forest. She would like to know more about the plan and more about how it is being implemented.

Ms. Sayers stated that one recommendation will be to reinvigorate the task force as it has been fairly idle for the last few years. The Wing Mountain snow play area was developed out of one of the strategic planning sessions. Councilmember Evans stated that she feels that if all the items in the plan were carried out there may have been some relief on Highway 180 in addition to establishing the Wing Mountain snow play area. She asked if there is sufficient parking at Wing Mountain for the level of activity occurring there. Mr. Poturalski stated that there is not sufficient parking. They can accommodate about 600 cars total at Wing Mountain and that does not come close to meeting the demand. It is time to look at the strategic plan in more depth and that can be done through invigorating the task force.

Councilmember Evans stated that Council gets numerous calls and emails about the trash being left behind at the snow play areas. She asked how that is being addressed. Ms. Sayers offered that work can be done on the messaging to the visitors of Flagstaff for it to be as plain and simple as possible. Staff is currently discussing the strategic placement of dumpsters in high traffic areas to help encourage people to throw away their broken sleds and trash.

Vice Mayor Barotz stated that another concern is the public safety issue of people sledding along the sides of the road on Highway 180 and Lake Mary road. ADOT is aware of the issue but the problem is so big that just that alone will not provide the protection needed.

Councilmember Oravits stated that he is glad that people are coming to Flagstaff and want to enjoy the outdoors. He would like to get messaging out that informs the public about private property; there are many private property owners that are dealing with trash and other issues on their property. He suggested using the digital signs on the highway to tell people to haul out their trash and broken sleds.

Mayor Nabours asked if the forest roads are open to allow people a place to get off the highway

and into the forest to play in the snow. Mr. Poturalski explained that Forest Service roads are closed mainly due to public safety. Many people are parking adjacent to those closed roads to play. Mayor Nabours asked if some of those roads could be open to provide additional snow play opportunities. Mr. Poturalski stated that it could be a possibility and something that can be discussed in the task force. The issues continue to get worse each year and the negative impacts are frustrating for the Forest Service and the community. He is very interested in defining some short and long term efforts to identify mitigation efforts.

Supervisor Archuleta asked about the Winter Wonderland designation and how that was designated. Mr. Ward explained that it is a designation that was given to Flagstaff by the State of Arizona. Supervisor Archuleta offered that it is difficult to have that designation and people come here but are not able to fully enjoy the experience because of the challenges. She is really excited about the idea of a live app with snow play information. She offered that the snow play area map could be expanded to include the ethic and stewardship of the land. More interpretation of what is private land and what is public land would be very helpful. She feels that it is a wonderful start and something that can be built upon every season. She offered that the County would be happy to participate in the development and provide feedback.

Coconino County Assistant Parks and Recreation Director Brian Grube continued the presentation.

SNOWPLAY OPPORTUNITIES AT FORT TUTHILL
SNOWPLAY POSSIBILITIES AT FORT TUTHILL COUNTY PARK
BACKGROUND
SNOWPLAY – PROPOSED SITE
SNOWPLAY CONCEPT AND POSSIBLE ASPECTS
INITIAL PHASE
MID-TERM POSSIBLITIES
LONG-TERM POSSIBILITIES
TIME LINE AND NEXT STEPS

Mayor Nabours asked if the County is looking for someone to charge admission and pay the County or looking for someone that the County will pay to operate the area or if it would be self-supporting based on some kind of concessions. Mr. Grube explained that any of those concepts could be a solution. There may be something that is proposed that is something that has not been thought of. They want to do something similar to the Flagstaff Extreme model. Mayor Nabours asked if an unattended option might work. Mr. Grube stated that Fort Tuthill is very large and it already gets some unattended activity. They feel that a winning combination would be some areas that are fee based activities and some areas that are free. It is a balance that can be negotiated with the proposer.

Supervisor Babbott offered that the RFP is written fairly broadly to see what comes back. With regards to the lighting that was called out it is important to know that the County will be keeping the dark sky designations in mind and how to protect that in the project. Coconino County Parks and Recreation Director Dustin Woodman indicated that the RFP was intentionally drafted with broad language because the County is not in the business of snow play. There is a vision of what the County would like to see but they do not want to be so prescriptive that they eliminate things have not been thought of yet. They will be working with the Board of Supervisors and the City of Flagstaff to make sure the elements fit within the community. The goal is to have something in place by next winter, managed in house so that there is something to add to the map and conversation.

Supervisor Ryan explained that he had the opportunity to serve on the task force and the

recommendations have been enhanced over the years. There were short, mid, and long term objectives; a few of the short term objectives were implemented. The volume that is being experienced in the area is superseding the capacity. There are a lot of trash and bathroom issues that cost money and that is a challenge for each agency. It is good that the task force will be reenergized.

Flagstaff Deputy Police Chief Dan Musselman continued the presentation.

PUBLIC SAFETY AND TRAFFIC MITIGATION

Deputy Chief Musselman explained that by Thanksgiving the City has put up its portable sign at Columbus and Humphreys notifying the public of alternate routes. Additionally, there are permanent signs that direct traffic to alternative routes. Over holiday weekends there are up to five officers directing traffic at key locations to try to move the traffic to the various routes. The three day holiday weekends are the biggest challenges and there are some weekdays also have challenges. ADOT has helped with the timing of the lights on Milton Road to hold traffic on the side streets longer to help move the traffic on the main route. They ran that 23 days and also on the three day weekends. NAIPTA is running routes to SnowBowl but the buses tend to get hung up in the traffic coming back into town. Lastly, ADOT had their electronic signs out reminding the public not to stop and play along the highways.

Chief Deputy Sheriff Jim Driscoll continued stating that the County has implemented things over the years and tried a lot of things. There are a lot of complaints in the Highway 180 corridor of snow play on private lands and all kinds of trash being left there. Property owners were very frustrated and tempers flared as they attempted to have people trespassed off their land. The County barricaded nine different roads along Highway 180 and limited that traffic to local traffic only. It worked for the residents but it took the issue and pushed is further down the road. The biggest concern is public safety and traffic citations; experience has found that it is better to educate and move people on then to attempt to ticket everyone. This is a major problem for all the land management and enforcement agencies and if there is a solution it will be a collaborative one. The visitor population increases every year and solutions should focus on education rather than strict enforcement.

Vice Mayor Barotz asked what they see as the next steps that have not yet been taken. Deputy Chief Musselman stated that infrastructure is what is needed. Visitors should be encouraged to come but alternative routes are needed. Also, other play areas as big or bigger than what currently exists are needed. People are going to play wherever they want but having more alternatives would help steer them in the right direction. Vice Mayor Barotz asked if officers are staying over their normal schedule and being paid overtime for their work with snow play traffic to which Deputy Chief Musselman answered yes.

Supervisor Archuleta asked if there has been any discussion about issuing different exit times to people to attempt to have them exit in waves rather than all at once. Chief Deputy Driscoll stated that one of the initial strategies was to have the snow play area close a little bit earlier to stagger the release times. It was somewhat successful but on bad weekends it loaded up anyway.

Councilmember Evans asked who is funding the public safety expenses and the overtime for the officers. Deputy Chief Musselman stated that the Police Department pays for it through their overtime line items that are often exceeded each year. Chief Deputy Driscoll stated that the Sherriff's office has a cooperative agreement with the Forest Service to fund an officer on SnowBowl road to help regulate traffic.

Mayor Nabours left the meeting at 5:30 p.m.

Councilmember Evans stated that she feels a broader conversation could be had with the snow play sites to discuss the funding needed to pay the officers and develop a true partnership to help fund the public safety expenses. Supervisor Babbott offered that the Board of Supervisors considers the impacts to the area when issuing special use permits. He suggested that when Wing Mountain comes up for renewal in 2019 it may be a good time to have that discussion.

Vice Mayor Barotz suggested an update at the next Joint City/County Meeting to let people know the progress being made in terms of the task force and possible strategies.

7. Coconino County and the City of Flagstaff Legislative Update

Coconino County Director of Governmental Relations Todd Medeksza provided a PowerPoint presentation that covered the following:

2016 LEGISLATIVE PRIORITIES
COUNTY ASSOCIATIONS
ARIZONA STATE LEGISLATURE
BUDGET ACTUAL
COCONINO COUNTY HAS ABSORBED $7.7 MILLION IN IMPACTS SINCE FY08
2016 COCONINO COUNTY FISCAL PRIORITIES
2016 CSA STATE LEGISLATIVE PRIORITIES
OTHERS
QUESTIONS

Assistant to the City Manager Stephanie Smith provided a PowerPoint presentation the covered the following:

CITY OF FLAGSTAFF LEGISLATIVE UPDATE
CITY COUNCIL'S 2016 GUIDING PRINCIPLES
FLAGSTAFF 2016 STATE LEGISLATIVE PRIORITIES
- ADVOCATE FOR FUNDING AND BUILDING A SKILLED NURSING FACILITY FOR VETERANS IN FLAGSTAFF
- ADVOCATE FOR INVESTING IN FOREST HEALTH TREATMENTS ON STATE-OWNED LAND IN THE FLAGSTAFF REGION
- ADVOCATE FOR SECURING AUTHORITY TO PLACE PORTIONS OF THE RED GAP RANCH PIPELINE WITHIN INTERSTATE 40 RIGHT-OF-WAY
- ADVOCATE AGAINST FIREARM LEGISLATION THAT WILL ALLOW GUNS IN PUBLIC FACILITIES
- ADVOCATE FOR REFORMING STATE PENSION SYSTEMS TO OBTAIN GREATER FLEXABILITY IN MANAGING PENSION PLANS AFFECTING MUNICIPAL EMPLOYEES
- STATEWIDE ISSUES IMPORTANT TO FLAGSTAFF

FLAGSTAFF 2016 FEDERAL LEGISLATIVE PRIORITIES
- ADVOCATE FOR INCREASED AUTHORIZATION AND FUNDING THE RIO DE FLAG FLOOD CONTROL PROJECT
- ADVOCATE FOR FLAGSTAFF WATERSHED PROTECTION PROJECT AND FUNDING FOR IMPORTANT REGIONAL PROJECTS
- ADVOCATE FOR RELEASING THE FEDERAL GOVERNMENT'S REVISIONARY INTEREST ON PROPERTY SOLD TO THE CITY BY THE BNSF RAILROAD
- FLAGSTAFF PROJECTS AND LEGISLATIVE PRIORITIES

Councilmember Oravits left meeting at 6:20 p.m.

Flagstaff's contract Lobbyist Richard Travis provided a brief update on the pawnbroker fee bill, two fireworks bills and the gun issue bill.

8. Informational Items To/From Chairman, Supervisors and County Manager/Mayor, Council and City Manager.

Ms. Seelhammer congratulated the City on their excellent selection of Public Works Director. She also announced that the County celebrated its 125th anniversary last Thursday and there will be a variety of events coming up to that regard. Additionally, the County is more than half way through training its staff on situational awareness and active shooter training.

Mr. Copley announced that City staff has also been receiving active shooter training and situational awareness and he is eager to collaborate with the County to that regard.

The Board of Supervisors and Councilmembers all thanked each other for participating in the joint meeting and they thanked staff for the work put into the presentations.

Supervisor Ryan wished Andy Bertelsen well as he transitions from the County to the City. He also thanked Supervisor Babbott for his concluding service as Chairman.

Supervisor Babbott stated that he would like the City and County to reconvene on snow play to get an update when the map is reworked. He also reported that the County will be going through some zoning code updates similar to those that the City recently did.

Supervisor Archuleta stated that as each agency moves forward on their legislative items it would be good to coordinate any messaging.

9. Public Participation

None

10. Adjournment

The Flagstaff City Council/Coconino Board of Supervisors Joint Work Session of March 7, 2016, adjourned at 6:31 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 22, 2016
COUNCIL CHAMBERS
211 WEST ASPEN
BETWEEN THE 4:00 P.M. PORTION AND
6:00 P.M. PORTION OF THE REGULAR MEETING

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting (Executive Session) of March 22, 2016, to order at 4:30 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR NABOURS	NONE
VICE MAYOR BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

3. Recess into Executive Session.

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to ARS 38-431.03(A)(3) and (4), respectively.

I. HUB Development Agreement Negotiations and Appeal of Site Plan submitted by 120 Cottage Place and HUB Zoning Application.

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 5:51 p.m. at which time the Special Meeting of March 22, 2016, adjourned.

_____
Mayor

ATTEST:

_____
City Clerk

CITY COUNCIL REGULAR MEETING
TUESDAY, MARCH 22, 2016
COUNCIL CHAMBERS
211 WEST ASPEN
4:00 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Nabours called the Regular Meeting of the Flagstaff City Council held March 22, 2016, to order at 4:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR NABOURS	NONE
VICE MAYOR BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Work Session of September 29, 2015; City Council Work Session of January 12, 2016; the Regular Council Meeting of February 2, 2016; The Regular Council Meeting of February 16, 2016; the Special Meeting (Executive Session) of February 29, 2016; the Special Meeting (Executive Session) of March 1, 2016; the Regular Council Meeting of March 1, 2016; the Special Meeting (Executive Session) of March 8, 2016; and the Special Meeting (Executive Session) of March 11, 2016.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Karla Brewster to approve the minutes of the City Council Work Session of September 29, 2015; City Council Work Session of January 12, 2016; the Regular Council Meeting of February 2, 2016; The Regular Council Meeting of February 16, 2016; the Special Meeting (Executive Session) of February 29, 2016; the Special Meeting (Executive Session) of March 1, 2016; the Regular Council Meeting of March 1, 2016; the Special Meeting (Executive Session) of March 8, 2016; and the Special Meeting (Executive Session) of March 11, 2016.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

None

6. PROCLAMATIONS AND RECOGNITIONS

7. APPOINTMENTS

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

A. **Consideration of Appointments:** Open Space Commission.
Make two appointments to terms expiring April 2019.
Make one appointment to a term expiring April 2018.

Moved by Councilmember Eva Putzova, **seconded by** Vice Mayor Celia Barotz to appoint Steve Hirst to the Open Spaces Commission, with a term to expire April 2019.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Karla Brewster, **seconded by** Mayor Jerry Nabours to reappoint Jim Burton to the Open Spaces Commission, with a term to expire April 2019.

Vote: 7 - 0 - Unanimously

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to reappoint Bryan Burton to the Open Spaces Commission, with a term to expire April 2018.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments:** Disability Awareness Commission.
Make three appointments to terms expiring March 2019.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to appoint Monica Attridge to the Disability Awareness Commission, with a term to expire March 2019.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jeff Oravits, **seconded by** Mayor Jerry Nabours to appoint Kaitlyn Verfuerth to the Disability Awareness Commission, with a term to expire March 2019.

Vote: 7 - 0 - Unanimously

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to appoint Michael Sanderfer to the Disability Awareness Commission, with a term to expire March 2019.

Vote: 7 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Rochan Goswami, “VP Racing", 4501 N. Hwy. 89, Series 10 (beer and wine store), New License.

Mayor Nabours opened the Public Hearing. There being no public input, the Public Hearing was closed.

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Scott Overton to forward a recommendation to the State for approval of the liquor license application submitted by Rochan Goswami, VP Racing, 4501 N. Hwy. 89, Series 10 (beer and wine store), new license.

Vote: 7 - 0 - Unanimously

9. CONSENT ITEMS

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

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to approve Consent Agenda Items 9-A through 9-D.

Councilmember Oravits commended staff and C&E, a local contractor, for getting work going on the paving and sidewalks.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Annual Service Agreement for Landscape Maintenance Services with Morning Dew Landscape to provide landscape maintenance and snow removal services at City of Flagstaff facilities.

MOTION: Accept the lowest, most responsive and responsible proposal from Morning Dew Landscape of Flagstaff, in the amount of $114,160.00 to provide landscape maintenance and snow removal services in the bid amount outlined on the attached bid tabulation and approve the Annual Service Agreement with Morning Dew Landscape.

B. **Consideration and Approval of Cooperative Contract:** Contract with General Acrylics of Phoenix, Arizona to replace the Nova Pro-Court XP - Synthetic Court Overlayment System on three (3) tennis courts at McPherson Park in the amount of $113,643.87.

MOTION: Approve the purchase of services for the replacement and installation of the Nova Pro-Court XP - Synthetic Court Overlayment System by General Acrylics of Phoenix, Arizona in the amount of $113,643.87 utilizing a cooperative purchase agreement through Mohave Educational Services Contract # 150-GA13-020.

C. **Consideration and Approval of Contract:** Approve contract with Buffalo Fence for Airport Security Gates to replace three vehicle access gates and the control units at the Flagstaff Airport.

MOTION: Approve the contract with Buffalo Fence with the lowest bid of $77,556.10.

D. **Consideration and Approval of Contract:** Street Maintenance 2016 improvements - Construction Phase 1. ***(MOVED FROM THE ROUTINE AGENDA)****

MOTION:

1) Approve the Construction Manager at Risk Contract with C and E Paving and Grading, LLC in an amount not to exceed $ 2,838,240.00 for Guaranteed Maximum Price (GMP) # 1. Authorize staff to perform asphalt surface treatments of Pulliam Drive at Pulliam Airport not to exceed $200,000.00.

2) Authorize Change Order Authority of 10% each for GMP # 1 in the amount of $ 283,824.00, to cover potential costs associated with unanticipated or additional items of work.

3) Authorize the City Manager to execute the necessary documents.

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Intergovernmental Agreement:** Between the State of Arizona, Department of Public Safety and the City regarding the State Gang Task Force.

Deputy Police Chief Dan Musselman briefly reviewed the request, noting that this provides 75% funding for this officer and they can renew it for five years.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Coral Evans approve the Intergovernmental Agreement DPS Contract #2016-023 between the State of Arizona, Department of Public Safety and the City regarding the State Gang Task Force.

Vote: 7 - 0 - Unanimously

B. **Consideration and Possible Adoption of Ordinance No. 2016-10:** An ordinance authorizing the acquisition and dedication of certain real property as a public right-of-way for the construction of permanent ADA ramps associated with the crosswalks on Fourth Street at Third Avenue and at Dortha Ave. ***(Acquisition of property for ADA ramps on Fourth Street Project)***

Project Manager Randy Whitaker briefly reviewed the request, noting that this was continuation of the Fourth Street crosswalk project and they have been in contact with the property owners.

Moved by Councilmember Karla Brewster, **seconded by** Mayor Jerry Nabours to read Ordinance No. 2016-10 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY AS A PUBLIC RIGHT-OF-WAY FOR CONSTRUCTION OF PEDESTRIAN RAMPS ON FOURTH STREET AT THIRD AVENUE AND AT DORTHA AVENUE AND DESIGNATING THE REAL PROPERTY AS PUBLIC RIGHT-OF-WAY

C. **Consideration and Approval of Contract:** With Sellers & Sons, Inc. in the amount of $1,914,238.50 for the Brannen Neighborhood Water and Sewer Improvement Project, Phase I.

Project Manager Christine Cameron came forward to answer any questions Council may have. Mayor Nabours noted that there were several bids received, and it was a heart breaker that they were unable to award it to a local firm.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Eva Putzova to approve the construction contract with Sellers & Sons, Inc. in the amount of $1,914,238.50 (includes a contract allowance in the amount of $89,605.00 and contract time of 200 days); approve Change Order Authority to the City Manager in the amount of $182,463.00 (10% of the contract amount, less allowance); and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

D. **Consideration and Possible Adoption of Resolution No. 2016-14:** A resolution of the City Council of the City of Flagstaff authorizing signatures for checks and payment vouchers ***(Authority to Sign Checks)***

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to read Resolution No. 2016-14 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING SIGNATURES FOR CHECKS AND PAYMENT VOUCHERS, AND REPEALING PRIOR RESOLUTION

Moved by Councilmember Scott Overton, **seconded by** Councilmember Karla Brewster to adopt Resolution No. 2016-14.

Vote: 7 - 0 - Unanimously

E. Consideration and Adoption of Clean-Up Ordinances:

Consideration and Adoption of Ordinance No. 2016-11: An ordinance of the City Council of the City of Flagstaff Amending the Flagstaff City Code, Title 1, Administrative, Chapter 15, Municipal Court, Division 1, Section 2, Municipal Judge, Presiding Magistrate, Hearing Officers, to Require all Municipal Judges to be Admitted to the Practice of Law in the State of Arizona; Providing for Repeal of Conflicting Ordinances, Severability, and Establishing an Effective Date ***(Municipal Judge Qualifications)***

Consideration and Adoption of Ordinance No. 2016-12: An ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff City Code, Title 1, Administrative, Chapter 24, Insurance, Division 1, Section 7, Insurance, to Increase the Authority of the City Manager to Settle Claims up to Fifty Thousand Dollars; Providing for Repeal of Conflicting Ordinances, Severability, and Establishing an Effective Date. ***(Bringing City Code Consistent with Charter Regarding City Manager's Authority to Settle Claims)***

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Coral Evans to read Ordinance No. 2016-11 by title only for the final time.

Vote: 6 - 1

NAY: Councilmember Eva Putzova

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 1, ADMINISTRATIVE, CHAPTER 15, MUNICIPAL COURT, DIVISION 1, SECTION 2, MUNICIPAL JUDGE, PRESIDING MAGISTRATE, HEARING OFFICERS, TO REQUIRE ALL MUNICIPAL JUDGES TO BE ADMITTED TO THE PRACTICE OF LAW IN THE STATE OF ARIZONA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jeff Oravits, **seconded by** Councilmember Scott Overton to adopt Ordinance No. 2016-11.

Vote: 6 - 1

NAY: Councilmember Eva Putzova

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to read Ordinance No. 2016-12 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 1, ADMINISTRATIVE, CHAPTER 24, INSURANCE, DIVISION 1, SECTION 7, INSURANCE, TO INCREASE THE AUTHORITY OF THE CITY MANAGER TO SETTLE CLAIMS UP TO FIFTY THOUSAND DOLLARS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to adopt Ordinance No. 2016-12.

Vote: 7 - 0 - Unanimously

RECESS

The 4:00 p.m. portion of the Regular Meeting of March 22, 2016, recessed at 4:20 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Nabours reconvened the Regular Meeting of March 22, 2016, at 6:05 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

11. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR NABOURS	NONE
VICE MAYOR BAROTZ	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

12. PUBLIC PARTICIPATION

Sustainability Specialist Tamara Lawless invited the Council and public to participate in Lights Out, which is a annual celebration of dark skies and energy efficiency, on Friday, noting that they would have telescopes in Heritage and a tour.

Dawn Tucker, Flagstaff, pleaded for a moratorium on building.

Emily Davalos, Flagstaff, said that she fully supported the request made for a moratorium on building.

Rob Wilson, Flagstaff, said that he has heard a lot about the character of Flagstaff and how it won't be the same with the addition of buildings. He said that it has been happening since it was first established. He said that as he travels, he often shares what he likes the most about Flagstaff--the natural beauty and its people. He said that they have signs coming into town that say that they are building an inclusive community, but he has been disheartened to see how people are treating each other and visitors. He asked his fellow citizens to treat all with respect and let the Council Chambers be a safe place for everyone to express their views.

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

14. PUBLIC HEARING ITEMS

A. Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-13 and Ordinance No. 2016-22: Public hearing to consider proposed amendments to Flagstaff Zoning Code, Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps); consideration of Resolution No. 2016-13 declaring the proposed amendments as a public record; and adoption of Ordinance No. 2016-22, adopting amendments to Flagstaff Zoning Code Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps), by reference. ***(Zoning Code Amendments - Sign Standards)***

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to postpone Item 14-A (Zoning Code Amendments - Sign Code) to the April 19, 2016, Council Meeting.

Vote: 6 - 1

NAY: Councilmember Scott Overton

B. HUB Student Housing Development

1. Public Hearing, Consideration, and Adoption of Ordinance No. 2016-08: An ordinance of the Flagstaff City Council amending the Flagstaff Zoning Map Downtown Regulating Plan designation of approximately 0.29 acres of land generally located west of the southwest corner of Mikes Pike and Phoenix Avenue from the T4 Neighborhood 1 - Open (T4N.1-O) and T5 Main Street (T5) transect zones to the T4 Neighborhood 2 (T4N.2) transect zone and of approximately 1.35 acres located at 17 S Mikes Pike from the T4 Neighborhood 1 - Open (T4N.1-O) transect zone to the T5 Main Street (T5) transect zone, conditional. ***(The Hub Zoning Map Amendment)*** ****ORDER CHANGED TO DISCUSS SECOND READ OF***

ORDINANCE PRIOR TO DEVELOPMENT AGREEMENT

Planning Development Director Brian Kulina reviewed what has been happening with this application since the last meeting. He said that staff received a completed site plan application, which they have coined HUB 2.0 using the existing Transect T4 zoning along with T5 along Milton and Phoenix. Staff has not gone through the substantive review of that application; generally it takes two to four weeks to get through every staff member on site. He then began a PowerPoint, attached hereto and made a part hereof as Exhibit A, which addressed:

WHAT'S HAPPENED
DEVELOPMENT AGREEMENT - CITY OBLIGATIONS

Lindsey Schube, attorney representing the HUB, said that there have been questions in town about whether there was a Plan B or Plan C and what it might look like if they built with existing entitlements. She then asked the architect, John Myefski to review a design based on existing entitlements.

Mr. Myefski provided a PowerPoint which included:

EXISTING ZONING PERSPECTIVES
EXISTING ZONING PERSPECTIVES: Phoenix Avenue
EXISTING ZONING PERSPECTIVES: Milton Road
EXISTING SITE PLAN
EXISTING ZONING - 1ST FLOOR
EXISTING ZONING - 3RD FLOOR
EXISTING ZONING - 3.5 AND 4TH FLOOR PLAN

MATERIALS

Mayor Nabours asked Mr. Myefski to review the drawing of the requested design versus by-right design and asked about the difference on the main floor. Mr. Myefski explained that with the requested design, it included retail on the bottom floor, but if they eliminate the retail on the bottom there are different requirements with regard to the floodplain that requires the floor to be higher off the ground.

Vice Mayor Barotz asked the architect if they drove around the City when they first came to Flagstaff. Mr. Myefski said that he came to Flagstaff three times before actually designing the project, and met with people in the area. He spent most of the time at this site, walking around. He said that it is a unique mixture of different types of facades--malapai, sandstone, bricks. He said that from where they started initially, they have made a huge change from a lot of input. He said that they believe that it is better to have retail along the bottom level.

Vice Mayor Barotz said that what she has heard is the question of compatibility to the neighborhood. She asked Mr. Myefski if he personally felt that the proposed building was compatible with the existing neighborhood. Mr. Myefski replied that he did, and it has made leaps and bounds to be even more compatible.

Councilmember Putzova asked Mr. Myefski if the windows depicted on the drawing were reflective of the actual density. Mr. Myefski replied that they were 100% accurate.

LETTER OF SUPPORT

Vice Mayor Barotz said that there is a huge difference between parking a project properly and underparking it. She asked how it was that they incentivized the transect zone.

Mayor Nabours noted that they were operating under the need for a supermajority vote (6 councilmembers) to approve the rezone.

The following individuals addressed the Council in opposition to the project:

•Rick Moore
•Diana Thorson
•Maury Herman
•Gloria Valencia

Comments received included:

•While he opposes the HUB, the larger question needs to be resolved of whether their transect zones can achieve the goals they wanted
•One of the intents of T4 is to allow such areas with integration of small building footprints and medium density housing
•If those words have meaning, he would ask that they reject the report and if the developer decides to litigate, so be it
•Real issue is density in neighborhoods
•High density equals American greed
•If it takes a lawsuit, so be it
•There has been a lot of discussion about the lesser of two evils
•They want the opportunity to challenge the interpretation of the transect zones altogether
•Before they can qualify for parking incentives it needs to qualify under the transect zone
•A large block building is incompatible with the existing neighborhood
•The buildings are ugly
•When did Flagstaff residents become the lower man on the totem pole? All she hears about is college, college, college
•Students will be inviting their friends; will put more pressure on police and fire
•Has not seen anything about housing for veterans or disabled
•Time for everyone to vote; need to cut off the head of the snake

The following individual spoke in favor of the project:

•Rob Wilson

Comments received included:

•The modified zoning code was developed for projects like this
•Friends of Flagstaff's Future have asked to stop projects, but they continue
•Community has opposed three consecutive student housing projects
•Citizens asking for no HUB have been misled; it will be built regardless
•As requested, it is the most beneficial for Flagstaff
•Ideally located, next to the university and mass transit
•A councilmember was part of the Regional Plan committee and works for NAU, but is opposed to project

Councilmember Putzova noted that they were talking about high density housing. They were talking about living and working in smaller units; they never had a discussion about housing projects that were built exclusively and marketed to students. She does not want them to have the impression that the Regional Plan committee got what they asked for.

They realize there are deficiencies in the planning documents. None of them envisioned this is how the Zoning Code would be applied.

Councilmember Evans said that she was also on the Regional Plan committee and one of the things she had pointed out was that they spent over $800,000 working on the new Zoning Code, while she had to fight to get $30,000 allocated for the Regional Plan process. The Regional Plan is the guiding document and then the Zoning Code implements the guiding document. The community looks at the Regional Plan and the develoeprs look at the Zoning Code.

Jane Kuhn, representing NAU, addressed the Council stating that she had been asked to address any concerns related to NAU and the HUB project. She said that NAU did not invite the HUB to build this project; it is a private development. What NAU has been doing is addressing its housing units and enrollment growth. They are in conversations with the City of Flagstaff on how to remediate some of the parking problems caused as enrollment grows. That may look like a parking lot available 24 hours a day to commuter students. They are addressing as best as they can their growth. Enrollment growth is good for NAU and for the City. They know that the economic impact of NAU being part of the community is a lot and the City and NAU are grateful for that.

Mayor Nabours asked Ms. Kuhn if she knew what percentage of students in Flagstaff live on campus and how that compares to other universities. Ms. Kuhn said that they have 9,100 beds on campus and are breaking ground on an additional 620 beds. When completed they will have 9,700 beds on campus and that puts NAU in the top 1% of residential campuses. They have more housing on campus than 99% of other colleges in the nation.

They will be able to house 50% of the students attending campus; they had a little over 20,000 students this year. They will continue to watch their enrollment growth and demands for housing and as they can, they will continue to build on campus; however, not all students want to live on campus.

Councilmember Evans thanked Ms. Kuhn for attending the meeting. One of the things that has been lacking in the meetings is the fact that NAU has not been there. She said that one thing she hears a lot of is the question of why NAU does not build student housing south of the I-40, possibly through a PPP, to include housing for professors and staff.

Ms. Kuhn replied that in 2006 they actually did a study on providing faculty and staff housing. They put out an RFP and it came back that it was not feasible due to the cost of building in the community and in that area because of the grade changes. She said that it does not mean that it is off the table; it is a discussion that they have periodically.

Councilmember Evans said that another issue that comes up often is why the Code of Conduct for students at NAU does not apply off campus like at other universities. Ms. Kuhn said that actually they are working collaboratively with the City of Flagstaff. All Code of Conduct issues that come to them they are now getting involved with and if they are violating the Code of Conduct off campus and it is brought to their attention, they are bringing those students in. They are looking at a liaison position and once that position is filled, they will be able to do more of that.

Councilmember Evans said that when they talk about students they get grouped into one category, but there are those that do not always respect the neighborhoods. Ms. Kuhn said that NAU will be expanding on some of their educational programs. Last fall they produced a brochure on how to be a good neighbor and having the liaison position will help.

Councilmember Evans said that another issue is parking. She said that they have worked for eight to ten years to get a residential parking permit established. She was disappointed that NAU did not come to those conversations. The students cite the cost of parking in the NAU garage for why they do not use it. She asked if there was a way for NAU to find a cheaper parking lot or incentivize their employees to use it, realizing that NAU's funding has been cut as well.

Ms. Kuhn said that the parking permit this year is $400 and many choose not to buy. They tried to mitigate that and be a partner with NAIPTA and they have had thousands of students, faculty and staff take advantage of riding the bus. They are also looking to expand the commuter lot, and possibly building a remote lot for faculty and staff at a lower cost, and then they would have to ride the bus to their office on campus. She said that they tried that many years ago and it failed, but they are researching it again.

Councilmember Brewster asked if the new student housing being built on campus would include parking. Ms. Kuhn replied that they are building a 700 car parking structure; part of those spaces will be for the students and part will be for faculty.

John McCullogh then addressed the Council stating that his understanding of transect zones was not to be compatible, but to have similar uses with different elements of design, similar to what they have on the north side. He said that underparking is a policy, to drive people out of their cars and encourage them to bike, walk, use transit.

Councilmember Evans said that while the community may not have been there for the Regional Plan meetings, they thought the Council was looking out for them. The southside businesses use the parking spaces, but the residents don't care for that. There is already a parking program being worked on. She has been on the Council since 2008 and they have been talking about it all that time.

A break was held from 7:34 p.m. to 7:46 p.m.

The following individuals then addressed the Council:

•Mary Vasquez-Powell
•George Averbeck
•Kate Mahadry
•Nancy Branham, representing several people
•Frank Branham
•Bill Ring
•Marie Jones
•Charlie Silver

Comments received included:

•HUB project will negatively affect the Lady of Guadalupe Church
•They are trying to obtain national status for Lady of Guadalupe Church and this project will negatively impact those efforts
•Makes sense to find a solution to the traffic first

•Has worn many different hats; tonight was speaking as a member of the Beautification and Arts Commission, thinking back on decisions they have made in the past where they got it wrong
•He's more of a Plan C or Plan D person
•This project is inappropriate for where it is suggested
•Please do not be coerced by developer's statement that they can build by right; there is still the question of whether they need a CUP
•City needs to require sufficient parking
•This would be the building with the highest density in the City
•Speaking to the Mayor's Facebook comments...they realize that the developer has a right to build something on the project.
•They were the ones that bought it with the T4 zoning and decided to do transect zoning.
•She disputes the Mayor's claim that if they deny the Zoning Change they will build
•If they build under regular zoning, they are required to do one parking space per bed
•Believes that the City has the ability to ask for conditions in transect zones
•Ask Council to deny the request and oversee staff's negotiations with Core
•Would also ask that Core Campus make this a flagship project
•He and his wife own Cottage Place; they already have traffic and parking problems
•Part of the problem with the new parking program is that it is voluntary, block by block
•Speaking strictly as an individual, he lives three blocks from the HUB; there need to be findings.
•It is substantially underparked; the bulk and mass of the building is totally out of character, dominating its surroundings
•The Council cannot find this project to be in the benefit of the public's health, safety and welfare
•The City staff did not apply compatibility standard to this project; error of law
•He served on the Regional Plan committee and while they congenially disagreed on issues, they came to agreement about things like this; student housing should be compatible with its surrounding.
•This is about mega student housing projects which are coming online nationally; now they have the first one proposed for a neighborhood in a historic area of Flagstaff
•Is opposed; it makes a mockery of the city's Zoning Code. This project does not qualify for T4 and T5 zones for reasons previously stated
•Perhaps it is a ripe time for a moratorium while the City researches the High Occupancy Housing ordinance
•Something is not working; they need a Neighborhood Services Department

Ms. Schube said that they cannot lump all students together. They cannot lump all student housing programs together. They will work with the university. There is a Plan A and a Plan B; she asked which one was better. She said that her client is a property owner and taxpayer and they are going to build. The Planning and Zoning Commission voted 6-1 to approve this request. Staff has worked hard, and they have worked hard and have brought forward a proposal with three stories on all sides which will not be there if they build at existing zoning.

A break was held from 8:28 p.m. to 8:49 p.m.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to read Ordinance No. 2016-09 by title only for the final time, subject to the following: that the findings in Section 2-6 of the proposed ordinance have a basis that Section 7 is amended to make this ordinance contingent upon a mutually-acceptable Development Agreement approved by Council and applicant with changes to only the following sections of the proposed Development in the packet: 4.1, 5.1, 6.1.3, 6.3, 6.5, 6.6, 6.7, and 8.15.1; and a

further condition that the site plan shall be amended to conform to the proposal by the developer in the letter to Council dated March 18, 2016, regarding the setback of the fourth and fifth floors, and to correspond with that, Condition #2 of the proposed ordinance be deleted; Condition 3 of the proposed ordinance will be amended to limit the number of units to 232 and the number of beds to 635; that Condition 6 be deleted regarding parking as the Development Agreement will require the developer to contribute $500,000 the southside parking solutions; and Section 11 be amended to reflect that it only becomes effective 30 days following Council's approval of the Development Agreement, with any recitals in the ordinance to be amended to conform with these revisions.

Mayor Nabours said that he was happy to have a discussion about transect zones, but it was not the role of Council to tell staff how to interpret the Code, and it was not their role to interpret the Code. The Council can rewrite the Code if they think it is ambiguous or not in a format they like, but it cannot be done retroactively. This property has zoning rights. To him it comes down to Plan A and Plan B. This location is in the middle of an urban activity center within the Regional Plan. They do not want acres of parking in the middle of an urban activity center; they want to discourage that. For all of those reasons, the rezoning is a much more attractive project and one that in 15 years he would rather have than the other. He hears the concerns, he has read the e-mails, but it is not for Council to retroactively try and interpret or rewrite any of the code. If this gets resolved another way in court, so be it.

Councilmember Brewster said that during the turmoil of this development it has become clear that they do not want this development at all, but that is not a choice. They have a choice of approving the zoning and having a better development (but now they are required to have a super majority), or vote no and have a larger building. She said that tonight the no votes will determine what the building looks like.

Councilmember Putzova said that she has more to say, but she wanted to point out that it was not clear to her in the motion what the setback would be for the fourth and fifth stores.

Councilmember Evans said that she spoke last time at length on why she voted against this rezoning. Sitting here tonight she has more thoughts. She finds it interesting that the community has had to go out and seek a super majority petition for the third time. There are some individuals here that think that is a problem. They have been talking a lot about basic rules. She reminded everyone that the reason why residents were able to seek that super majority was because it is in the rules.

She said that it was also interesting that they were told there was an Option A or and Option B. There is an Option C, where the developers could have drawn a proposal, and gone back to the comjunity to present something they would like. She does not think that this new option was presented to the community. Also she thinks that the worse time to make a decision is picking between two evils.

She said that she also finds it interesting that people say that the residents in the neighborhood are confused about the question and what is at stake. Everyone that she has talked to understands what is at stake. There is also talk about building by right, but they have talked very little about those that live there. To say that the Council should not be concerned or it is not their role to look at or determine this situation is wrong. There have been a lot of people think that it is their role.

Councilmember Overton said that he was not there to sway anyone, but he has spent a tremendous amount of time understanding the relationship between the Regional Plan, a Specific Plan and the Zoning Code. He probably spent more of his effort with the Zoning Code because that is the regulating document that attaches to all properties. He has had

hundreds of property owners argue that they have a property right and cannot do what they want. He said that property rights have a value. The City can only do so much. There are the visionary documents and then they apply the true legal Zoning Code to it.

He said that sometimes they push the envelope a little bit and this case has required them to do that. It takes an underutilized site and does something different with it. They also need to recognize that there is a value in going through the exercise, recognizing the private property owner. In this case he has walked through every document. He has felt that they have gone through the process provided. They have guided an applicant through a difficult process. He believes that the transect zones make a lot of sense. It allows private ownership to work with neighborhoods to come up with building types. He has been supportive because it is an option and provides better flexibility in terms of trying to influence property owners.

Councilmember Overton said that they need to look at the entire community with land use in mind. He thinks it is manageable. He was supportive two weeks ago and will be tonight. The process they have gone through and the benefit of the revitalization is important. This is a positive and he wants to recognize the private property rights, and the rights of those in the neighborhood. He does not believe that Plan B is the way to go. He does not want to go down the legal road, but there is a venue there. He welcomes a discussion on the transect zones. He still thinks that they are a good thing.

Vice Mayor Barotz said that she has a different perspective re transect zoning. She recalls clearly that when this came before the Council, before amending the Code, that they were shown a lot of lovely drawings with images that suggested compatibility. They had little bungalows, two-story of three-story buildings, with coffee shops downstairs and apartments upstairs. She thought that by approving that policy behind the transect zoning that the standards developed by staff would reflect the policy choices that she thought they were going to be implementing. She sees that the standards, and the rules, and the charts allow for this kind of project. She did not understand that is what they would be getting.

She said that her purpose is not to go into a big discussion that. They know there are differences. She has talked to a lot of people in the community about this issue and spent a lot of time on it. She has listened. It is a difficult case, but the most important thing she can do is listen to most of the people. She believes that the community does understand the consequences or implications of a denial of the zoning. While the message may have been no on the HUB, that no on the HUB may not mean no to the HUB.

Councilmember Oravits said that he would be voting in favor, as before. He had a different perspective. He said that a lot of people are under the impression that a no vote is a stop the HUB vote. He appreciated the people coming out and a lot of the e-mails he has seen are about stopping the HUB. His wife thought it was too bug, and he wishes it was smaller, but he does appreciate the fact that it has been scaled down. With that said, there is a property right. He thinks that by voting no they will be blowing it. The reality is so clear. He is trying to do what is best for the community and trying to get the best deal for the community. He had someone ask him if he thought that $500,000 was enough for parking. He said that they contribute zero if they build by right. He urged his colleagues to get on board with this proposal, as the alternative is not good.

Councilmember Putzova said that they talk a lot about design and architecture. Those are not the items that they have to base their decision on. They have heard very little either from the developers or from staff to really help them articulate their findings either way. She thought that in the future it would be helpful that in rezoning cases they focus on the decision they have to make. She said that she knows this is technical and it is thought that if

the project in someone's mind meets the findings, then it is okay, but she asked that they also consider what it means that the project "adds to the public good and is in the public interest." A lot of what she heard was negative and she cannot get behind this zoning map amendment. To her, it is not about Option A, B or C. She cannot find ways that this would add to the public good.

Councilmember Evans added that they have talked a lot tonight about personal property rights, and that is not being challenged. She has heard a lot say to let them build it by right. What she is saying is that a rezoning is a community right; the community gets the right to weigh in on the decision. The community has not seen a clear, concise benefit in order to grant this right and that is why they have been here time after time.

Vote: 4 - 3

NAY: Vice Mayor Celia Barotz
Councilmember Coral Evans
Councilmember Eva Putzova

Since a super majority vote was required to approve the zoning map amendment, this request has failed.

A break was held from 9:15 p.m. to 9:23 p.m. Councilmember Overton returned at 9:25 p.m. and Councilmember Oravits arrived at 9:27 p.m.

2. **Consideration and Possible Adoption of Resolution No. 2016-18:** A resolution authorizing the execution of a Development Agreement between Core Campus Flagstaff LLC and the City of Flagstaff related to the development of approximately 2.39 acres of real property generally located at 17 S Mikes Pike. ***(HUB Development Agreement)*** ****ORDER CHANGED TO CONSIDER SECOND READ OF ORDINANCE PRIOR TO DEVELOPMENT AGREEMENT***

See Item 14-B-1 above

C. McMillan Mesa

1. **Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-08:** A resolution amending the *Flagstaff Regional Plan 2030* to change the area type designation on Maps 21 and 22 from Area in White area type to Existing Suburban area type for approximately 6.31 acres located at 1800 N. Gemini Drive. ***(McMillan Mesa minor Regional Plan Amendment)***

Mayor Nabours noted that he was opening the Public Hearing for all of the items related to McMillan Mesa.

Planning Development Manager Tiffany Antol reviewed the applications and provided a PowerPoint presentation, Exhibit B attached hereto and made a part hereof, which addressed:

MCMILLAN MESA VILLAGE - Regional Plan, Specific Plan, and Zoning Map Amendment
Regional Plan Amendment Request - Map
Specific Plan and Concept Zoning Map Amendment Request - Map

- Zoning Code Compliance
- Traffic and Access
- Water & Wastewater
- Stormwater

Citizen Participation
Recommendation
Regional Plan Amendment Request

- Greenhouse Gas Emissions and Energy Consumption
- Habitat Protection
- Water
- Water Quality
- Scenic Resources and Natural Setting
- Reinvestment
- Suburban Area Type
- Transit, Bicycle and Pedestrian

Councilmember Overton said that he understands the densities were swapped, but he is more concerned with taking inventory of business park out of the land use category and converting it to the housing stock. He had comfort thinking about the properties to the north. He asked if that issue was discussed and if they were concerned to be cutting into the R&D area. Mr. Antol said that it is a concern. She believed that in the original application she did a breakdown and this amount of rezoning equates to an increase of 4% reduction. The R&D area includes 486 acres of land. This amount of land to be rezoned constitutes 3% and 7% of the total vacant land within R&D.

Mayor Nabours said that there have been some stormwater issues on the mesa and he asked if they were past that issue now. Ms. Antol said that they have worked long and hard with stormwater. There have been issues with how to handle a regional detention facility. It has been a process that has moved and gone through multiple reviews. They continue to monitor on a case-by-case basis. It requires modification as each project goes through. More work will be done through the site plan process.

She said that she cannot promise there won't be a problem, but they know that the plan was designed to handle this amount of stormwater. They will continue to work with the developer to make sure that the LID and detention basin is proper.

Mr. Hotsenpiller with Mogollon Engineering said that the detention basins and stormwater facilities have been partially built and are being completed. Within this downzoning, the stormwater facilities will be overbuilt based on the amount of business park and R&D property that was there.

Mayor Nabours said that the recommendation from Planning and Zoning Commission has eight conditions, and he asked if those were acceptable to them. Mr. Hotsenpiller replied that they were.

Councilmember Putzova asked what the feedback from the community was on this zoning map amendment. Ms. Antol said that she did not attend either of the neighborhood meetings, but it was relayed that traffic was a big concern. At the first meeting before Planning and Zoning, they had a good sized crowd that attended. Three people spoke with one in favor and two represented concerns overall, which focused on traffic and why the staff did not require a new traffic impact analysis.

Councilmember Putzova asked if any concern was voiced about changing the land use designation from business park to residential. Ms. Antol said that there were some

comments that they would prefer commercial uses over residential.

Moved by Councilmember Scott Overton, **seconded by** Councilmember Coral Evans to read Resolution No. 2016-08 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 TO CHANGE THE AREA TYPE DESIGNATION OF APPROXIMATELY 6.31 ACRES OF REAL PROPERTY ON MAPS 21 AND 22 LOCATED AT 1800 N. GEMINI DRIVE FROM AREA IN WHITE AREA TYPE TO EXISTING SUBURBAN AREA TYPE; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to adopt Resolution No. 2016-08.

Vote: 7 - 0 - Unanimously

2. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-04:** An Ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff Zoning Map to rezone approximately 26.17 acres of real property located on McMillan Mesa, from Suburban Commercial (SC) to Medium Density Residential (MR) for 7.67 acres, from Research and Development (RD) to Medium Density Residential (MR) for 13.66 acres, and from Residential Single-Family (R1) to Public Open Space (POS) for 4.84 acres, and amending to the McMillan Mesa Village Specific Plan to reallocate 192 units from Development Area B to Development Areas C, D1 and D3. ***(McMillan Mesa Village Zoning Map and Specific Plan Amendments)***

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster read Ordinance No. 2016-14 by title only for the first time, as there was evidence to support Sections 2 through 4 of the proposed ordinance.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 26.17 ACRES OF REAL PROPERTY LOCATED ON MCMILLAN MESA, FROM SUBURBAN COMMERCIAL ("SC") TO MEDIUM DENSITY RESIDENTIAL ("MR") FOR 7.67 ACRES, FROM RESEARCH AND DEVELOPMENT ("RD") TO MEDIUM DENSITY RESIDENTIAL ("MR") FOR 13.66 ACRES, AND FROM RESIDENTIAL SINGLE-FAMILY ("R1") TO PUBLIC OPEN SPACE ("POS") FOR 4.84 ACRES, AND AMENDING THE MCMILLAN MESA VILLAGE SPECIFIC PLAN TO REALLOCATE 192 DWELLING UNITS FROM DEVELOPMENT AREA B TO DEVELOPMENT AREAS C, D1 AND D3; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Mayor Nabours said that due to the time he would like to move to Item 15-B next.

D. Ordinances re Open Space Designations

The following items are all proposed to address annexations, amendments to the flagstaff Regional Plan 2030 designations, and rezoning for City-owned land including Guadalupe Park, Highland Avenue parcels, Buffalo Park West, Observatory Mesa and Picture Canyon for public recreation and open space purposes and will be considered during one Public Hearing, following by individual actions.

Mayor Nabours noted that it was after 10:00 p.m. and a motion would be required to continue with the agenda items.

Councilmember Overton moved to continue with the agenda; Vice Mayor Barotz moved to postpone the remaining items.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to open the Public Hearings for all of the following items, to allow for public input this evening, and then postpone the Public Hearing to the April 5, 2016, Regular Meeting.

Vote: 6 - 1

NAY: Councilmember Scott Overton

1. Observatory Mesa

a. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-20**: 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 640.51 acres located in Section 12, Township 21 North, Range 6 East, which land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Public Open Space (POS) for 640.51 acres. ***(Observatory Mesa Annexation)***

b. **Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-12:** A resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Area in White area type and State Land to Parks/Open Space area type for approximately 2253.20 acres located on Observatory Mesa. ***(Observatory Mesa Minor Regional Plan Amendment)***

c. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-21:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1610.69 acres of real property located on Observatory Mesa, from Rural Residential ("RR") to Public Open Space ("POS"), and approximately 2.0 acres from Rural Residential ("RR") to Public Facility ("PF") and to apply the Resource Protection Overlay ("RPO") to approximately 640.51 acres. ***(Observatory Mesa Zoning Map Amendment)***

2. Picture Canyon

a. Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-18: 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 77.8 acres located in Section 4, Township 21 North, Range 8 East, which land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing no city zoning for said land. ***(Picture Canyon Annexation)***

b. Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-19: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 477.8 acres of real property known as Picture Canyon, from No Zoning (County) and Rural Residential (RR) to Public Open Space (POS), and to apply the Landmarks Overlay (LO), the Resource Protection Overlay (RPO) and the Rural Floodplain Designation to approximately 77.8 acres. ***(Picture Canyon Zoning Map Amendment)***

3. Buffalo Park Extension

a. Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-10: A resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Area in White area type to Park/Open Space area type for approximately 26.03 acres located at the northeast corner of Fir Avenue and North San Francisco Street. ***(Buffalo Park West Minor Regional Plan Amendment)***

b. Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-16: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 26.03 acres of real property located at the northeast corner of Fir Avenue and North San Francisco Street, from Single Family Residential (R1) and Public Facility (PF) to Public Open Space (POS), and to apply the Rural Floodplain Designation. ***(Buffalo Park West Zoning Map Amendment)***

4. Guadalupe Park

a. Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-09: A resolution amending the Flagstaff Regional Plan 2030 to change the area type designations on Maps 21 and 22 from Existing Suburban and Future Urban to Park/Open Space area type for approximately 1.07 acres located at 805 West Clay Avenue. ***(Guadalupe Park Minor Regional Plan Amendment)***

Laura Meyers, representing the La Plaza Vieja Neighborhood, read a statement of strong support for the proposed Regional Plan Amendment, adding that they appreciated the time and effort the City staff has put into support their neighborhood. She said that the rezoning of the park would assist with the Association's dedication to maintaining their cultural heritage within their neighborhood.

Mayor Nabours noted that the Public Hearing for all of the open space items would be continued on April 5, 2016.

b. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-15:** An ordinance of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.07 acres of real property located at 805 West Clay Avenue, from Highway Commercial (HC) to Public Facility (PF). ***(Guadalupe Park Zoning Map Amendment)***

5. **Highland Avenue Parcels**

a. **Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-11:** A resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Future Suburban area type to Park/Open Space area type for approximately 5.31 acres located off Highland Avenue. ***(Highland Avenue Minor Regional Plan Amendment)***

b. **Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-17:** An ordinance of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 5.31 acres of real property located off Highland Avenue from Highway Commercial (HC) to Public Facility (PF). ***(Highland Avenue Zoning Map Amendment)***

15. REGULAR AGENDA

A. **Discussion and Possible Action re:** Current Issues Before the Arizona Legislature

B. **Consideration to Remove Item from Table and Postpone**: Settlement Agreement and Release between the Hopi Tribe and the City of Flagstaff. ***(Removal of item from the table and postponing action to a future meeting)***
THE COUNCIL WILL NOT DISCUSS THIS ITEM - THEY WILL MAKE A MOTION TO REMOVE FROM THE TABLE AND POSTPONE TO A DATE SELECTED BY THE CITY MANAGER.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to remove this item from the table and postpone it to a date to be selected by the City Manager.

Vote: 7 - 0 - Unanimously

16. DISCUSSION ITEMS

None

17. FUTURE AGENDA ITEM REQUESTS

After discussion and upon agreement by a majority of all 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, FUTURE AGENDA ITEM REQUESTS

None

19. ADJOURNMENT

There being no further business to be discussed, the Regular Meeting of the Flagstaff City Council held March 22, 2016, adjourned at 10:09 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

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 22, 2016. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 5th day of April, 2016.

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 29, 2016
COUNCIL CHAMBERS
211 WEST ASPEN
4:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Special Meeting (Executive Session) of March 29, 2016, to order at 4:06 p.m.

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR NABOURS	NONE
VICE MAYOR BAROTZ (joined the meeting upstairs)	
COUNCILMEMBER BREWSTER	
COUNCILMEMBER EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

3. Recess into Executive Session.

Moved by Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to ARS 38-431.03(A)(3) and (4), respectively.

i. Juniper Point

ii. Hopi v. City of Flagstaff; City of Flagstaff vs. Arizona Snowbowl (CV2011 00701)

B. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to ARS 38-431.03(A)(1).

i. City Attorney/Interim City Attorney Appointment

Not discussed.

5. Adjournment

The Flagstaff City Council reconvened into Open Session at 6:14 p.m. at which time the Special Meeting adjourned.

_____
Mayor

ATTEST:

_____
City Clerk

WORK SESSION
TUESDAY, MARCH 29, 2016
COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
6:00 P.M.

MINUTES

1. Call to Order

Mayor Nabours called the Work Session of the Flagstaff City Council held March 29, 2016, to order at 6:20 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 work session, 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. Pledge of Allegiance

The Council and audience recited the pledge of allegiance.

3. 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 EVANS	
COUNCILMEMBER ORAVITS	
COUNCILMEMBER OVERTON	
COUNCILMEMBER PUTZOVA	

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea

4. Preliminary Review of Draft Agenda for the April 5, 2016, City Council Meeting.*

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

Councilmember Oravits asked about item 9-D regarding the grant agreement with the State Historic Preservation Office (SHPO); he asked if the City has an underlying ordinance regarding preservation issues and the need to have studies done. Community Design and Redevelopment Manager Karl Eberhard stated that the City has an obligation under federal law, because the City is using HUD money for the programs, to do a Section 106 review. This review is for the minor projects that Housing does and it is a consent process that allows City staff to approve rather than send the documentation to SHPO each time.

Councilmember Oravits stated that one of the things it says is that all projects funded or licensed by the federal government; he asked how that affects other historic projects and if it only relates to those that are federally funded or is there an ordinance that triggers the need for historic review. Mr. Eberhard explained that the agreement has no effect on other projects as SHPO does not review any other projects, however, the City does have a zoning ordinance that requires review of projects locally but they are unrelated.

Councilmember Oravits asked if the contract will push people to use this same process. Mr. Eberhard stated that the review and process is only for the work that the City does for its housing rehabilitation projects because the City is using federal funding for them. It has nothing to do with private development.

Councilmember Oravits stated that he will be requesting a FAIR regarding the historic studies required of people doing private historic projects in the city.

Mayor Nabours asked if a who person owns an old residence and wants to tear it down is able to do that. Mr. Eberhard explained that the zoning code requires a historic cultural study be done prior to demolition. This requirement would apply to commercial properties more than 50 years old and residential properties that were built prior to 1946.

Councilmember Oravits asked for an example of a project that would fall under the agreement. Mr. Eberhard offered that a HUD grant is used to replace the roof of someone who cannot afford to do it. The use of HUD funds trigger the need for the Section 106 review. This agreement authorizes staff to conduct this review and approve the project because SHPO trusts the City's program. This allows projects to be done much more quickly as the review does not have to be sent to Phoenix and go through the SHPO process which can often take a few weeks. There is a standardized form that is used and if the project does not meet certain requirements the City would then send it to SHPO for further review. The only change to the contract is that the term changes from five years to indefinite.

5. Public Participation

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

Mayor Nabours came to the public podium and asked Council to join him. He announced that it is Ms. D'Andrea's last Council meeting as she is moving on to Texas. Ms. D'Andrea has done a magnificent job as the City Attorney. He presented Ms. D'Andrea with a framed key to the

City with a plaque inside thanking her for her service. Vice Mayor Barotz thanked Ms. D'Andrea for her dedicated service and wished her luck as she moves on with new endeavors.

Mr. Copley introduced the new Public Works Director Andy Bertelsen and welcomed him to Team Flagstaff.

6. Service Partner Presentations - 2016

Management Services Director Rick Tadder stated that the Council will be hearing from ten service partners who will be giving an update on their recent work for the City. He provided a PowerPoint presentation that covered the following:

SERVICE PARTNER CONTRACTS
TODAY'S PRESENTATION

Executive Director of Coconino Humane Association Michelle Ryan continued the presentation.

COCONINO HUMANE SOCIETY
2015-2016 CITY OF FLAGSTAFF PRESENTATION
COMMUNITY BENEFITS FROM OUR PARTNERSHIP
ADVANCING COUNCIL GOALS
THE PEOPLE AND PETS IMPACT
AGENCIES THAT PROVIDE SIMILAR SERVICES
OVERVIEW OF FUNDING AND EXPENDITURES
THANK YOU

Councilmember Brewster asked if the Humane Association utilizes volunteers and how many they have. Ms. Ryan explained that they do not have a volunteer coordinator right now but do have a core set of 20 volunteers that are used for covering the Petsmart adoption centers and walking the animals so the kennels can be cleaned.

Diane Jarvis addressed Council and advocated for an increase to the yearly contract amount for Coconino Humane Association.

Anne Motteck on behalf of the Greater Flagstaff Forests Partnership continued the presentation.

GREATER FLAGSTAFF FORESTS PARTNERSHIPS 2015 ANNUAL REPORT
GFFP SERVES THE ENTIRE FLAGSTAFF COMMUNITY
GFFP ACTIVITIES/OUTCOMES
COUNCIL GOALS
GFFP PARTNERS (25+)
BUDGET
THANK YOU! QUESTIONS?

Jenn Runge on behalf of Northern Arizona Center Against Sexual Assault (NACASA) continued the presentation.

NORTHERN ARZIONA CENTER AGAINST SEXUAL ASSAULT
NACASA: MEDICAL AND FORENSIC RESPONSE PROGRAM FOR ADULT AND ADOLESCENT VICTIMS OF SEXUAL ASSAULT IN NORTHERN ARIZONA

HISTORY OF NACASA
STATISTICS & INFO
REQUEST FOR FUNDING
OVERVIEW OF FUNDING
QUESTIONS?

Mayor Nabours asked if a victim could go to their private physician or the emergency room to get the same services. Ms. Runge explained that victims always have the option to go elsewhere but their doctor and the emergency room can only provide the medical program and not the forensic piece; additionally, they would have to pay out of pocket for the doctor or emergency room where NACASA has no charge.

Bill Harris on behalf of the Science Foundation of Arizona continued the presentation.

SCIENCE FOUNDATION OF ARIZONA
SFAZ'S INVESTMENT IN FLAGSTAFF K-12
SFAZ INVESTMENT TO COCONINO COUNTY COMMUNITY COLLEGE
SFAZ STEM MENTORING PROGRAM IN FLAGSTAFF
SFAZ CONTINUES TO SUPPORT THE FLAGSTAFF FESTIVAL OF SCIENCE
RETURN ON INVESTMENT

Vice Mayor Barotz asked what the City contribution pays for directly. Mr. Harris explained that it helps pay a portion of the salary for 15-20 people who develop the programs that are being used in the schools. These people also leverage funding to obtain grants and other funding.

Councilmember Evans asked what the Science Foundation of Arizona's role was in the grant awarded to Killip School. Mr. Harris stated that the Science Foundation of Arizona wrote the grant proposal and is working directly with Killip School to carry out the plans that were laid out in the proposal as well as monitoring the progress of the project.

Steve Peru on behalf of the United Way of Northern Arizona continued the presentation.

Councilmember Evans excused herself from the dais for the presentation due to a conflict of interest.

UNITED WAY OF NORTHERN ARIZONA
UWNA MISSION
CITY OF FLAGSTAFF/UNITED WAY PARTNERSHIP
FY 15-16 COMMUNITY AGENCY PARTNERS
CITY OF FLAGSTAFF/UNITED WAY PARTNERSHIP PROVIDES RESULTS
CITY OF FLAGSTAFF/UNITED WAY PARTNERSHIP VOLUNTEER INCOME TAX ASSISTANCE
UNITED WAY AND FLAGSTAFF COMMUNITY PARTNERS THANK THE CITY COUNCIL FOR YOUR CONTINUED SUPPORT

Mayor Nabours asked why the VITA program was broken out specifically in the presentation. Mr. Peru explained that VITA is a distinct service that is provided for in the IGA and he wanted to bring the program to the Council's attention. Mayor Nabours asked what the $27,000 contribution pays for. Mr. Peru explained that it pays for the one person to oversee the program. VITA also receives grant funding from the IRS to help offset the cost of the program.

Councilmember Evans returned to the Council dais.

Chief Executive Officer Jack Callaghan for the Guidance Center continued the presentation.

THE GUIDANCE CENTER
ALCOHOL STABILIZATION UNIT
BENEFITS TO THE COMMUNITY
ALCOHOL STABILIZATION UNIT FUNDING
ALCOHOL STABILIZATION UNIT DEMOGRAPHICS

Dr. Nathan Velez continued the presentation.

PERFORMANCE MEASURES AND IMPROVEMENTS

President of the Board of Directors for Coconino Coalition for Children and Youth Beya Thayer continued the presentation.

COCONINO COALITION FOR CHILDREN AND YOUTH (CCC&Y)
19,303 children and youth ages 0-19 in Flagstaff
BENEFITTING FLAGSTAFF COMMUNITIES
CONNECTIONS
COMMUNITY PARTNERS
FUNDING AND EXPENSES

Board Chair Tim Hansen of the Boys and Girls Club continued the presentation.

BOYS AND GIRLS CLUB OF FLAGSTAFF
MEMBERS
FIVE CORE PROGRAM AREAS
COMMUNITY PARTNERS
WHY WE REQUEST CONTINUED FUNDING FROM THE CITY OF FLAGSTAFF

Mayor Nabours asked where the Boys and Girls Club stands on the operation of the Cogdill Center; he asked if it is paying part of its way or running at a deficit. Mr. Hansen stated that there is very little cost to the Boys and Girls Club in relation to the building; they provide some maintenance but the City provides most of the maintenance to the building. In terms of fees and cost recovery the Club has not been able to expand the membership much beyond the adjacent neighborhood and because most of the attendees are on scholarship they are not collecting the level of fees they had hoped to offset the operating costs and therefore are running at a bit of a deficit. The program is working successfully, additional membership will help the financial side.

Director of Educational Enrichment Sylvia Johnson on behalf of Family And Community Teaming for Students (FACTS) continued the presentation.

FAMILY AND COMMUNITY TEAMING FOR STUDENTS (FACTS)
15 YEAR PARTNERSHIP WITH CITY OF FLAGSTAFF
BEFORE & AFTER SCHOOL PROGRAMMING/SUMMER CAMP IWANNAGO
ADVISORY COUNCIL/PARTNERSHIPS
ATTENDANCE/OUTCOMES
ANNUAL OPERATING BUDGET
INCOME SOURCES
THANK YOU CITY OF FLAGSTAFF FOR YOUR TREMENDOUS SUPPORT

Councilmember Putzova asked what proportion of the students enrolled are coming from outside the public school system. Ms. Johnson stated that it is a very small number, perhaps around 12 students. She indicated that the number does increase slightly for holidays and

summer programs.

Councilmember Putzova asked how many of the enrollees come from low income families. Ms. Johnson explained that FACTS does not track that information specifically other than to identify those who are enrolled in the scholarship program.

Executive Director Myra Ferrel-Womochil of Victim Witness Services continued the presentation.

VICTIM WITNESS SERVICES
WE ADVANCE CITY GOALS
THE NUMBERS
FY 14-15 FLAGSTAFF COMMUNITY RECEIVED
COLLABORATION

Mayor Nabours thanked all of the presenters and stated that the information is important to the Council to help understand their programs, what they are doing and what the City's funding goes to. He stated that the service partner contributions will be discussed during the budget conversations in April.

Councilmember Putzova asked why the City treats service contracts so differently from other contracts. The Council does not ask the various contractors to provide to them where their funding sources come and how they spend their money. Mr. Tadder explained that these are community services that are being contracted for rather than receiving goods and services. Deputy City Manager Barbara Goodrich added that in past years many of the organizations were contacting the Councilmembers individually to provide updates and request funding; staff felt that providing an open forum for the organizations to address the Council all together was a solution. She and Mr. Tadder both expressed a willingness to change the process should Council have the desire to do so.

7. Review of Draft Agenda Items for the April 5, 2016, City Council Meeting.*

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

None

8. Public Participation

Bill Ring addressed Council to offer appreciation to Ms. D'Andrea for her service. He also indicated that he worked with Mr. Bertelsen at the County the City is lucky to have him on staff now at the City.

9. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests.

Councilmember Oravits requested a FAIR item for a Work Session with possible future action regarding the requirements for the cultural resources studies and the duties and the authorities of the Historical Preservation Officer/Department. He would like a staff presentation on all of the authorities and duties given to the Historic Preservation Officer and Department. He would also like to discuss any related ordinance or language that regulates the position. He would like a staff presentation on the section of the Zoning Code that authorizes the requirement for Cultural Resource Studies and some examples.

Councilmember Oravits reported that it appears that there is some work to do at the Senate concerning the Veterans Home. He stated that if anyone has any contacts at the Senate level now is the time to push Senators to approve the $10 million in the budget. He requested that Council put pressure on the Governor and all the Senators they can to approve the allocation.

Mayor Nabours requested the following three FAIR items:

1. Consider deleting any requirement that developers pay for a portion of the I-40 Lone Tree Interchange. This would be similar to the discussion about the I-40 Bridge.
2. Consider using Pine Canyon transportation fees for the Lone Tree road improvements.
3. Discussion, input and direction from Council concerning Old Walnut Canyon road. The road is used by Flagstaff citizens all day long. Part of the road is on Forest Service Land and part of it is on private property. He would like to get a better understanding of the issues and discuss the option of making it a City maintained road.

Councilmember Evans thanked Ms. D'Andrea for serving as the City Attorney and wished her the best of luck on her new endeavor.

Councilmember Evans requested a CCR with a possible FAIR item to follow on the local preference points that are awarded on Design Build and CMAR. She would like to know what the definition of local is, the difference between Design Build and CMAR and their uses. There is a feeling in the community that by using a Design Build the local architects are excluded. She would like to get a better understanding of the process before deciding if she would like to request a FAIR item.

Ms. D'Andrea stated that it has been a pleasure to work for the City of Flagstaff and she thanked the Council for the key to the City.

10. Adjournment

The Flagstaff City Council Work Session of March 29, 2016, adjourned at 8:23 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Action on Liquor License Application: Tek Kafley, "India Palace", 103 W. Birch Ave., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

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

Key Considerations:

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

The deadline for issuing a recommendation on this application is April 14, 2016.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on March 11, 2016. No written protests have been received to date.

Attachments:

India Palace - Letter to Applicant
Hearing Procedures
Series 12 Description
India Palace - PD Memo
India Palace - Code Memo
India Palace - Tax Memo

OFFICE OF THE CITY CLERK

March 7, 2016

India Palace
Attn: Tek Kafley
103 W. Birch Ave.
Flagstaff, AZ 86001

Dear Mr. Kafley:

Your application for a new Series 12 liquor license for India Palace at 103 W. Birch Ave., was posted on March 11, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, April 5, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on March 31, 2016 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

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

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

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

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

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

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

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

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

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

MEMORANDUM

Memo # 16-017-01

TO: **Chief Kevin Treadway**

FROM: **Sgt. Matt Wright**

DATE: **March 2, 2016**

RE: **LIQUOR LICENSE APPLICATION – SERIES 12- FOR "India Palace"**

On March 2, 2016, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Tek Kafley (agent), Keshar Lama, Tulasi Baskota, and Jagadip Lamsal (controlling persons). India Palace is located at 103 W. Birch in Downtown Flagstaff. This is an application for the new series 12 license #12033394. These applicants have recently purchased the restaurant and kept the name. It is required by the Arizona Department of Liquor they get a new series 12 license to accurately show the correct owners on the license.

I conducted a query through local systems and public access on Tek Kafley, Keshar Lama, Tulasi Baskota, and Jagadip Lamsal and nothing negative was found. I spoke with Tek at his restaurant. Tek said he and the other applicants would be responsible for the day to day operation of the business. Tek said they are currently operating with an interim liquor license and understood his obligations that the series 12 license requires. Tek Kafley, Keshar Lama, Tulasi Baskota, and Jagadip Lamsal have not attended the mandatory liquor law training course yet but plan to do so.

No liquor law violations could be located for Tek Kafley, Keshar Lama, Tulasi Baskota, and Jagadip Lamsal as this will be their first liquor license.

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

Planning and Development Services Memorandum

February 23, 2016

TO: Stacy Saltzburg, Deputy City Clerk

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

FROM: Tom Boughner, Code Compliance Mgr. TB

RE: Application for Liquor License #12033394
103 West Birch Avenue, Flagstaff, Arizona 86001
Assessor's Parcel Number 100-19-017
Tek Kafley on behalf of India Palace.

This application is a request for a new, Series 12 restaurant liquor license, by Tek Kafley on behalf of the India Palace restaurant. This restaurant is located within the Central Business district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.

Liquor License Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Sandy Corder, Interim Revenue Director

Date: February 24, 2016

Re: Series 12 Liquor License – India Palace

I have reviewed our records for India Palace and I have no objection to approval of this liquor license.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Action on Liquor License Application: Lynn Shulman, “Majestic Marketplace", 601 E. Piccadilly Dr., #95, Series 07 (beer and wine bar) and Series 09 (liquor store - all spirituous liquor) with sampling privileges, Person and Location Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 07 and Series 09 licenses must be obtained through the person/location transfer of an existing license from another business. The Series 07 license is being transferred from Omar Castro with Pizza By George, located in Flagstaff and the Series 09 license is being transferred from Gus Baber from Winona Trading Post just outside Flagstaff.

The applicant is requesting to stack the Series 07 and Series 09 licenses which is permitted. The two licenses together would allow the business to operate both as a liquor store that sells all spirituous liquors in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises, as well as a beer and wine bar that serves beer and wine to be consumed on the premises. Sampling privileges are also being requested at this location.

The property has been posted as required, and the Police, Community Development and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

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

Key Considerations:

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

The deadline for issuing a recommendation on this application is April 16, 2016.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on March 15, 2016. No written protests have been received to date.

Attachments:

Majestic - Letter to Applicant
Hearing Procedures
Series 07 Description
Series 09 Description
Majestic - PD Memo

OFFICE OF THE CITY CLERK

March 22, 2016

Majestic Marketplace
Attn: Lynn Shulman
2532 N. 4th St. #344
Flagstaff, AZ 86004

Dear Ms. Shulman:

Your applications for a Person/Location Transfer Series 7 and 9 (with sampling privileges) liquor licenses for Majestic Marketplace at 601 E. Piccadilly Dr., #95, was posted on March 15, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, April 5, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on April 4, 2016 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 07 Beer and Wine Bar License

Transferable (From person to person and/or location to location within the same county only)
On & off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

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

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

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

License Types: Series 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)
Off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

MEMORANDUM **Memo #16-023-01**

TO **Chief Kevin Treadway**

FROM **Sgt. Matt Wright**

DATE **March 17, 2016**

REF **Series 9 Liquor License Application for a Person to Person and Location transfer for Majestic Marketplace**

On March 17, 2016, I initiated an investigation into an Application for a Person to Person and Location Transfer on a series 9 (Liquor Store) liquor license for Majestic Marketplace. Majestic Marketplace is located at 601 E. Piccadilly Drive #95 in Flagstaff. The license number is 09030034. Lynn Shulman is the new owner of the liquor license. Lynn purchased the license from Gus Baber the previous owner of the Winona Trading Post just outside of Flagstaff.

I spoke with Lynn Shulman the listed agent on the application. Lynn said she is the sole owner of business. Lynn explained she owns other gas stations in Flagstaff and is currently selling the Majestic Mobil on south Milton. Lynn is planning to open the new business in May or June when the construction is complete. Lynn said the new store will be a combination of a full liquor store and a beer and wine bar. The liquor store and beer and wine bar will have physical barriers separating the two. Lynn indicated she is in the process of taking the mandatory liquor law training courses again and confirmed all of her employees will take the training courses as well. Lynn plans to manage the day to day business. Lynn said her business hours would be from 9:00 a.m., to 1:30 a.m., seven days a week.

I conducted a query through our local systems and public access on Lynn Shulman and found no derogatory records. I checked three other liquor licenses Lynn owns. I found Lynn had three listed violations in 2013, but these were dismissed prior to the end of the investigation. No other derogatory records were found. I confirmed with the Arizona Department of Liquor Licenses and Control that "stacking" a series 7 (beer and wine bar) and series 9 (liquor store) licenses is acceptable as Lynn has also applied for a series 7 license at the same location. The proposed license location is outside of 300 feet from any church or school.

Based on this investigation I recommend approval of the Application for the Person to Person and Location Transfer of this license.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Action on Liquor License Application: Danny Thomas, “Aspen Inn Suites", 1008 E. Route 66, Series 07 (beer and wine bar), Person Transfer.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 07 licenses must be obtained through the person transfer of an existing license from another business. Aspen Inn Suites was recently sold and the license must be transferred to the new owner. The property has been posted as required, and the Police, Community Development and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

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

Key Considerations:

Because the application is for a person transfer, consideration may be given to the applicant's personal qualifications only.

A Series 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

The deadline for issuing a recommendation on this application is April 30, 2016.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on March 16, 2016. No written protests have been received to date.

Attachments:

Aspen - Letter to Applicant
Hearing Procedures
Series 07 Description
Aspen - PD Memo
Aspen - Tax Memo

OFFICE OF THE CITY CLERK

March 22, 2016

Aspen Inn Suites
Attn: Danny Thomas
PO Box 1961
Flagstaff, AZ 86001

Dear Mr. Thomas:

Your application for a Person Transfer Series 7 liquor license for Aspen Inn Suites at 1008 E. Route 66, was posted on March 16, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, April 5, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on April 5, 2016 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 07 Beer and Wine Bar License

Transferable (From person to person and/or location to location within the same county only)
On & off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

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

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

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

Memo #16-022-01

MEMORANDUM

TO: **Kevin Treadway**

FROM: **Sgt. Matt Wright**

DATE: **March 17, 2016**

REF: **Series 7 Person to Person transfer of a liquor license for Aspen Inn Suites**

On March 17, 2016, I initiated an investigation into an application for a series 07 (Beer and Wine bar) liquor license person to person transfer filed by Danny Thomas (agent) and Tejesh Patel (controlling person). Tejesh has recently purchased Aspen Inn Suites. Danny Thomas is the agent on the license for administrative purposes only. Aspen Inn Suites is located at 1008 E. Rt. 66 in Flagstaff. This application is license number 07030016.

Tejesh Patel has purchased the Aspen Inn Suites along with the liquor license previously owned by Viral Patel. Tejesh will work onsite and operate the day to day business. Tejesh has taken the mandatory liquor law training courses. The hotel plans to continue selling beer and wine during daily happy hour events for their hotel guests on sight.

A query through local systems and public access was conducted on Tejesh Patel. No derogatory records were found in the past five years. No liquor violations could be found for Tejesh Patel.

As a result of this investigation I find no reason to oppose this series 7 person to person transfer and recommend approval to the council.

Liquor License Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Sandy Corder, Interim Revenue Director

Date: March 14, 2016

Re: Series 07 Liquor License – Hotel Aspen Inn Suites

I have reviewed our records for Hotel Aspen Inn Suites, dba DGUY, LLC, and I have no objection to approval of this liquor license.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, Deputy City Clerk
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Action on Liquor License Application: David Smith Jr., "Root Public House", 101 S. San Francisco St., Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

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

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

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

Key Considerations:

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

The deadline for issuing a recommendation on this application is April 25, 2016.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on March 16, 2016. No written protests have been received to date.

Attachments:

Root Public - Letter to Applicant
Hearing Procedures
Series 12 Description
Root Public - PD Memo

OFFICE OF THE CITY CLERK

March 22, 2016

Root Public House
Attn: David Smith Jr.
3440 W. Wilson Dr.
Flagstaff, AZ 86001

Dear Mr. Smith:

Your application for a new Series 12 liquor license for Root Public House at 101 S. San Francisco St., was posted on March 16, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, April 5, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on April 5, 2016 and the application may be removed from the premises at that time.

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

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable
On-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

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

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

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

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

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

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

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

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

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

MEMORANDUM

Memo #16-021-01

TO: **Chief Kevin Treadway**

FROM: **Sgt. Matt Wright**

DATE: **March 17, 2016**

RE: **LIQUOR LICENSE APPLICATION – SERIES 12- FOR "Root Public House"**

On March 17, 2016, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by David Smith and Jeremy Meyer. David and Jeremy are the owners of a new restaurant called Root Public House. David Smith and Jeremy Meyer are the only listed owners and will run the day to day operations. The restaurant will be located at 101 S. San Francisco Street in downtown Flagstaff. This is the site of the old Mad Italian Bar. This application is for a series 12 license #12033395.

I conducted a query through local systems and public access on David Smith and Jeremy Meyer. No derogatory records were found on David Smith. I found that Jeremy had been arrested for DUI in 2012 but has since completed all of his court mandates. David Smith and Jeremy Meyer have attended the mandatory liquor law training course and provided proof.

I spoke with David Smith who stated that this is the first liquor license for both he and Jeremy. David stated that he is a chef and has worked with Criollo Latin Kitchen and Proper Meats. David and Jeremy have never received any liquor law violations. David said the business will be a restaurant and have no plans to operate as a bar or a nightclub after hours. David explained that he would be using the roof top as a dining area for the restaurant. David confirmed he had no plans to have live music, DJ's or any loud music on the roof top. David said he does not have any plans to take part in the Tequila Sunrise event. David said the renovations are ongoing but hoped to open by June 1, 2016, if not sooner.

As a result of this investigation the recommendation to Council is for approval of the series 12 license.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Approval of Contract: Independent Contract Agreement (ICA) with Salt River Project for the Upper Lake Mary Watershed Monitoring Project.

RECOMMENDED ACTION:

Approve ICA with Salt River Project (SRP) and approve three (3) proposals to maintain the LM-WC TAC's flowtography equipment within the Upper Lake Mary Watershed and to instrument two (2) additional sites, authorizing Utilities to spend a total of $67,860.00 in FY16.

Executive Summary:

Upper Lake Mary (ULM) is an essential water source to the City of Flagstaff. Large-scale forest thinning efforts under the Flagstaff Watershed Protection Project (FWPP) and Four Forest Restoration Initiative (4FRI) are planned for the ULM watershed starting in 2019 and 2023, respectively. While there is limited research available regarding how altering the watershed by thinning a forest may change surface water runoff and aquifer recharge, the exact response of these hydrological conditions are largely unknown and should be documented. Utilities is recommending the City contract with SRP to maintain the flowtography equipment paid for by the Lake Mary-Walnut Creek Technical Advisory Committee in 2014. SRP has been monitoring 13,000 acres of watersheds within their service area for over a millennia, with the motto "We Measure It To Manage It." SRP has instrumented 12 watersheds of similar size, elevation, and forest type near Williams with the same equipment. One of the benefits of the City partnering with SRP is the continuity of data management across all of these watersheds.

Financial Impact:

In October 2015, the City's Budget Team approved a one-time ask of $47,860 in FY 2016 from the Utilities Contingency budget to maintain what is currently instrumented. Utilities budgeted $15,000 in FY 2016 to instrument two additional sites (202-08-304-1061-0-4290) and FWPP bond program (407-09-425-3277-1-4290) has budgeted $5,000 towards this project for a total project cost of $67,860 in FY 2016.

Connection to Council Goal and/or Regional Plan:

2) Ensure Flagstaff has a long-term water supply for current and future needs
11) Ensure that we are as prepared as possible for extreme weather events

Has There Been Previous Council Decision on This:

Council supported purchasing the flowtography equipment on April 1, 2014 for $14,850.00.

Options and Alternatives:

Approving the contract with SRP would bring a highly functional system of data collection to Utilities and to the many partners with research interests in the watershed. Not approving the contract with SRP would mean Utilities staff would look for an equally robust, but likely more costly or complex alternative monitoring plan.

Background/History:

In 2013, NAU Geology Professor, Abe Springer, presented his "Paired Watershed Study" to the LM-WC TAC. The TAC agreed that the project was important to begin prior to the occurrence of the FWPP and 4FRI thinning projects, as baseline information. The TAC agreed to purchase the flowtography equipment and made the recommendation to City Council, along with instrumenting Newman Canyon with a USGS flow gauge and sediment sampler. Council agreed and the equipment was installed by SRP. After one year, the plan for NAU to take over operation, maintenance and data management for the flowtography equipment from SRP could not be fulfilled, which left the project at risk. The Rocky Mountain Research Station at NAU provided a letter on October 21, 2015 stating that while the they were not successful in taking over the monitoring duties, they are in full support of the Utilities Division to contract with SRP in order to ensure a robust and continuous data record that is available to the public.

In October 2015, Utilities approached the Budget Committee with a plan to fund SRP to continue their services at the sites. This ask to spend Utilities Contingency money was approved. Utilities is proposing the annual maintenance and data management of these sites be approved by Council for the FY17 budget. Additionally, Utilities recommends adding the cost for transducers at the six (6) flowtography sites and three (3) precipitation gauges to the FY17 budget, as well as on-going funds to maintain the equipment and manage the data. These equipment and data will round out Utilities Upper Lake Mary Watershed Monitoring Project and will be useful for making decisions on how to maintain the watershed in the future.

Key Considerations:

This work will likely support a larger research effort that's been proposed by Northern Arizona University, which is to study how watersheds within the ULM watershed respond hydrologically to different forest thinning treatments and maintenance practices. It will take years however before there is enough data and analyses to make recommendations regarding which maintenance practices promote surface water runoff to ULM and recharge to the C aquifer. It is essential that Utilities collects the necessary baseline hydrological monitoring information in order to contribute to future watershed management decisions.

Baseline monitoring of the watershed includes flowtography (time-lapsed photo records of surface water runoff conditions in six (6) locations in the ULM watershed) and a USGS flow gage and sediment sampler in Newman Canyon (a significant tributary to ULM). Should Council adopt Utilities budget for FY17, three (3) precipitation gauges and six (6) pressure transducers will be installed in the ULM watershed to compliment the data being collected. The FY17 budget includes on-going dollars to support continues maintenance and data management of all equipment.

Expanded Financial Considerations:

Based on the specific type of work done by Salt River Project, it has been shown that in order to match the existing equipment and 12 other watersheds near Williams, AZ. It will have the same similar size, elevation, and forest type which is the one major benefit in partnering with Salt River Project and maintaining continuity of data management across this entire area.

The work we are conducting is actually part of the larger “Paired Watershed Study” that was incorporated into the Four Forests Restoration Initiative Record of Decision. The contract and proposals are to support operation and maintenance of equipment that SRP has already installed. For one, it has been proven very difficult for another agency (Rocky Mountain Research Station) to successfully take over the operation, maintenance and data management of the equipment due to the incredible amount of unique design and large data files to manage and share with the public. If we were to try to contract out operation, maintenance and data management to a consulting firm or agency we risk losing data as well as likely having to pay them to get up to speed on processing the information. Additionally, SRP has instrumented 12 watersheds in the Williams area with the same equipment. It only makes sense for project continuity to contract with SRP. If we chose not to, there is a risk to the Paired Watershed Study that the information collected in Williams and in Flagstaff would not be use-able to draw comparisons.

For these reasons, it has been determined that a Sole Source Justification is appropriate in this case. A copy of the Article 18 Sole Source Procurement documentation is included as an attachment.

Community Benefits and Considerations:

As of November 2015, all information collected within the ULM watershed will be made available to the public.

Community Involvement:

Inform
Consult
Involve
Collaborate
Empower

Attachments: Sole Source Procurement Attachment
Agreement
DRAFT-SRP Flowtography Independent Contractor Agreement
Proposal A
Proposal B
Proposal C

The Purchasing Section has researched and reviewed sole source justification and we are recommending a "Sole Source" procurement under **Article 18 "Sole Source"** of the City's Procurement Code Manual as follows:

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

INDEPENDENT CONTRACTOR AGREEMENT (ICA)
City of Flagstaff SRP Flowtography™ Equipment Installation and O&M Costs
City of Flagstaff Contract No. 2016-1061

This Independent Contractor Agreement (hereinafter "Agreement") is made between *City of Flagstaff* with its principal address at 211 West Aspen Avenue, Flagstaff, Coconino County, Arizona (the "Client") and the **SALT RIVER VALLEY WATER USERS ASSOCIATION** (the "Association").

RECITALS

A. The Client desires to obtain O&M services [for its existing 6 SRP Flowtography™ sites in the Upper Lake Mary Watershed.

B. The Client desires to have installed 1 SRP Flowtography™ station and to obtain O&M services for the site at Newman Canyon in the Upper Lake Mary Watershed.

C. The Client desires to have installed 1 SRP Flowtography™ station and to obtain O&M services for the site at Upper Lake Mary Dam.

D. The Association agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, SRP and Client agree as follows:

SCOPE OF WORK

Client engages the Association to furnish the work described in **Schedule A**, attached hereto and by this reference incorporated herein. The Association agrees to furnish the work in accordance with Schedule A. Client is responsible for obtaining all necessary permits, which may include land access agreements and/or permits necessary to install and maintain the monitoring equipment.

COMPENSATION AND PAYMENT

Client agrees to pay the Association in accordance with the compensation and payment terms set forth in **Schedule B**. The Association agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits and receipts as Client shall request in order to acknowledge payment.

MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS

The Association shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this Agreement.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Association is an independent contractor and is not an employee, servant, agent, partner or joint venturer of Client. Client shall determine the work to be done by the Association, but the Association shall determine the means by which it accomplishes the work specified by Client. Client is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Association. Neither the Association nor its employees shall be entitled to receive any benefits which employees of Client are entitled to receive and shall not be entitled to worker's

compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Client.

EMPLOYEES OF CONTRACTOR

The Association shall be solely responsible for paying all FICA and other taxes, worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Association and its employees, servants and agents.

INSURANCE

The Association is self-insured.

NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

CONFLICT OF INTEREST

The City may, by written notice to SRP, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S §38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the City of Flagstaff is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter.

DOCUMENTATION AND RECORD KEEPING

The City and SRP will retain all records that are pertinent to the activities to be funded under this Agreement.

The City and SRP will retain all records pursuant to the City's and SRP's record retention policy. Records must be retained longer if any litigation, claim, or audit is stated before the expiration of the record retention period.

DISCLOSURE

The City and SRP understand that services performed under this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of the City's or SRP's responsibilities with respect to services provided under this Agreement, is prohibited by Arizona State Law unless written consent is obtained from such person receiving service.

ACKNOWLEDGEMENT

Both parties shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff, Utilities Division funds towards the Project, and SRP's services & technology, in all instances where the project is mentioned.

DATA/INFORMATION REQUEST

The City owns any data produced or purchased during the term of this Agreement and has the right's to obtain, reproduce, publish or otherwise use the data/Information or authorize others to receive, reproduce, publish or otherwise use the data/Information as provided by the City of Flagstaff (see TERM below). All data requests will transact directly between City of Flagstaff and SRP. Further distribution of the data will be conducted by City of Flagstaff. See **Schedule C** for terms and conditions.

NO AUTHORITY TO BIND CLIENT

Neither the Association nor Client has authority to enter into contracts on behalf of, or authority to bind the other party.

NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt.

ENTIRE AGREEMENT

This is the entire Agreement between the parties with respect to the subject matter hereof and can only be supplemented, amended or revised in writing that is signed by each of the parties.

ASSIGNMENT

The Association may not assign any of its rights or duties under this Agreement without the prior written consent of Client.

TERM

This Agreement is effective **November 1, 2015** and shall continue in effect until cancelled by either party upon thirty (30) days written notice to the other party. In the event Client cancels, Client shall reimburse the Association for expenses incurred to the 30 day concluded date, or otherwise as mutually agreed to. A plan to convey any raw data, to transfer images, or data hosting web services will be evaluated within the 30 day time frame. SRP has no obligation beyond the 30 day notice to facilitate or retain the data, unless otherwise agreed to by the parties and recorded with signatures.

LAW

This Agreement shall be governed and construed in accordance with Arizona law and venue shall be in Maricopa County.

The parties have executed this Agreement this _____ day of _____, 2016.

CLIENT- CITY OF FLAGSTAFF	THE SALT RIVER VALLEY WATER USERS' ASSOCIATION
By_____	By_____
JOSH COPLEY	LEE W. ESTER
Its: City of Flagstaff Manager	Its: Manager, Water Measurement for SRP

ATTEST: CITY CLERK

By_____

APPROVED AS TO FORM: CITY ATTORNEY

By_____

SCHEDULE A

SCOPE OF WORK

**Equipment Installation and Operation and Maintenance Services –
Effective November 1, 2015**

Proposal for

1) ***Upper Lake Mary Watershed equipped with SRP Flowtography™ Stations Proposal to Provide Equipment O&M Services.***

2) ***Proposal for 1 SRP Flowtography™ Station Installation and Equipment O&M Services at Newman Canyon.***

3) ***Proposal for 1 SRP Flowtography™ Station Installation and Equipment O&M Services at Upper Lake Mary Dam.***

Stabilization Period:

1) When new equipment is installed, a 30-day period of stabilization should be anticipated. During this period, the equipment will be evaluated for solar/battery performance, time lapse image collection, and ability to connect to the cellular network (in this case, Verizon with infrastructure located on Mormon Mountain).

2) Flowtography is designed to operate on the Verizon network. SRP is not responsible for the operation of the Verizon network or its performance, or the ability of the Flowtography equipment to suitably connect and transfer images via the Verizon network to the third party image hosting web service (Drone Command Hub). SRP is not responsible for loss or inability to connect to the Verizon cellular network, or for service issues at the Drone Command Hub web service.

Equipment/Components:

1) Equipment components and assurances of quality construction, including periods of stated warranty for specific integrated equipment will be subject to each manufacturer's warranty statement and terms. SRP does not directly warrant manufacturer-specific components. SRP costs to facilitate repairs due to manufacturers warranted items will be invoiced as required.

2) City of Flagstaff is responsible for any equipment damage, acts of vandalism, fire, damages from weather, or any other acts/consequences.

3) Equipment outages/ malfunctions/breakdowns can result in loss of image collection and subsequent record. SRP is not responsible for loss of image collection.

4) Inclement weather and extreme cold can affect the performance and operation of the Flowtography system. For example, snow covering a solar panel to the extent that it is unable to satisfactorily provide the electrical requirements necessary to sustain the operation of the system.

5) Performance of the Flowtography electronics, battery, and other components is subject to each manufacturer's operating temperature range for its products and equipment.

SCHEDULE B

COMPENSATION AND PAYMENT (Summary)

Equipment Installation and 9 Month Operation and Maintenance Costs

	Proposal	New Hardware Costs	New Installation Costs	O&M Costs for 9 months*
1.	***Upper Lake Mary Watershed equipped with SRP Flowtography™ Stations Proposal to Provide Equipment O&M Services.***			**$35,010**
2.	***Proposal for 1 SRP Flowtography™ Station Installation and Equipment O&M Services at Newman Canyon.***	**$3,512**	**$4,234**	**$6,473**
3.	***Proposal for 1 SRP Flowtography™ Station Installation and Equipment O&M Services at Upper Lake Mary Dam.***	**$3,512**	**$4,234**	**$5,723**
	Totals (applicable taxes not included)	**$7,024**	**$8,468**	**$47,206**

Ad hoc Data Summary Reports

At the request of the City of Flagstaff, SRP can produce Annual, Seasonal or quarterly Reports (per contractual year – see Note below).

The cost to produce the reports are as follows:

	Report Type	Cost per Report	Total Costs*
1.	***Annual Report (6 sites, no quarterly reports)***	**$12,000**	**$12,000**
2.	***Seasonal Reporting (6 sites, no annual report, no quarterly report)***		
	Winter (Oct 1st to May 31st)	**$10,000**	
	Summer (June 1st to September 30th)	**$6,000**	**$16,000**
3.	***Quarterly Reports (6 sites, no annual report, no seasonal report)***	**$5,000**	**$20,000**
	Annual Summary of Quarterly Reports	**$4,000**	**$4,000**

*** (applicable taxes not included)**

Reports will contain the following information:

1) Period of Record.
2) Stage Hydrograph for each site.
3) Flow Hydrograph for each site (Provisional Flow data calculated using derived flow equations)
4) Statement of what occurred at each site.
5) Service record of each site.
6) General observations and analysis/comments

Note: Reporting excludes Upper Lake Mary Dam and Newman Canyon sites. These sites are observational only (image collection - no data services or interpretation).

Payment Terms

All invoices will be accompanied by a brief description of equipment and/or services provided by site, date, and purpose. Compensation (price) in this Agreement is based upon fixed costs. Invoices are due and payable within 30 days. For each calendar month, or fraction thereof, that payment is late, the Client shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

Equipment and Installation

During the equipment implementation of the project, SRP will invoice in advance for 50% ($7,746) of the total estimate. The funds will be used directly towards the purchase of equipment and preparing site infrastructure. The balance of the costs will be invoiced when the sites are completed (Equipment and Installation Costs Total $15,492 for Newman Canyon and Upper Lake Mary Dam).

O&M Recurring Costs - Invoicing

At such time that the initial installations are complete, each site will enter into the operational and maintenance phase of the project. Invoicing for routine services will occur at regular intervals and will be submitted subsequent to scheduled (or unscheduled break fix service events initiated by City authorization).

SCHEDULE C

City of Flagstaff Information* Request

Current Contract Date Range – Effective November 1, 2015 (*from Schedule A)*

Date requested: _____ **Date needed:** _____

Person requesting the information: _____

Primary contact person: _____

Phone: _____ **Email:** _____

What specific information is being requested?

_____
_____
_____

Transfer method (FTP, floppy disk, USB stick, other):

_____
_____
_____

Comments:

_____
_____
_____
_____

*Information is comprised of raw SRP Flowtography™ images or subsequent data developed from the post-processing of those images. Information eligibility is limited to that which was collected during periods of contracted service(s). *Engineering specifications, proprietary technology and other information, such as but not limited to, field surveys, predictive equations, etc are not eligible.*

By signing this page the person requesting the Information agrees to the following conditions:

- In no event shall SRP be liable for any damages whatsoever resulting from or related to any use of the Information, including, but not limited to, direct, indirect, special, incidental, consequential or exemplary damages whatsoever.
- City of Flagstaff further agrees to indemnify and forever hold harmless SRP from and against any claims, demands, lawsuits, actions and/or causes of action, whether in tort or contract, whether known or unknown, that may hereafter, or at any time, be made or brought against SRP by any person or entity arising out of or in any way connected to the Information disclosed subsequent to this request.
- The undersigned hereby agrees to the above terms and conditions and represents that he/she has the authority to execute this agreement on behalf of the City of Flagstaff.
- Information provided by SRP to City of Flagstaff will be distributed further at the discretion of City of Flagstaff.
- I agree to the SRP Information Request Fee Schedule as follows:
    - Any person requesting Information may be invoiced for SRP's services at the following rate. Payment may be required before any information is released:
        - $145 per hour, (half hour minimum)

Name (print): _____ for City of Flagstaff

Signature: _____ Date: _____

For SRP Use:

Information request processed by: _____

Labor hours: _____

Information provided: _____

Transfer Method: _____

Date Transferred: _____

Comments: _____

INDEPENDENT CONTRACTOR AGREEMENT (ICA)
City of Flagstaff SRP Flowtography™ Equipment Installation and O&M Costs
City of Flagstaff Contract No. xxxx-xxx

This Independent Contractor Agreement (hereinafter "Agreement") is made between *City of Flagstaff* with its principal address at 211 West Aspen Avenue, Flagstaff, Coconino County, Arizona (the "Client") and the **SALT RIVER VALLEY WATER USERS ASSOCIATION** (the "Association").

RECITALS

A. The Client desires to obtain O&M services [for its existing 6 SRP Flowtography™ sites in the Upper Lake Mary Watershed.

B. The Client desires to have installed 1 SRP Flowtography™ station and to obtain O&M services for the site at Newman Canyon in the Upper Lake Mary Watershed.

C. The Client desires to have installed 1 SRP Flowtography™ station and to obtain O&M services for the site at Upper Lake Mary Dam.

D. The Association agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, SRP and Client agree as follows:

SCOPE OF WORK

Client engages the Association to furnish the work described in **Schedule A**, attached hereto and by this reference incorporated herein. The Association agrees to furnish the work in accordance with Schedule A. Client is responsible for obtaining all necessary permits, which may include land access agreements and/or permits necessary to install and maintain the monitoring equipment.

COMPENSATION AND PAYMENT

Client agrees to pay the Association in accordance with the compensation and payment terms set forth in **Schedule B**. The Association agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits and receipts as Client shall request in order to acknowledge payment.

MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS

The Association shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this Agreement.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Association is an independent contractor and is not an employee, servant, agent, partner or joint venturer of Client. Client shall determine the work to be done by the Association, but the Association shall determine the means by which it accomplishes the work specified by Client. Client is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Association. Neither the Association nor its employees shall be entitled to receive any benefits which employees of Client are entitled to receive and shall not be entitled to worker's

DRAFT

compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Client.

EMPLOYEES OF CONTRACTOR

The Association shall be solely responsible for paying all FICA and other taxes, worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Association and its employees, servants and agents.

INSURANCE

The Association is self-insured.

NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

CONFLICT OF INTEREST

The City may, by written notice to SRP, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S §38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the City of Flagstaff is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter.

DOCUMENTATION AND RECORD KEEPING

The City and SRP will retain all records that are pertinent to the activities to be funded under this Agreement.

The City and SRP will retain all records pursuant to the City's and SRP's record retention policy. Records must be retained longer if any litigation, claim, or audit is stated before the expiration of the record retention period.

DISCLOSURE

The City and SRP understand that services performed under this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of the City's or SRP's responsibilities with respect to services provided under this Agreement, is prohibited by Arizona State Law unless written consent is obtained from such person receiving service.

ACKNOWLEDGEMENT

Both parties shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff, Utilities Division funds towards the Project, and SRP's services & technology, in all instances where the project is mentioned.

DATA/INFORMATION REQUEST

The City owns any data produced or purchased during the term of this Agreement and has the right's to obtain, reproduce, publish or otherwise use the data/Information or authorize others to receive, reproduce, publish or otherwise use the data/Information as provided by the City of Flagstaff (see TERM below). All data requests will transact directly between City of Flagstaff and SRP. Further distribution of the data will be conducted by City of Flagstaff. See **Schedule C** for terms and conditions.

NO AUTHORITY TO BIND CLIENT

Neither the Association nor Client has authority to enter into contracts on behalf of, or authority to bind the other party.

NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt.

ENTIRE AGREEMENT

This is the entire Agreement between the parties with respect to the subject matter hereof and can only be supplemented, amended or revised in writing that is signed by each of the parties.

ASSIGNMENT

The Association may not assign any of its rights or duties under this Agreement without the prior written consent of Client.

TERM

This Agreement is effective _____ ___, 2016 and shall continue in effect until cancelled by either party upon thirty (30) days written notice to the other party. In the event Client cancels, Client shall reimburse the Association for expenses incurred to the 30 day concluded date, or otherwise as mutually agreed to. A plan to convey any raw data, to transfer images, or data hosting web services will be evaluated within the 30 day time frame. SRP has no obligation beyond the 30 day notice to facilitate or retain the data, unless otherwise agreed to by the parties and recorded with signatures.

LAW

This Agreement shall be governed and construed in accordance with Arizona law and venue shall be in Maricopa County.

The parties have executed this Agreement this _____ day of _____, 2016.

CLIENT- CITY OF FLAGSTAFF	THE SALT RIVER VALLEY WATER USERS' ASSOCIATION
By_____	By_____
JOSH COPLEY	LEE W. ESTER
Its: City of Flagstaff Manager	Its: Manager, Water Measurement for SRP

ATTEST: CITY CLERK

By_____

APPROVED AS TO FORM: CITY ATTORNEY

By_____

SCHEDULE A

SCOPE OF WORK

Equipment Installation and 9 Month* Operation and Maintenance Services (November 1, 2015 to July 31, 2016) [??]

Proposal for

1) *Upper Lake Mary Watershed equipped with SRP Flowtography™ Stations Proposal to Provide Equipment O&M Services.*

2) *Proposal for 1 SRP Flowtography™ Station Installation and Equipment O&M Services at Newman Canyon.*

3) *Proposal for 1 SRP Flowtography™ Station Installation and Equipment O&M Services at Upper Lake Mary Dam.*

Stabilization Period:

1) When new equipment is installed, a 30-day period of stabilization should be anticipated. During this period, the equipment will be evaluated for solar/battery performance, time lapse image collection, and ability to connect to the cellular network (in this case, Verizon with infrastructure located on Mormon Mountain).

2) Flowtography is designed to operate on the Verizon network. SRP is not responsible for the operation of the Verizon network or its performance, or the ability of the Flowtography equipment to suitably connect and transfer images via the Verizon network to the third party image hosting web service (Drone Command Hub). SRP is not responsible for loss or inability to connect to the Verizon cellular network, or for service issues at the Drone Command Hub web service.

Equipment/Components:

1) Equipment components and assurances of quality construction, including periods of stated warranty for specific integrated equipment will be subject to each manufacturer's warranty statement and terms. SRP does not directly warrant manufacturer-specific components. SRP costs to facilitate repairs due to manufacturers warranted items will be invoiced as required.

2) City of Flagstaff is responsible for any equipment damage, acts of vandalism, fire, damages from weather, or any other acts/consequences.

3) Equipment outages/ malfunctions/breakdowns can result in loss of image collection and subsequent record. SRP is not responsible for loss of image collection.

4) Inclement weather and extreme cold can affect the performance and operation of the Flowtography system. For example, snow covering a solar panel to the extent that it is unable to satisfactorily provide the electrical requirements necessary to sustain the operation of the system.

5) Performance of the Flowtography electronics, battery, and other components is subject to each manufacturer's operating temperature range for its products and equipment.

*November 1, 2015 – July 31, 2016

SCHEDULE B

COMPENSATION AND PAYMENT (Summary)

Equipment Installation and 9 Month Operation and Maintenance Costs

	Proposal	New Hardware Costs	New Installation Costs	O&M Costs for 9 months*
1.	*Upper Lake Mary Watershed equipped with SRP Flowtography™ Stations Proposal to Provide Equipment O&M Services.*			$35,010
2.	*Proposal for 1 SRP Flowtography™ Station Installation and Equipment O&M Services at Newman Canyon.*	$3,512	$4,234	$6,473
3.	*Proposal for 1 SRP Flowtography™ Station Installation and Equipment O&M Services at Upper Lake Mary Dam.*	$3,512	$4,234	$5,723
	Totals	$7,024	$8,468	$47,206
	(applicable taxes not included)			

Ad hoc Data Summary Reports

At the request of the City of Flagstaff, SRP can produce Annual, Seasonal or quarterly Reports (per contractual year – see Note below).

The cost to produce the reports are as follows:

	Report Type	Cost per Report	Total Costs*
1.	*Annual Report (6 sites, no quarterly reports)*	$12,000	$12,000
2.	*Seasonal Reporting (6 sites, no annual report, no quarterly report)*		
	Winter (Oct 1st to May 31st)	$10,000	
	Summer (June 1st to September 30th)	$6,000	$16,000
3.	*Quarterly Reports (6 sites, no annual report, no seasonal report)*	$5,000	$20,000
	Annual Summary of Quarterly Reports	$4,000	$4,000

* (applicable taxes not included)

Reports will contain the following information:

1) Period of Record.
2) Stage Hydrograph for each site.
3) Flow Hydrograph for each site (Provisional Flow data calculated using derived flow equations)
4) Statement of what occurred at each site.
5) Service record of each site.
6) General observations and analysis/comments

Note: Reporting excludes Upper Lake Mary Dam and Newman Canyon sites. These sites are observational only (image collection - no data services or interpretation).

Payment Terms

All invoices will be accompanied by a brief description of equipment and/or services provided by site, date, and purpose. Compensation (price) in this Agreement is based upon fixed costs. Invoices are due and payable within 30 days. For each calendar month, or fraction thereof, that payment is late, the Client shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

Equipment and Installation

During the equipment implementation of the project, SRP will invoice in advance for 50% ($7,746) of the total estimate. The funds will be used directly towards the purchase of equipment and preparing site infrastructure. The balance of the costs will be invoiced when the sites are completed (Equipment and Installation Costs Total $15,492 for Newman Canyon and Upper Lake Mary Dam).

O&M Recurring Costs - Invoicing

At such time that the initial installations are complete, each site will enter into the operational and maintenance phase of the project. Invoicing for routine services will occur at regular intervals and will be submitted subsequent to scheduled (or unscheduled break fix service events initiated by City authorization).

* November 1, 2015 – July 31, 2016

SCHEDULE C

City of Flagstaff Information* Request

Current Contract Date Range -- November 1, 2015 to July 31, 2016 (*from Schedule A)*

Date requested: _____ Date needed: _____

Person requesting the information: _____

Primary contact person: _____

Phone: _____ Email: _____

What specific information is being requested?

_____

_____

_____

Transfer method (FTP, floppy disk, USB stick, other):

_____

_____

_____

Comments:

_____

_____

_____

_____

*Information is comprised of raw SRP Flowtography™ images or subsequent data developed from the post-processing of those images. Information eligibility is limited to that which was collected during periods of contracted service(s). *Engineering specifications, proprietary technology and other information, such as but not limited to, field surveys, predictive equations, etc are not eligible.*

By signing this page the person requesting the Information agrees to the following conditions:

- In no event shall SRP be liable for any damages whatsoever resulting from or related to any use of the Information, including, but not limited to, direct, indirect, special, incidental, consequential or exemplary damages whatsoever.
- City of Flagstaff further agrees to indemnify and forever hold harmless SRP from and against any claims, demands, lawsuits, actions and/or causes of action, whether in tort or contract, whether known or unknown, that may hereafter, or at any time, be made or brought against SRP by any person or entity arising out of or in any way connected to the Information disclosed subsequent to this request.
- The undersigned hereby agrees to the above terms and conditions and represents that he/she has the authority to execute this agreement on behalf of the City of Flagstaff.
- Information provided by SRP to City of Flagstaff will be distributed further at the discretion of City of Flagstaff.
- I agree to the SRP Information Request Fee Schedule as follows:
    - Any person requesting Information may be invoiced for SRP's services at the following rate. Payment may be required before any information is released:
        - $145 per hour, (half hour minimum)

Name (print): _____ for City of Flagstaff

Signature: _____ Date: _____

For SRP Use:

Information request processed by: _____

Labor hours: _____

Information provided: _____

Transfer Method: _____

Date Transferred: _____

Comments: _____

PROPOSAL A

Photo Credit: SRP, June 2015-SRP Flowtography™ Station @ LM-3

Upper Lake Mary Watershed equipped with SRP Flowtography™ Stations Proposal to Provide Equipment O&M Services

February 2, 2016
Lee W. Ester and Hector Buenrostro
Salt River Project

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I. Introduction

SRP is providing the following proposal for the Operation and Maintenance (O&M) of 6 SRP Flowtography™ stations, located in the Upper Lake Mary Watershed.

II. Water Monitoring Method and Data Collection

A. Direct Hydrographic Field Measurements (Ad-hoc for-fee additional services)*

To refine the estimated discharge values, direct hydrographic field measurements could be collected at each stream, when appropriate, to verify water stage and flow at each location. Collecting direct hydrographic measurements provides precise field discharge data that could be used to refine (calibrate) the preliminary flow equations derived from the Slope-Area Method, thus providing a more accurate discharge calculation.

Direct hydrographic measurements incorporate a technique used to invasively measure the discharge, or the volume of water moving through a channel per unit of time, of a stream. The height of water in the stream channel, known as a stage or gage height, can later be used to determine the discharge in that stream. When used in conjunction with velocity and cross-sectional area measurements, the recorded stage heights can be extrapolated to calculate discharge values for the stream during the time series stage values, thus generating a proofed rating curve and subsequent hydrograph of the flows in the channel. A rating curve is constructed by positioning several manually derived discharge measurements (e.g. measured using method described above) with a corresponding stage height. A best-fit curve is fit to these data points and the equation of the line corresponds to the relationship between stage and discharge. The greater the number of direct measurements, the more reliable the rating curve (Slope-Area method) will be to determine the discharge based on stage data (Bruckner, 2013).

Table 1 –Hydrographic Field Measurement Costs (Additional fee to this proposal if desired)

Costs			
	Qty	**Estimated Cost**	**Total**
Direct Hydrographic Measurement	Ea.	See Page #7	Qty. Driven
Download, Process and Incorporate Hydrographic Data	Ea.	$145 / site / measurement	Qty. Driven
		Total Costs	Qty. Driven
		Travel, Hotel, Per Diem (1 person)	Qty. Driven
		Grand Total (applicable taxes not included)	Qty. Driven

*SRP and City of Flagstaff to establish criteria for City authorization for SRP to conduct Hydrographic Field Measurements.

B. Data Management – Flowtography Image Collection (SD Card On-Site)

High resolution site images must be manually extracted from the devices. Images collected may have missing periods caused by unforeseen circumstances such as break fix events and vandalism. Collection of the images would be facilitated at a level of frequency to be determined as part of this project. For

example, depending on runoff events and site visit costs, it could be done quarterly, monthly, or weekly (not to exceed 4 visits per site per 9 months). Once the images are collected they are converted to stage height in back office operations. The data is then uploaded into SRP's Quality Assurance/Quality Control (QA/QC) back-office processing system. SRP uses Aquatic Informatics' Aquarius hydrological software for data management and processing, analysis, and reporting. SRP may request to use the data for current/future business purposes.

C. Data Access/Sharing

Stage data collected from each site, whether early/provisional or later/finalized, will be made available via SRP's secure password protected web portal accessible at www.azwatergage.com (see figure 1, figure 2, and figure 3). City of Flagstaff will determine who receives credentials to access the data. Each of the stream sites will have its own web page, graphics, and numerical reports. Data from the project's inception to completion can be retained, viewed, and downloaded at the user's discretion. Image retrieval must be requested to SRP. SRP may request to use the data for current/future business purposes.

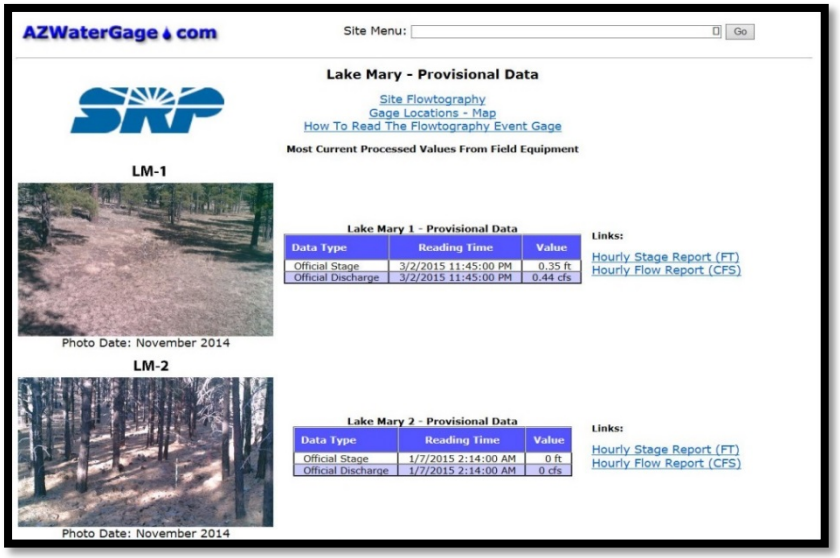

Figure 1 AZWaterGage LM-1 & LM-2

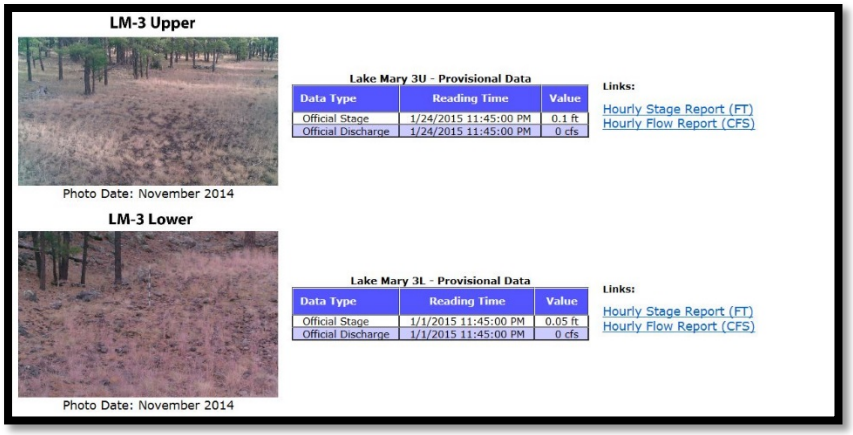

Figure 2 AZWaterGage LM-3 Upper & LM-3 Lower

Figure 3 AZWaterGage LM-4 & LM-5

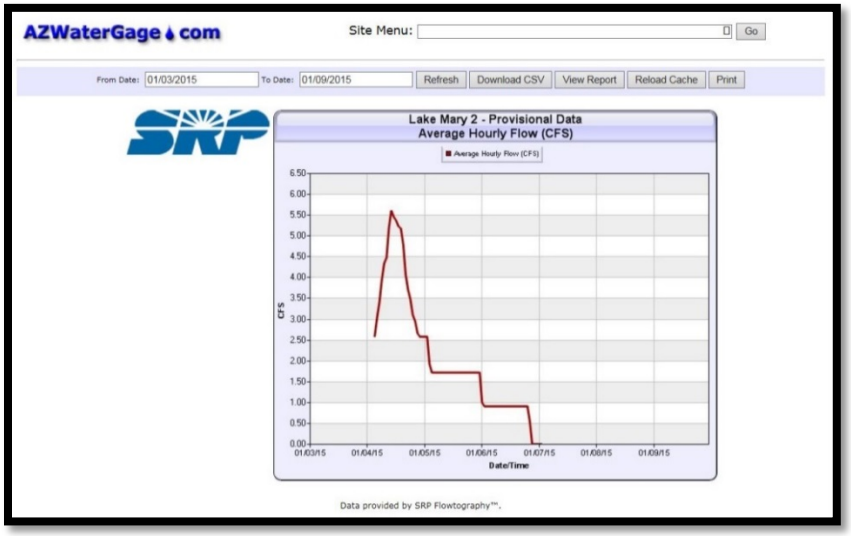

Figure 4 - Sample Provisional Hydrograph from AZWaterGage LM-2

D. Drone Command Hub

Flowtography thumbnail images will be available by User ID/Password at a third party's website (www.dronewireless.com).

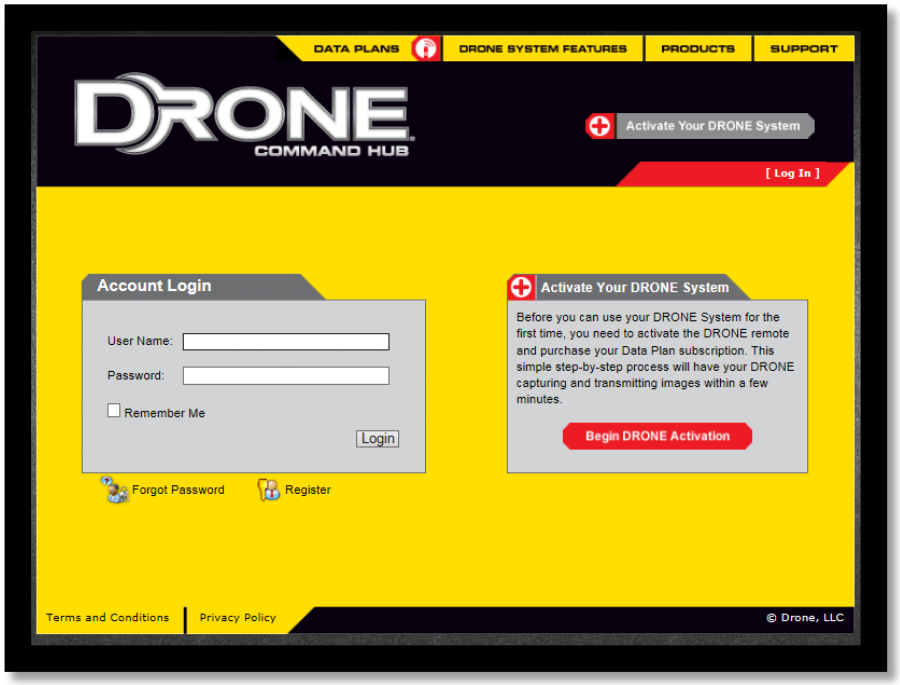

Figure 5 Drone Command Hub Login

III. Operation and Maintenance (O&M) - Recurring Costs Estimates

The O&M budget will be used to administer, travel, operate, maintain the sites and collect Flowtography images; manage the data analysis and processing; retain the images and host the data website.

To meet the above deliverables, SRP estimates the annual site costs in **Table 3**. *Taxes, if applicable, will be additional.* The actual timing of services provided could vary due to inclement weather, travel methods, site complexity, site access issues, forest closures, Pine Grove Quiet zone restrictions, hunting seasons, and break fix events.

Table 3 – Comprehensive O&M Costs (Includes data processing and web services).

Annual Maintenance Budget-Planned (not to exceed 4 site visits/9 Months)			
	Qty	**Estimated O&M Cost**	**Total**
SRP FLOWTOGRAPHY™ site – with event monitoring	6	$ 3,225 / 9 Months / site / not to exceed 4 visits each site	$19,350
Flowtography Images – Cataloged in SRP's Cumulus system for storage and recovery as needed	6	Included	Included
Cellular Fees	1	$240 / month / 6 sites (estimated 9 months. Monthly fees are recurring)	$2,160

6 - SRP FLOWTOGRAPHY™ sites			
QA/QC Back Office	6	$2,250 / 9 months / site (estimated recurring annual cost)	$13,500
Web Service – Hosting of 6 sites on AZWatergage.com	1	Included	Included
Retention of Flowtography Images – 6 sites	1	Included	Included
		Total Estimated 9 Month O&M Costs	**$35,010**
		O&M Costs per site (applicable taxes not included)	**$5,835**

Renewed funding by Client will be subject to the approval of a recommended funding term as approved by the City of Flagstaff City Council and subsequent amendment to ICA.

**In the event of any unforeseen circumstances, equipment needs or break-fix events, the following SRP costs could apply*:

Transportation – Helicopter	*$ 650 per rotor hour (avg. depends on aircraft)*
Transportation – Vehicle - ground	*$ 10 per SRP labor hour*
Additional Materials	*Actual cost plus 15%*
Cellular Network Fees (other equipment as required)	*$ 85 per site per month*
Labor (Professional Services)	*$ 125 per hour*
Labor (non-technical if appropriate)	*$ 105 per hour*
Data Processing (Professional & Analytical Services)	*$ 145 per hour*
Direct Hydrographic Measurement (exclusive of travel costs)	*$ 510 per site / event*
Overnight stay and meal expenses (when required)	*~ $ 250 per day/person*

*SRP and City of Flagstaff to establish criteria for City authorization for SRP to conduct ad-hoc services or emergency services due to equipment outages prior to the installation of the equipment.

IV. Invoicing

All invoices will be accompanied by a detailed description of equipment and/or services provided by site, date, and purpose as follows.

A. Operation and Maintenance (O&M) - Recurring Charges

Invoicing for routine services will occur at regular intervals and will be submitted subsequent to scheduled or unscheduled (break fix service events subject to City authorization).

B. Break-Fix Event (Exception to Planned Schedule)

In the event any special services or equipment requirements are needed, these actions will be invoiced as they occur. A process for seeking City of Flagstaff approval for exceptions to equipment or service events will need to be defined.

C. Special Call Out and Change Orders

Special call-out for pre/post-storm or other servicing (such as collecting direct hydrographic measurements or collect data and photographs) will be charged as a Break-Fix event.

D. Future Pricing

Future pricing is subject to escalation by the published CPI. Costs will be reviewed/renewed annually in the month of April each year and an amendment to ICA and Schedules A&B prepared and submitted.

V. Notice to Proceed

This document outlines SRP's proposal for the Operation/Maintenance of 6 SRP Flowtography™ stations. SRP will operate, maintain the sites, host the stage value data and retain the Flowtography images in support of the City of Flagstaff Upper Lake Mary Watershed Monitoring Project.

An Independent Contractor Agreement (ICA), when appropriately signed, will serve as City of Flagstaff's notice to proceed for SRP. The ICA has been included as a companion document to this proposal. The ICA, Schedule A, refers to this project proposal. Schedule B summarizes Compensation and Payment costs.

If the City should have any questions or would like to discuss this project proposal in further detail, please contact:

Lee W. Ester, Manager
Water Measurement
Salt River Project
(602) 236-5592

Lee.Ester@srpnet.com

Hector Buenrostro, Analyst/Engineer
Water Measurement
Salt River Project
(602) 236-2410

Hector.Buenrostro@srpnet.com

PROPOSAL B

Photo Credit: SRP, May 2015-SRP Flowtography™ Station @ Planned Newman Canyon Site

Proposal for 1 SRP Flowtography™ Station Installation and Equipment O&M services at Newman Canyon

February 2, 2016

Lee W. Ester and Hector Buenrostro
Salt River Project

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D. Future Pricing 6
VII. Notice to Proceed 6

I. Introduction

SRP is providing the following proposal for the installation of 1 SRP Flowtography™ station (for collection of images only, not stream flow monitoring), located in the Upper Lake Mary watershed, at Newman Canyon USGS gage site.

II. Water Monitoring Method and Data Collection

A. Data Management

The site images must be manually extracted from the devices. Images collected may have missing periods caused by unforeseen circumstances such as break fix events and vandalism. Collection of the images would be facilitated at a level of frequency to be determined as part of this project. For example, depending on runoff events and site visit costs, it could be done quarterly, monthly, or weekly (not to exceed 4 in 9 months). The images are uploaded into SRP's Cumulus system.

B. Data Access/Sharing

Images from the project's inception to completion will be retained and can be requested for retrieval from SRP. SRP may request to use the data for current/future business purposes.

C. Drone Command Hub

Flowtography thumbnail images will be available by User ID/Password at a third party's website (www.dronewireless.com).

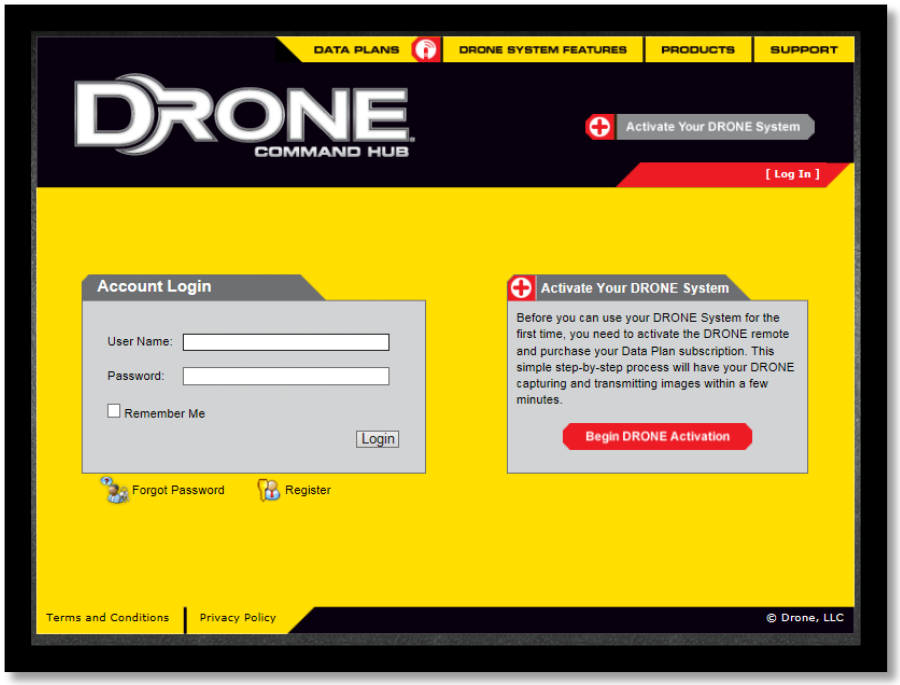

Figure 1 Drone Command Hub Login

III. SRP Flowtography™ Station (no stream flow record or event gage)

SRP Flowtography™ Station will collect images only (that is, no equipment in the stream to collect stage data) and the transmittal of those images via cellular network are needed to gather information that is important to visualizing the stream currently monitored by USGS.

The site (in the table below) would be equipped with a camera and cellular modem, mounting, enclosures and hardware, and would be solar powered.

The cost for the SRP Flowtography™ station (all equipment) with no event monitoring is shown in **Table 1.**

Table 1 – Equipment Costs

Equipment Cost			
Site Name	Qty	Estimated Capital Cost	Total
SRP FLOWTOGRAPHY™ site – no event monitoring (images only)	1	$ 3,512 (plus any taxes if applicable)	$3,512
		Total Costs (applicable taxes not included)	**$3,512**

- Specific permitting of the sites, e.g. Landowner access agreements, County / Forest Service permits would be the responsibility of the City of Flagstaff to obtain.

IV. Site Survey, Back Office Initialization & Setup, & Installation Costs

Below is a summary of the initialization and installation cost to install the SRP Flowtography™ station. Cost includes initial site selection and survey, setup web service for image data to be accessible, transport of staff and materials (all station requirements) to site, installation and initialization of site, and staff accommodations and travel expenses as required.

Table 2 – Installation Costs

Installation Costs			
Site Name	Qty	Estimated Capital Cost	Total
SRP FLOWTOGRAPHY™ site – no event monitoring (images only)	1	$ 4,234 (plus any taxes if applicable)	$4,234
		Total Costs (applicable taxes not included)	**$4,234**

V. Operation and Maintenance (O&M) - Recurring Costs Estimates

The O&M budget will be used to travel, operate, maintain the site and collect Flowtography images and retain the images.

To meet the above deliverables, SRP estimates the annual site costs in **Table 2**. *Taxes, if applicable, will be additional.* The actual timing of services provided could vary due to inclement weather, travel methods, site complexity, site access issues, forest closures, Pine Grove Quiet zone restrictions, hunting seasons, and break fix events.

Table 2 – Comprehensive O&M Costs (Includes data processing and web services)

Annual Maintenance Budget-Planned (not to exceed 4 sites visits/9 Months)			
	Qty	**Estimated O&M Cost**	**Total**
SRP FLOWTOGRAPHY™ site – no event monitoring (images only)	1	$ 4,313 / 9 Months / site / Not to exceed 4 visits (includes Travel & Lake crossing)	$4,313
Retention of Flowtography Images – Cataloged in SRP's Cumulus system for storage and recovery as needed	1	Included	Included
Cellular Fees SRP FLOWTOGRAPHY™ sites	1	$240 / month / 1 site (estimated recurring monthly cost)	$2,160
Data Management	1	$3,000 / year / site (estimated recurring annual cost) **None**	$0
		Total Estimated 9 Month O&M Costs	**$6,473**
		O&M Costs per site (applicable taxes not included)	**$6,473**

Renewed funding by Client will be subject to the approval of a recommended funding term as approved by the City of Flagstaff City Council.

**In the event of any unforeseen circumstances, equipment needs or break-fix events, the following SRP costs could apply*:

Transportation – Helicopter	*$ 650 per rotor hour (avg. depends on aircraft)*
Transportation – Vehicle - ground	*$ 10 per SRP labor hour*
Additional Materials	*Actual cost plus 15%*
Cellular Network Fees (other equipment as required)	*$ 85 per site per month*
Labor (Professional Services)	*$ 125 per hour*
Labor (non-technical if appropriate)	*$ 105 per hour*
Data Processing (Professional & Analytical Services)	*$ 145 per hour*
Direct Hydrographic Measurement (exclusive of travel costs)	*$ 510 per site / event*
Overnight stay and meal expenses (when required)	*~ $ 250 per day/person*

*SRP and City of Flagstaff to establish criteria for City authorization for SRP to conduct ad-hoc services or emergency services due to equipment outages prior to the installation of the equipment.

VI. Invoicing

All invoices will be accompanied by a detailed description of equipment and/or services provided by site, date, and purpose as follows.
During the equipment implementation of the project, SRP will invoice in advance for 50% ($3,873) of the total estimate ($7,746). The funds will be used directly towards the purchase of equipment and preparing site infrastructure. The balance of the costs will be invoiced when the sites are completed.

A. Operation and Maintenance (O&M) - Recurring Charges

At such time that the initial installation is complete, the site will enter into the operational and maintenance phase of the project. Invoicing for routine services will occur at regular intervals and will be submitted subsequent to scheduled or unscheduled (break fix) service events (subject to City authorization).

B. Break-Fix Event (Exception to Planned Schedule)

In the event any special services or equipment requirements are needed, these actions will be invoiced as they occur. A process for seeking City of Flagstaff approval for exceptions to equipment or service events will need to be defined.

C. Special Call Out and Change Orders

Special call-out for pre/post-storm or other servicing (such as collecting direct hydrographic measurements or collect data and photographs) will be charged as a Break-Fix event.

D. Future Pricing

Future pricing is subject to escalation by the published CPI. Costs will be reviewed/renewed annually in the month of April each year.

VII. Notice to Proceed

This document outlines SRP's proposal for the deployment of 1 SRP Flowtography™ station. SRP will operate and maintain the site, retain the Flowtography images in support of the City of Flagstaff Upper Lake Mary Monitoring Project.

An Independent Contractor Agreement (ICA), when appropriately signed, will serve as City of Flagstaff's notice to proceed for SRP. The ICA has been included as a companion document to this proposal. The ICA, Schedule A, refers to this project proposal. Schedule B summarizes all Compensation and Payment costs.

If the City should have any questions or would like to discuss this project proposal in further detail, please contact:

Lee W. Ester, Manager
Water Measurement
Salt River Project
(602) 236-5592

Lee.Ester@srpnet.com

Hector Buenrostro, Analyst/Engineer
Water Measurement
Salt River Project
(602) 236-2410

Hector.Buenrostro@srpnet.com

PROPOSAL C

Photo Credit: Google 2015

Proposal for SRP 1 Flowtography™ Station Installation and Equipment O&M Services at Upper Lake Mary Dam

February 2, 2016

Lee W. Ester and Hector Buenrostro
Salt River Project

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I. Introduction

SRP is providing the following proposal for the installation of 1 SRP Flowtography™ station (for collection of images only, no stream flow monitoring) and for the Operation and Maintenance (O&M) of 1 SRP Flowtography™ station, located at the Upper Lake Mary Dam.

II. Water Monitoring Method and Data Collection

A. Data Management

High resolution site images must be manually extracted from the device. Images collected may have missing periods caused by unforeseen circumstances such as break fix events and vandalism. Collection of the images would be facilitated at a level of frequency to be determined as part of this project. For example, depending on runoff events and site visit costs, it could be done quarterly, monthly, or weekly (not to exceed 4 visits in 9 months). The images will not be converted to stage height in back office operations. The images will be uploaded into SRP's Cumulus system.

B. Data Access/Sharing

Images from the project's inception to completion will be retained and can be requested for retrieval from SRP. SRP may request to use the data for current/future business purposes.

C. Drone Command Hub

Flowtography thumbnail images will be available by User ID/Password at a third party's website (www.dronewireless.com).

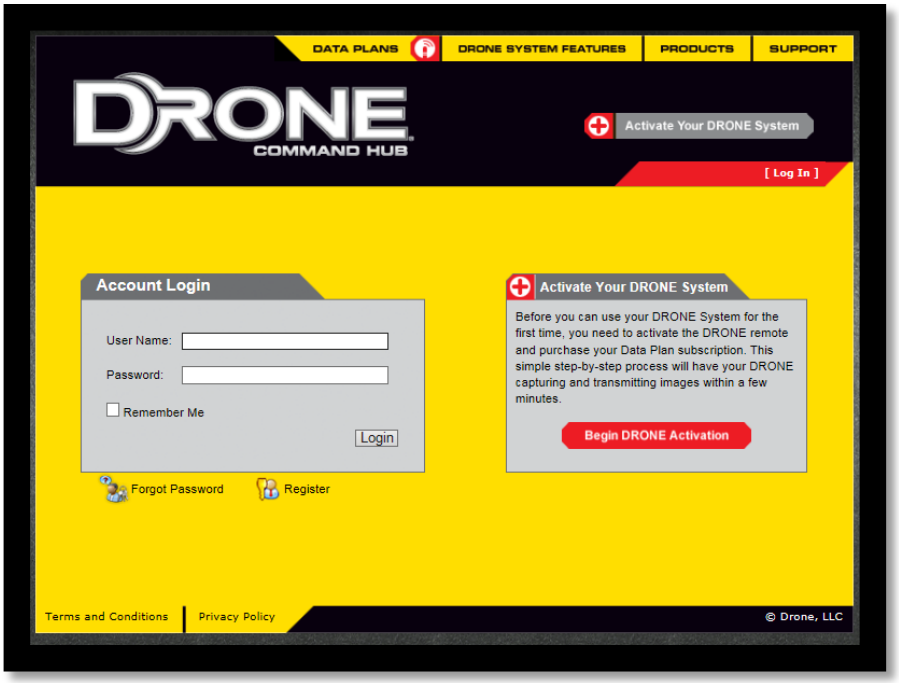


Figure 1 Drone Command Hub Login

III. SRP Flowtography™ Stations

SRP Flowtography™ Station will collect images only (that is, no devices to collect stage data) and the transmittal of those images via cellular network are needed to gather information that is important to the lake level being currently monitored.

Each site (in the table below) would be equipped with a camera and cellular modem, mounting, enclosures and hardware, and would be solar powered.

The cost for the SRP Flowtography™ station (all equipment) is shown in **Table 1.**

Table 1 – Equipment Costs

Equipment Cost			
Site Name	Qty	Estimated Capital Cost	Total
SRP FLOWTOGRAPHY™ site	1	$ 3,512 (plus any taxes if applicable)	$3,512
		Total Costs (applicable taxes not included)	**$3,512**

- Specific permitting of the site, e.g. Landowner access agreements, County / Forest Service permits would be the responsibility of the City of Flagstaff to obtain.

IV. Site Survey, Back Office Initialization & Setup, & Installation Costs

Below is a summary of the initialization and installation cost to install the SRP Flowtography™ Station. Cost includes initial site selection and survey, transport of staff and materials (all station requirements) to site, installation and initialization of site, and staff accommodations and travel expenses as required.

Table 2 – Installation Costs

Installation Costs			
Site Name	Qty	Estimated Capital Cost	Total
SRP FLOWTOGRAPHY™ site – no event monitoring (images only)	1	$ 4,234 (plus any taxes if applicable)	$4,234
		Total Costs (applicable taxes not included)	**$4,234**

V. Operation and Maintenance (O&M) - Recurring Costs Estimates

The O&M budget will be used to travel, operate, maintain the site and collect Flowtography images and retain the images.

To meet the above deliverables, SRP estimates the annual site costs in **Table 3**. *Taxes, if applicable, will be additional.* The actual timing of services provided could vary due to inclement weather, travel methods, site complexity, site access issues, forest closures, and break fix events.

Table 3 – Comprehensive O&M Costs (Includes data processing and web services)

Annual Maintenance Budget-Planned (not to exceed 4 site visits/9 Months)			
	Qty	**Estimated O&M Cost**	**Total**
SRP FLOWTOGRAPHY™ site – no event monitoring (images)	1	$ 3,563 / 9 Months / site / Not to exceed 4 visits	$3,563
Flowtography Images – Cataloged in SRP's Cumulus system for storage and recovery as needed	1	Included	Included
Cellular Fees SRP FLOWTOGRAPHY™ sites	1	$240 / month / 1 sites (estimated recurring monthly cost)	$2,160
Retention of Flowtography Images – 1 Site	1	Included	Included
		Total Estimated 9 Month O&M Costs	**$5,723**
		O&M Costs per site (applicable taxes not included)	**$5,723**

Renewed funding by Client will be subject to the approval of a recommended funding term as approved by the City of Flagstaff City Council and subsequent amendment to ICA.

**In the event of any unforeseen circumstances, equipment needs or break-fix events, the following SRP costs could apply*:

Transportation – Helicopter	*$ 650 per rotor hour (avg. depends on aircraft)*
Transportation – Vehicle - ground	*$ 10 per SRP labor hour*
Additional Materials	*Actual cost plus 15%*
Network Fees (other equipment as required)	*$ 85 per site per month*
Labor (Professional Services)	*$ 125 per hour*
Labor (non-technical if appropriate)	*$ 105 per hour*
Data Processing (Professional & Analytical Services)	*$ 145 per hour*
Direct Hydrographic Measurement (exclusive of travel costs)	*$ 510 per site / event*
Overnight stay and meal expenses (when required)	*~ $ 250 per day/person*

*SRP and City of Flagstaff to establish criteria for City authorization for SRP to conduct ad-hoc services or emergency services due to equipment outages prior to the installation of the equipment.

VI. Invoicing

All invoices will be accompanied by a detailed description of equipment and/or services provided by site, date, and purpose as follows.

A. Operation and Maintenance (O&M) - Recurring Charges

At such time that the initial installation is complete, the site will enter into the operational and maintenance phase of the project. Invoicing for routine services will occur at regular intervals and will be

submitted subsequent to scheduled or unscheduled (break fix) service events (subject to City authorization).

B. Break-Fix Event (Exception to Planned Schedule)

In the event any special services or equipment requirements are needed, these actions will be invoiced as they occur. A process for seeking City of Flagstaff approval for exceptions to equipment or service events will need to be defined.

C. Special Call Out and Change Orders

Special call-out for pre/post-storm or other servicing (such as collecting direct hydrographic measurements or collect data and photographs) will be charged as a Break-Fix event.

D. Future Pricing

Future pricing is subject to escalation by the published CPI. Costs will be reviewed/renewed annually in the month of April each year.

VII. Notice to Proceed

This document outlines SRP's proposal for the deployment and Operation/Maintenance of 1 SRP Flowtography™ station. SRP will install, operate, and maintain the site and retain the Flowtography images in support of the City of Flagstaff Lake Mary Watershed Monitoring Project.

An Independent Contractor Agreement (ICA), when appropriately signed, will serve as City of Flagstaff's notice to proceed for SRP. The ICA has been included as a companion document to this proposal. The ICA, Schedule A, refers to this project proposal. Schedule B summarizes all Compensation and Payment costs.

If the City should have any questions or would like to discuss this project proposal in further detail, please contact:

Lee W. Ester, Manager
Water Measurement
Salt River Project
(602) 236-5592

Lee.Ester@srpnet.com

Hector Buenrostro, Analyst/Engineer
Water Measurement
Salt River Project
(602) 236-2410

Hector.Buenrostro@srpnet.com

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Paul Summerfelt, Wildland Fire Manager
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Approval of Agreement: Arizona State Forestry Western Bark Beetle Initiative (WBBI) 15-601 Grant

RECOMMENDED ACTION:

Approve the WBBI 15-601 Grant Agreement between the City of Flagstaff and the AZ State Forestry Division for grant funds in the amount of $98,100.00 with a city match of $98,100.00 for a total project cost of $196,200.

Executive Summary:

Acceptance of the grant will facilitate needed initial forest treatments (selective thinning and debris disposal) on 256 acres of the city-owned Observatory Mesa Natural Area (OMNA).

Financial Impact:

This is a 50% State -50% City grant award. Acceptance of this award will save the City 50% of the required Flagstaff Watershed Protection Project (FWPP) bond funds to conduct and complete the needed forest treatments on the 256 acres. The city match is funded with FWPP bond in account 407-09-425-3277-1-4290 with FY2016 budget appropriation of $2.9 million.

Connection to Council Goal and/or Regional Plan:

This grant award, and the leverage it provides to further the FWPP, meets the following -

COUNCIL GOALS:

2) Ensure Flagstaff has a long-term water supply for current and future needs
3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
7) Address key issues and processes related to the implementation of the Regional Plan
11) Ensure that we are as prepared as possible for extreme weather events.

REGIONAL PLAN:

Environmental Planning & Conservation – Vision for the Future: *In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.*
Policy E&C.3.3 – Invest in forest health and watershed protection measures.
Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a fie-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.

Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 – Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

Not on this specific issue (Agreement between the City and AZ State Forestry for 256 acres of Forest Treatment on Observatory Mesa). Council was involved in the bond effort, has been engaged in review, discussion, comment, and/or approval of other FWPP issues and agreements, has accepted other grant funds to conduct treatment within the OMNA, and has been periodically briefed/updated on the overall effort since the election.

Options and Alternatives:

Three exist:

1. **Approve** the grant award, permitting forest treatment work to proceed as planned. This permits full-use of the grant funds and saves bond funds.
2. **Pass** on the award and fund the effort entirely from bond funds. This increases city costs and reduces bond funds for other FWPP required work or area.
3. **Reject** the need for forest treatments on the OMNA. This leaves the site vulnerable to damage/loss and voter desire/direction as identified in the passage of the bond (74% approval) unfulfilled.

Background/History:

Damage and loss of our forests from destructive wildfire and insect infestations are ever-present threats to our community. Areas that have undergone proactive forest treatments (ie – thinning, debris disposal, and/or prescribed/managed fire) are not only healthier and more resilient to damaging agents, they also provide a barrier to the spread of these agents once they do become established. Such treated areas enhance public safety, ensure infrastructure protection, and safe-guard community well-being. Within our community and immediate area, the Woody Fire (2005), Hardy Fire (2010), and Slide Fire (2014) dramatically demonstrate the value of these treatments: the Schultz Fire (2010) shows what can happen when such treatments are not in-place.

Key Considerations:

The OMNA and the forest treatments that are planned, and that have occurred, were presented during the bond campaign leading-up to the election, as part of the overall goal, area, and effort that would occur with passage of the measure. Regardless of location or casual factor, insect infestations are always difficult to manage. Wildfires on Observatory Mesa are a challenge due to access, lack of on-site water supply, adjacent neighborhoods, and other factors. Completion of forest treatments have proven highly effective in reducing occurrence and severity of these events.

Expanded Financial Considerations:

We anticipate a total cost to conduct this operation – from site set-up to final debris disposal following cutting – to be $766/acre. This grant will provide funding for $383/acre (50%). The remaining $383/acre (50%) will be from FWPP bond funds.

Community Benefits and Considerations:

Multiple partners have been engaged in the FWPP effort since its inception, and these partnership efforts have continued throughout planned and completed work on the OMNA. Working with City Staff, the AZ State Forestry Division was the principle author of the OMNA Forest Stewardship Plan. AZ Game & Fish Department, US Fish & Wildlife Service, and NAU's Ecological Restoration Institute provided input and review. The Nature Conservancy, Greater Flagstaff Forests Partnership, US Forest Service, private consultants, and NAU's School of Forestry have all been elsewhere on the OMNA during-and-following other forest treatments providing feedback. Completion of the forest treatment work funded by this grant award will protect adjacent neighborhoods, recreational opportunities, and wildlife habitat, while promoting forest resiliency and sustainability.

Community Involvement:

Inform – Following the 50 campaign events leading up to the bond election (Nov 2012), we have continued to work at keeping the community informed of what we are doing, and why. The Project website (www.flagstaffwatershedprotection.org) is one way: numerous news stories have also been crafted and/or otherwise reported. Impromptu and announced field trips have been conducted, most recently during the Festival of Science: OMNA stakeholder members, city staff, and Council members have also been provided tours. City staff has interacted with numerous individuals hiking, running, or biking through the area, as well as with other community members interested in the work. The OMNA Stakeholder Group and the Friends of the Rio have been briefed. Information boards have established, and continue to be maintained, where the Urban Trail crosses the site and where roads enter the parcel.

Consult – We've worked with both AZ Game & Fish and US Fish & Wildlife Service to protect habitat, with adjacent neighborhoods regarding access, the US Forest Service regarding transportation routes, Kinder Morgan/El Paso Natural Gas and the Snowbowl regarding pipeline crossings, and AZ State Forestry regarding plans.

Involve – Following treatment work on other OMNA sites, both the public and the Winter Wood For Warmth program have been engaged in removing firewood for use and distribution to area/regional residents. A few individuals who have raised issues about the work have been engaged directly by staff from NAU's Ecological Restoration Institute to provide context and a more complete understanding of the need, and the work, itself. Other City Staff, including those from Sustainability and Stormwater, have also been engaged. Community members have also been hired as seasonal Fire Dept crew members and have been engaged in conducting some of the work itself.

Empower – The planned forest treatments are part of a larger effort underway in our area and throughout northern AZ. We and our many partners have been engaged for nearly two decades in this work, on various jurisdictions and site conditions, and have utilized a variety of prescriptions and approaches to ensure we have a full-suite of treatments across the greater landscape. The work to be funded by this award is based upon credible and proven science-based forest restoration and hazard fuel management standards and knowledge. It adheres to guidelines established in the Greater Flagstaff Area Community Wildfire Protection Plan (City & County - 2005), is consistent with forest treatments designed and implemented by the Greater Flagstaff Forests Partnership (1999-present) and the City of Flagstaff Wildland Fire Management program (1998-present), meets the goals of the State of AZ 20-Year Strategy (2007), is consistent with the required actions identified in both the initial and final Observatory Mesa Forest Stewardship Plan (2013 and 2015, respectfully) and both the Four Forests Restoration Initiative's and the Flagstaff Watershed Protection Project's Final Records of Decision (USFS - 2015). Further, it meets grant requirements for post-treatment conditions.

Expanded Options and Alternatives:

None

Attachments: WBBI 15-601 Agreement

Douglas A. Ducey
Governor

Office of the State Forester

Arizona State Forestry

Jeff Whitney
State Forester

9 February 2016

Paul Summerfelt
City of Flagstaff
211 West Aspen
Flagstaff, AZ 86001

RE: Western Bark Beetle Initiative Grant Program (WBBI 15-601)

Dear Mr. Summerfelt:

As you are aware, your Western Bark Beetle Initiative Grant Program application has been selected for funding. The timeframe for your grant begins when the grant agreement is signed by both parties and ends on 31 December 2017.

I have attached one (1) copy of the grant agreement; please sign the copy and return it to me at the Office of the State Forester (address above). We will accept a scanned (digital) version of the signed grant agreement via email. The agreement will be signed by Forestry representatives and a digital copy will be returned to you for your records via email. If you would prefer to receive a hardcopy of the executed grant agreement, please let me know. *Please note* that any billable or matching work cannot begin until the grant agreement is signed by both parties.

When reviewing the grant agreement, please ensure that the contact information and your organization's DUNS number is accurate. If corrections are needed, please notify me immediately so this can be rectified expeditiously.

There are multiple attachments to the grant agreement: A. Project Application (you should already have a copy of the application); B. Detailed Project Plan; C. General Provisions; D. Grant Reimbursement and Documentation Requirements; and E. Quarterly Performance Report and Instructions. All of this information is provided to you for your reference, to complete your grant file, and to assist you as you complete your grant.

To ensure prompt payment your organization must be registered as a vendor with the State of Arizona, which requires the completion of an Arizona W-9 (form GAO-W-9). I have attached this form for your convenience; it is also available as a fillable form online at www.gao.az.gov/vendor/account_setup_home.asp.

Because the grant funds are distributed through the USDA Forest Service, grantees are required to submit a signed "Lobbying Certification" form, a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form, and a "Project Mapping" form. All of these forms are also included in this packet. Please sign the forms and send them back to me with your signed grant agreement (either hardcopy or digitally).

All printed materials, signage, and other products resulting from this grant must recognize the funding source as follows:

> "*Funds for this project were provided by the Urban and Community Forestry Financial Assistance Program administered through Arizona State Forestry – Urban and Community Forestry Program, and the USDA Forest Service.*"

Logos for each organization, available upon request, must appear on all printed materials where grant funds have been used.

Please let me know if you have any questions or require additional assistance. I may be reached via email (chriserickson@azsf.gov) or by telephone (602.771.1407).

Sincerely,

Chris Erickson
Forest Program Specialist
Forest Health Program

Enclosures:
WBBI Grant 15-601 Master Agreement (with Attachments A-E)

Arizona State Forestry Grant Agreement No. WBBI 15-601
Western Bark Beetle Initiative Grant Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona State Forestry Division ("State Forestry" or "State") and ("Sub-grantee"), **City of Flagstaff Fire Department (DUNS #08-830-2625),** pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-622.

Subaward of Federal Award # **15DG11031600-015,** dated **08/11/2015**
The Catalog of Federal Domestic Assistance (CDFA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **December 31, 2017** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **50%** of the total cost of this program.
A contribution by the Sub-grantee for an additional **Cost Share Match of 50%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed $98,100.00**.

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee after State Forestry receives reimbursement from the USDA Forest Service, normally within ninety days of receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than $5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) guidance in Subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. All Federal and Sub-grantee matching/cost-share contributions are subject to applicable guidance. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the sole responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and with the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) guidance including 2 CFR 200, Subpart F . Sub-grantees are subject to audit if their share of federal financial assistance is $750,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse managed by the Census Bureau within 30 days after receipt from auditor or nine months from the close of their fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with State, Federal, and local laws including Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, Subpart D as adopted and supplemented by the USDA in 2 CFR Part 400. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Fiscal Contact:

Stacey Brechler-Knaggs, Grants Manager
211 West Aspen
Flagstaff, AZ 86001
928-213-2227
sknaggs@flagstaffaz.gov

Principal Sub-grantee Programmatic Contact:

Paul Summerfelt, Wildland Fire Management Officer
211 West Aspen
Flagstaff, AZ 86001
928-213-2509
psummerfelt@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Chris Erickson, Forest Program Specialist
1110 West Washington, Suite 100
Phoenix, Arizona 85007
602-771-1407
ChrisErickson@azsf.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

STATE FORESTRY	**SUB-GRANTEE**
Chris Erickson **Forest Program Specialist** **Arizona State Forestry Division** **1110 West Washington, Suite 100** **Phoenix, AZ 85007** **ChrisErickson@azsf.gov**	**Paul Summerfelt** **Wildland Fire Management Officer** **City of Flagstaff** **211 West Aspen** **Flagstaff, AZ 86001** **PSummerfelt@flagstaffaz.gov**

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement and the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

A. Project Application
B. Detailed Project Plan
C. General Provisions
D. Documentation of Expenses
E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

AD1048 - USDA Form AD-1048 Debarment Certification
Lobbying - USDA Lobbying Certification

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

STATE FORESTRY	**ACCEPTED BY SUB-GRANTEE**
Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007	City of Flagstaff 211 West Aspen Flagstaff, AZ 86001

_____
Signature

Arizona State Forester

Date: _____

_____
Signature

_____
Print or Type Name

Date:_____

_____

_____

Date: _____

ATTACHMENT A

Project Application
(Cover Sheet)

Western Bark Beetle Initiative
2015 Grant Application-ASFD

FOR OFFICIAL USE ONLY	
Dollar Amount Requested:	**$115,000**
Matching Share:	**$115,001**
Percent (%) Matching	**50%**

1	Applicant Information	
	Applicant:	City of Flagstaff
	Contact Person:	Paul Summerfelt
	Address:	211 W Aspen Ave
	City/Zip Code:	Flagstaff 86004
	Phone (Work/Cell):	9282132512
	Email:	psummerfelt@flagstaffaz.gov
	Fax:	9282132599

2	Project Information			
	Name of Project:	Observatory Mesa Forest Health Protection Project		
	Community Name:	Flagstaff		
	County:	Coconino	**Congressional District:**	1
	Latitude (decimal degrees):	35.1547 N	**Longitude (decimal degrees):**	111.6747 W

3 Grant Contributors (Matching Share)

(Federal dollars DO NOT qualify)
Please specify each match contributor and the dollar amount of each contribution.
Please DO NOT show grant requested funds in this table. This is for matching share only.

Contributors: (Please specify)	City of Flagstaff						**TOTAL**
Dollars (Hard Match):	$110,000	$0	$0	$0	$0	$0	**$110,000**
In-Kind (Soft Match):	$5000	$0	$0	$0	$0	$0	**$5,000**
TOTAL:	**$115,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$115,000**

4 Total Project Expense (break down matching share totals from block three)

	Grant Share ($ Amount Requested)	**Match (from block three)**		**TOTAL**
		Dollars	**In-Kind**	
Personnel / Labor:	$0	$15,000	$4,538	**$19,538**
Operating:	$0	$0	$0	**$ 0**
Travel:	$0	$0	$0	**$ 0**
Contractual Services:	$104,355.8	$84,819	$0	**$189,175**
Equipment:	$0	$0	$0	**$ 0**
Indirect Costs:	$10,644	$10,181.54	$462	**$21,288**
TOTAL:	**$115,000**	**$110,001**	**$5,000**	**$230,001**

5

Project Summary (check all that apply and answer related questions in appropriate box)

Is this a new project? ☒ Yes ☐ No

Can this project be completed by September 30, 2016? (Priority) ☐ Yes ☒ No

What is the duration of this project? (24 month maximum) 24 months

Number of acres to be treated:	300	**Estimated cost per acre:**	$766.00

Are the acres to be treated contiguous (adjacent to each other)? ☒ Yes ☐ No
If no, please describe their layout in block six (6).

Does this project have a current forest management or stewardship plan? ☒ Yes ☐ No
If yes, please attach the plan to this application.

Is this project managed by a professional land manager? ☒ Yes ☐ No
Please provide qualifications in block six (6).

Number of communities directly affected by this project:	1
Number of citizens to be reached:	68,000
Number of residences affected:	2000

6

Project Area Description

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

Provide a brief overview of the project and the project area. 2500 characters

PROJECT OVERVIEW: The proposed 300 acres is located within Section 8 of contiguous selective thinning of ponderosa pine within the Observatory Mesa Open Space area, on the western-edge of, and inside, the city. The site is within the Flagstaff Wildland Urban Interface Zone, sits above Thorpe Park, and is immediately adjacent to Lowell Observatory and the Westridge subdivision. Other nearby neighborhoods include Coconino Estates, Cheshire, and Linwood Estates.

The area is adjacent to the peak-activity zone of the city's 2003-05 bark beetle outbreak, and remains susceptible due to high stocking levels, continuing drought, and emerging climate change trends. Some treatment has occurred directly north and east of the outbreak area but the north and western extent is targeted for further treatment. Desired conditions for the site will be clumpy-groupy conditions that mimic historical ponderosa pine forests. Plans to reduce trees per acre from the current 140+ TPA to a range of 60-90 TPA will achieve these conditions for the site through thinning. Slash disposal will be through pile burning on site or chipping/hauling offsite. (The area, due to stand conditions, is also rated as a "High" wildfire threat: if left untreated, there is an increased likelihood of an insect problem in the surviving stand following a damaging fire, amplifying negative impacts to visual quality, watershed health, and community well-being).

Outreach to nearby neighborhoods of Westridge, Coconino Estates, Cheshire, and Linwood Estates as well as various stakeholders is ongoing through our wildland fire management program to keep all apprised of progress and any current and future impacts to the community.

PROJECT AREA: At 7,000ft elevation and on the southern flank of the San Franciso Peaks, Flagstaff sits within the largest continuous ponderosa pine forest in the world. The proposed project site is within the Flagstaff Watershed Protection Project (FWPP) area, a Nov 2012 voter approved bond to support forest treatments within the Rio de Flag watershed: the bond passed on a 3:1 margin, demonstrating widespread community support for forest treatments like that proposed on this parcel via this application.

Briefly describe the qualifications of the person(s) managing this project. 500 characters

The City of Flagstaff Wildland Fire Management has 3 professional forestry personnel whom will manage the award. Since 1997, the division has successfully managed over $2M in grants and contracts, and has a proven track record of completing WBBI mitigation efforts. Currently, the division is engaged with the Greater Flagstaff Forests Partnership, is an active participant with the Four Forests Restoration Initiative, and manages the $10M voter-approved Flagstaff Watershed Protection Project.

Project Goals and Objectives

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

7

Provide a brief description of how this project meets the grant objectives and goals. **1500 characters**

Creating and maintaining clumpy-groupy conditions mimics historical southwestern ponderosa pine conditions for this site. Reducing overall basal area (BA) range to between 60-90 fosters the vigor and health of the remaining ponderosa pine trees to withstand and reduce attacks of bark beetles, to include western pine, mountain pine, roundheaded pine, and Ips beetles.

Emphasis will be protection of high value large ponderosa pines. Pockets of smaller, younger trees and reproduction will be left for sustainability and forest cover on site. Other species such as pinon, fir, and juniper are rare, and will be retained for diversity. Snags will be left for wildlife habitat if they do not pose a direct threat to any improvements. Following cutting/harvesting and removal of any wood products, slash will either be chipped and/or burned, depending upon location.

A community-wide outreach effort to explain the current condition of the parcel, why we must act, what we plan to do (now and into the future), how it will be accomplished (to include by whom), and how such an effort fits into both the Flagstaff Watershed Protection Project and the overall goal of forest sustainability and community well-being. Particular emphasis will be focused upon the Westridge neighborhood as the work will be within sight of that development. We intend to include an education component on bark beetles (life cycle, purpose, threat, evidence of infestation, and preventative measures) as well.

Scope of Work / Project Timeline

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

8

Provide a brief scope of work which clearly describes how grant funds will be spent: Types of treatments proposed, primary bark beetle(s) & host of concern & any information & education activities. (This should be more specific than the project description) **1500 characters**

The primary bark beetles of concern are western pine, mountain pine, roundheaded pine, and Ips beetles that impact the ponderosa pine forests of Northern Arizona(main host of concern).

Grant funds will be spent on a primary treatment of selective thinning of green and bark beetle impacted ponderosa pine stands as well as debris disposal activities. These activities include:

A) Project set-up (boundaries, tree marking, access, etc), contract solicitation, negotiation, award and administration, public outreach, reporting, issuance of payments, with final debris disposal work to be conducted/coordinated by Wildland Fire Management staff.

B) Cutting, wood removal, initial debris disposal, and road closure or rehabilitation will be carried out by one-or-more 3rd party contracts. Post-cutting debris disposal operations will occur by chipping and hauling and/or piling and burning on-site.

Secondary treatments of inspections, thinning of beetle impacted areas, and any subsequent prescribed burning will be part of the City's overall maintenance plan for wildland fire management.

Community outreach efforts for the entire Observatory Mesa Open Space area are underway as part of our overall outreach program. We intend to include an education component on bark beetles (life cycle, purpose, threat, evidence of infestation, and preventative measures) as well.

Provide a timeline for the project. **1000 characters**

Winter/Spring 2016 – Flagstaff Fire Department Wildland Fire Management (FFD WFM) will finalize general resource-management planning and continue public outreach efforts.

GRANT FUNDS:

Spring/Summer 2016 – FFD WFM will, upon award of the grant, initiate and complete specific project set-up; FFD WFM staff develop, solicit, and award 3rd party contract(s);

Summer/Fall 2016 – FFD WFM will initiate and coordinate cutting operations with 3rd-party contractor(s);

Fall-Winter 2016 – FFD WFM will complete/coordinate 3rd party cutting operations, initial debris disposal operations, and road closure/rehabilitation efforts;

Fall 2016 - Winter 2017 – FFD WFM and 3rd party will complete final debris disposal operations, and close-out grant.

Collaborative Elements and Partners

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

9 **Specify the private, local, tribal, county, state, federal and/or non-governmental 501(c) 3 organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, funding, etc.).** **2000 characters**

City's Wildland Fire Management Staff (Dollars) – Focus on overall project administration and oversight, to include design, lay-out, training (as needed), enforcement of standards, wood removal, slash disposal, marketing (social media, web-site, publications, stories, etc), personnel management, and reporting.

Volunteers (In-Kind) – Donate time and provide efforts to disperse firewood to the community.

Contractor/s (To be Paid for Services, if utilized) – Exclusive focus on implementation of forest treatments, to include selective thinning and slash disposal.

City Parks Dept, Open Space Commission, and other Key Publics and City Staff (In-Kind) – Focus will be toward awareness, understanding, and support, in order to assist with community messaging and outreach efforts.
City Council (In-Kind) – Support and direction.

Greater Flagstaff Forests Partnership (In-Kind: 501-C-3) – Focus will be on vetting of plans, desired outcomes, solicitation of other funds to expand effort, community outreach efforts, and direct funding to support overall efforts.

NAU's Ecological Restoration Institute (In-Kind) – Focus will be on vetting of plans, desired outcomes, treatment standards, and process, to include engagement of student participation as appropriate.

Flagstaff Watershed Protection Project Team (In-Kind): City, Coconino County, State Forestry, and US Forest Service) – Focus on awareness, support, community outreach, stakeholder reporting, and external elected/appointed officials briefings, with emphasis on how this effort compliments and is part of, the overall FWPP itself.

Project Longevity / Maintenance

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

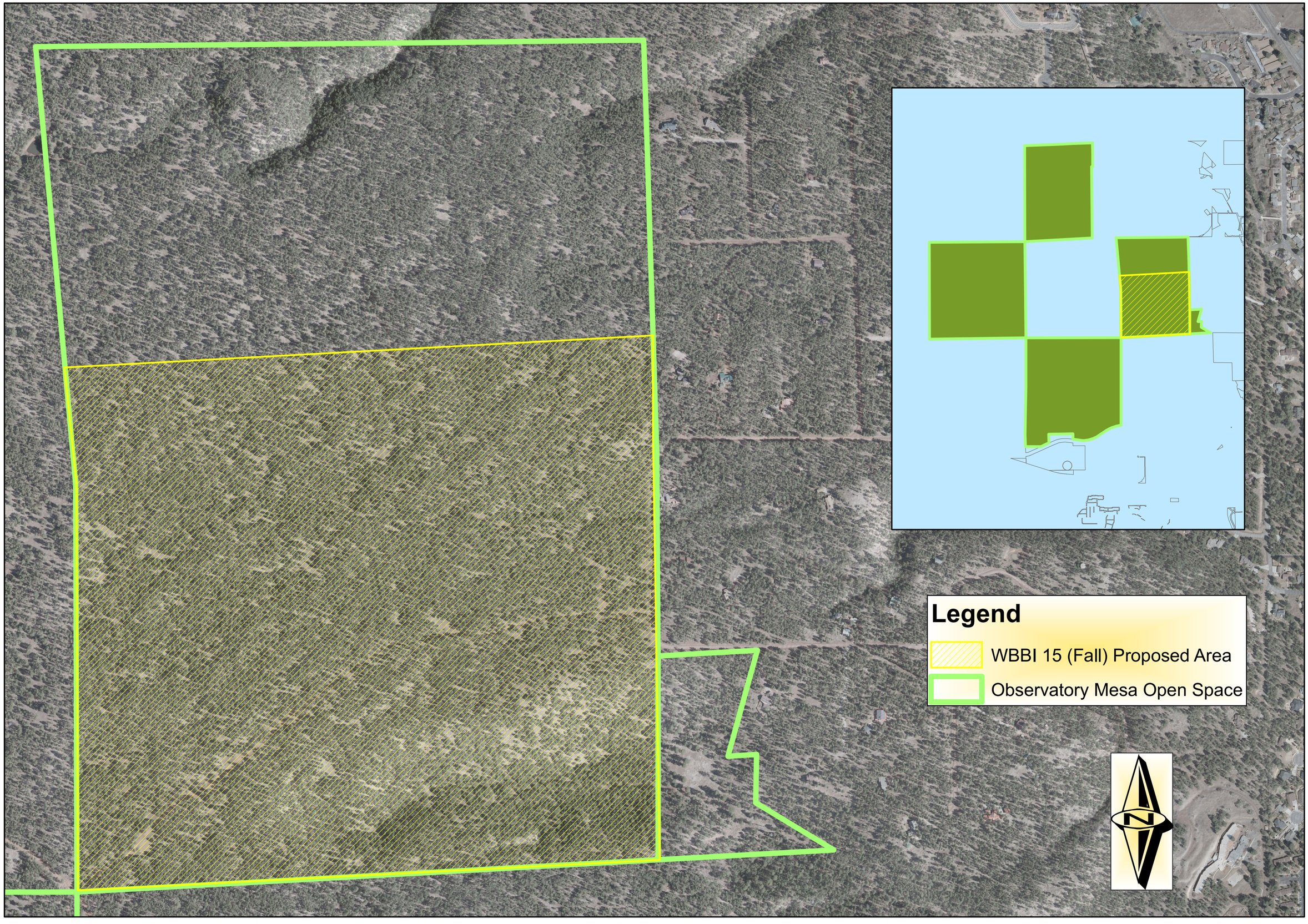
10 **Clearly demonstrate how this project will remain effective over time.** **2000 characters**

Once grant work is completed, the City will undertake a regular program of maintenance, to include inspections, bark beetle removals, other cutting, and/or prescribed burning to ensure the benefits of the grant funded effort continue well-past the grant itself. This will be undertaken as part of our on-going Wildland Fire Management program, which includes all forest treatment efforts and bark beetle detection and removal efforts city-wide.

Funding to engage in maintenance efforts will be from city general funds. As part of the recognized long-term maintenance needs of the Flagstaff Watershed Protection Project, discussions have occurred identifying not only the need for such funds, but also a potential, and accepted, method to generate such funds: a user fee attached to city customer utility bills. A recent "Willingness to Pay" study completed by NAU prior to the 2012 election (which saw the FWPP pass by a 3:1 margin) showed a community willingess to pay up to $4.50 per month per customer to support such maintenance work, well above the amount anticipated that would be required on an annual basis.

The request for the maximum 24 month timeline includes seasonal constraints based on our fire restrictions and monsoonal patterns as well as limited local workforce capacity to conduct the necessary thinning in question. The 2016 spring/summer season sees many projects in the works that ties up local resources dedicated to those projects. The 2017 season provides the better opportunity for pursuing completion of the WBBI grant funded work on the Section 8 site of the Observatory Mesa Open Space project.

Section 8 Observatory Mesa Open Space



ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

2015 (Fall) Western Bark Beetle Initiative Grant **February 4, 2016**
Detailed Work Plan
Flagstaff Fire Department - *Observatory Mesa Forest Health Protection Project*

SCOPE:

Narrative Overview - Flagstaff sits within the largest continuous ponderosa pine forest in the world. A 2003 report identified Flagstaff as the #1 Wildfire Threatened community within AZ (due largely to overly-dense vegetation, a prime ingredient to the outbreak of insect epidemics). Between 2003 and 2005, the Flagstaff area did experience a severe and widespread bake beetle outbreak which resulted in thousands of trees being killed.

In 2012, City voters approved a $10 million bond to plan and conduct forest treatments in two key community watersheds. The *Flagstaff Watershed Protection Project* (FWPP) is designed to treat upwards of 10,000 acres, primarily outside the City but on the Coconino National Forest. The work to be undertaken by this grant directly compliments FWPP, by enlarging the overall treated area.

In late 2013, the City purchased roughly 2,309 acres of State Trust Land as Open Space. Located on Observatory Mesa, the four adjacent parcels are on the west side of town. The vulnerability to both insect and fire damage for this site is well-known and understood, as is the need to conduct forest treatments to reduce those threats. We take our commitment to forest health, forest sustainability, and community well-being seriously. Fortunately, achieving Bark Beetle prevention standards also reduces our wildfire threat as well.

Project Tasks/Components –

a) Planning and Oversight: Paul Summerfelt, Wildland Fire Management Officer (WFM) Division of the Flagstaff Fire Dept (FFD), one other WFM FTE staff, and our winter seasonal crew (5 members) will be responsible for all phases of, to include project boundary marking, stakeholder notification, prescription development, tree marking, temporary road layout, pipeline easement crossing permits, contract solicitation, vendor selection, and contract oversight/invoice approvals, debris disposal (pile burning), and reporting for all grant-funded operations. (NOTE - staff and students from Northern AZ University's School of Forestry and/or Ecological Restoration Institute and members of the Greater Flagstaff Forests Partnership may be engaged in planning and monitoring, but their involvement, if it occurs at all, is outside this grant process.)

b) Financial Management: Stacey Brechler-Knaggs, City of Flagstaff Grants Manager, will coordinate adherence to all grant agreement provisions and all reimbursable invoicing processes.

c) Field Treatment Work (cutting, processing, wood removal, debris piling): Work will largely be accomplished by a single vendor, selected via the City's Procurement process. In addition, volunteers may be utilized to clean-up and remove any excess wood not removed during vendor operations.

Outcomes - The overall goal is to reduce/eliminate excessive and overly-dense natural fuels, to a Basal Area (BA) range of 60-90, thereby lowering the risk of future bark beetle infestations. Specifically, we intend to complete selective tree thinning and debris disposal on 245 acres of Section 6 and 11 acres of Section 12 of the Observatory Mesa Natural Area (see attached map). To facilitate this work, we will conduct an active and on-going outreach effort toward adjacent neighborhoods and individual stakeholders, all interested in the long-term management of these parcels.

SCHEDULE:

Project Deliverables -

Calendar Year	**Qtr**	**Activity**	**Reporting**
2016	1st	• Finalize Agreement with AZ State Forestry (ASF)	
	2nd	• Work with City Open Space Commission (and others as needed), as well as develop operational plans, in preparation of the initiation of forest treatments; • Renew/extend contract agreement with current contractor; -or- develop and solicit bids for contract • Notify adjacent neighborhoods and interested stakeholders of planned activities; and	• Qtr report to ASF
	3rd	• Mark sites as needed • Initiate mechanical thinning operations (goal of 150 acres) • Monitor on-going & completed work; • Modify annual AZ Dept of Environmental Quality (ADEQ) Burn Registry to include debris disposal (pile burning) from this project; and • Prepare necessary Burn Plan(s)	• Qtr report to ASF
	4th	• Complete all vendor cutting, processing, wood removal, and debris piling operations (goal of final 106 acres); • Provide project status update and outlook to City Open Space Commission, neighbors, and stakeholders; • Monitor on-going & completed work • Hire and train winter seasonal crew • Burn debris piles as weather and condition of piles permits	• Qtr report to ASF
2017	1st	• Monitor on-going & completed work; • Burn debris piles as weather and condition of	• Qtr report to ASF

		piles permits; and • Include area in annual ADEQ Burn Registry (piles)	
	2nd	• Monitor on-going & completed work • Burn piles as weather permits	• Qtr report to ASF
	3rd	• Monitor on-going & completed work • Burn piles as weather permits	• Qtr report to ASF
	4th	• Hire and train winter seasonal crew • Burn piles as weather permits • Monitor on-going & completed work; • Provide project status update and outlook to City Open Space Commission, neighbors, and stakeholders; and • Close-out project including any road rehabilitation and closures, removal of excess debris or site cleanup as needed	• Qtr report to ASF • Final Report to ASF

Project Support -

Calendar Year	**Qtr**	**Activity**
2016	1st	• Brief City Council and key cooperators/partners; and • Brief OMNA sustainability, develop strategy for outreach and signage
	2nd	• Publicize via Dept's Web Page and Social Media networks • Advertise through annual spring events to include our partner's Harvesting Methods Workshop, spring Open House event, and neighborhood meetings • Engage through the FWPP's Comms Team
	3rd	• Engage volunteers where applicable; • Conduct public field tours; and • Publicize via Dept's Web Page and Social Media networks
	4th	• Host firewood give-a-way(s) where possible
2017	1st	• Brief City Council and key cooperators/partners
	2nd	• Publicize via Dept's Web Page and Social Media networks, through local annual events
	3rd	• Engage volunteers where applicable; and • Publicize via Dept's Web Page and Social Media networks; Host field tour of project sites for key partners and community residents
	4th	• Brief City Council, key cooperators/partners, and stakeholders; • Field tours of finished product as necessary

BUDGET:

Summary - Total project is for $196,200, with 50% ($98,100) coming from this grant; the remaining required match ($98,100) will be provided by a combination of "hard" and "soft" funding from the City and Others as shown below:

TOTAL PROJECT EXPENSES

DETAIL	GRANT $	MATCH		TOTAL
		Hard $	*In-Kind $*	
Contractual	$86,682.00	$64,482.00	$0.00	$151,164.00
Labor	$0.00	$0.00	$24,700.00	$24,700.00
Supplies	$2,500.00	0.00	$0.00	$ 2,500.00
In-Direct	$8,918.00	$8,918.00	$0.00	$17,836.00
TOTAL	**$98,100.00**	**$73,400.00**	**$24,700.00**	**$196,200.00**

MATCH SOURCES

Who	City	Others	TOTAL
Hard $	$73,400.00	$0.00	$73,400.00
Soft (In-Kind) $	$24,700.00	$0.00	$24,700.00
TOTAL	**$98,100.00**	**$0.00**	**$98,100.00**

Explanation of Budget Items -

Labor – Based on other similar projects in our area, we anticipate *Planning & Oversight* work as detailed above, to include follow-on pile burning, as follows –

325 total hrs x (2) FTE x $30/hr/person ave (ea) = $19,500.00
80 total hrs x (5) seasonal crew members x $13/hr/person = $5,200.00

Contractual – Based upon other similar projects in our area, compounded by access issues on the parcel itself, we anticipate a cost of $766.00/acre to cut, process, remove wood, pile debris, and rehab temporary roads.

Supplies – Signage on site (access roads and trails), flagging, tree paint, staff vehicle fuel and maintenance, fill to insulate pipelines at all crossings, burn fuel and/or fussees, fence materials, grass seed, etc.

Indirect – For *Financial Management work as detailed above* - $196,200 @ 10.2% City FY16 Indirect Rate (end of CY15 was when grant application was submitted).

CONCLUSION: Completion of the forest treatments detailed in this plan will reduce the threat of future bark beetle epidemics, improve forest health, boost our Firewise program, protect key infrastructure, neighborhoods, and natural resources, and enhance collaborative efforts with our many partners.

For more information on our program, visit ***www.flagstaffaz.gov/wildlandfire***

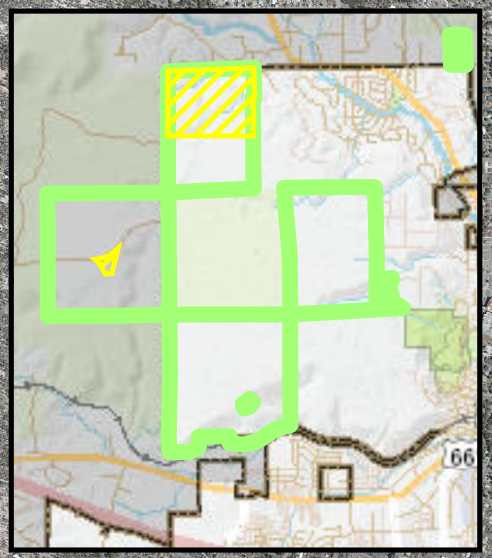
For more information on the FWPP, visit ***www.flagstaffwatershedprotection.org***

Observatory Mesa Natural Area Forest Treatments

FLAGSTAFF FIRE DEPARTMENT

Treatment Area With Acreage

- WBBI13 - Completed
- SFA11 - Completed
- Bond Funded 2015 - Completed
- WFHF15-202 - Proposed Area
- WBBI14-601 Proposed Area
- WBBIFall15 - Proposed Area



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ATTACHMENT C
General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the grant in accordance with all applicable Federal and State laws. Sub-grantee is subject to the OMB requirements and guidance in subparts A through F of 2 CFR 200 as adopted and supplemented by USDA in 2 CFR part 400.

CFR (Code of Federal Regulations) – http://www.ecfr.gov. If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 2 CFR part 180, grantees and sub grantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”. By entering into this agreement sub-grantee agrees to comply with all relevant codes including 2 CFR part 180, subpart C, “Responsibilities of Participants

Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov

(b) Collecting a certification from that person

(c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at ***http://fedgov.dnb.com/webform***).

Sub-grantee shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov .

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS**.** Sub-grantee shall acknowledge Arizona State Forestry Division and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award, per 2 CFR 415.2.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS**.** Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

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

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

(i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-

a. Associated with performance under this award; or

b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:

(1) Implements section I06(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR200, subpart E)

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the "Grant Reimbursement Form". By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the "Grant Reimbursement Form", the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantees sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.

- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.

- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)

- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff , contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than $5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than $5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR200, subpart E)

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding $20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.

ATTACHMENT E

Quarterly Performance Report

Year:_____

Quarter ending (circle one): Mar 31 June 30 Sept 30 Dec 31

Project Name:_____ Grant No:_____

Sub-grantee Name & Address: _____
_____
_____

Name of Person Filing This Report:_____

(Attach additional pages as needed)

Narrative Report: (List activity for this quarter. Include appropriate comments regarding expenditures for employees or equipment, volunteers, donated time or materials etc.)

Project Objectives Accomplishment: (During this reporting period, what progress has been made toward meeting the project objectives stated in the Detailed Project Plan?)

1)
2)
3)

Measurement Criteria: (What is the success in meeting the overall measurement criteria stated in the Detailed Project Plan?) Please provide cumulative numbers for key criteria, such as acres completed, trees planted, educational program completed, etc.

List key project objectives and current overall status:

1)
2)
3)

Arizona State Forestry
Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name:

Total Grant Amount: $0.00 **Total Match Required:** $0.00

Grant Expiration/End Date: (Grant $ + Match $ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):

	Reimbursable Costs	Match	Total
	0.00	0.00	0.00

This Reimbursement Period:

Item	Reimbursable Costs	Match	Total
Administration	0.00	0.00	0.00
Personnel	0.00	0.00	0.00
Contracted Services	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
Other	0.00	0.00	0.00
Other	0.00	0.00	0.00
Other	0.00	0.00	0.00
Volunteer time	N/A	0.00	0.00
In-Kind Contributions	N/A	0.00	0.00
Total:	0.00	0.00	0.00

Cumulative Project Totals (This period request added to all previous reimbursement requests):

	Reimbursable Costs	Match	Total
	0.00	0.00	0.00

* As long as the Cumulative **MATCH** meets the required amount, this Reimbursement Period's **REIMBURSABLE** amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

Authorized Signature *Title* *Date*

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name | PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) | Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

USDA Department of Agriculture
Forest Service

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____
Organization Name

_____
Name of Authorized Official

_____ _____
Signature Date

PROJECT MAPPING – Map Data is required for all grant projects.

In an ongoing effort to map forestry, fire mitigation, invasive plants, and other projects, all grantees are required to provide mapping information for grant related activities. It is understood that organizations vary in their resources and levels of expertise, and this form is designed to identify points of contact, expected mapping capabilities, and possible needs for assistance.

Please complete the information below and return it to our office via fax or USPS **prior to initiation of grant funded activities**.

Organization Name: _____ **Date:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Primary Grant Contact: _____

Phone: _____ **E-Mail:** _____

Mapping Contact Name (if different): _____

Phone: _____ **E-Mail:** _____

PROJECT INFO:

Project Name: _____ **Project ID:** _____

Activity (Type of work to be completed – thinning, prescribed burn, invasive plant treatment, etc):

Expected Acres: _____ **Expected Start Date:** _____ **Expected Completion Date:** _____

Implementer (Who will be doing on-the-ground work – your organization, volunteers, contractor, etc.):

County: _____ **Property Ownership:** _____

Is any type of formal Environmental Assessment being conducted or required for this project? _____

If so, please explain: _____

Other comments: _____

MAPPING: Map data is required for all grant projects.
- What type of mapping data will your organization be able to provide?

(See page 2 for more information on mapping options)	Comments:
☐ 1. GIS Data (Preferred) ☐ 2. Paper Map ☐ 3. Location Coordinates only **Special Circumstances** ☐ We may need assistance in mapping or determining best methods.	

- Does any mapping information already exist that identifies the planned project area?
(If so, please include a copy with this form or information on how the Office of the State Forester can obtain the information)

Please return this completed form to:
(or contact us with questions)

GIS/Mapping
Office of the State Forester
1110 West Washington, Suite 100
Phoenix, AZ 85007
FAX: (602) 771-1421

Grant Mapping Requirements

All final project reports must include geospatial information (map data) in addition to the information required by the grant administrator. There are a few options available for grant recipients to provide these data.

The options are outlined as follows:

Option #1 – GIS Data (Preferred):

Data files (Shapefile or personal Geodatabase) created using a GIS application such as ESRI ArcGIS, may be submitted by E-Mail, FTP, CD, or other method and should include pertinent treatment attributes.

Option #2 – Paper Map

If GIS capabilities are not available, a sketched perimeter of the treatment or activity is acceptable on a standard 7.5-minute USGS quad map or other standard base map.

Option #3 – Location Coordinates

If no mapping capabilities are available, the geographic coordinates (LATITUDE and LONGITUDE) of the project should be provided. It can either be a single point or a series of points (track file) from a GPS unit. These coordinates should be included in either written or electronic format along with the other attribute information.

Special Circumstances

If you need assistance in mapping, determining best methods of mapping, or have a special situation that may not be conducive to mapping, please contact the GIS Section at the Arizona State Forestry Division at (602) 771-1400.

Questions and Assistance

For additional information on reporting fuels treatments and grant activity mapping please call **(602) 771-1400.**

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Paul Summerfelt, Wildland Fire Manager
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Approval of Intergovernmental Agreement (IGA): With Coconino County for the City to provide Prescribed Fire services to the County-owned Ft Tuthill and Rogers Lake Natural Area

RECOMMENDED ACTION:

Approve the IGA with Coconino County for the City to provide Prescribed Fire services to the County-owned Ft Tuthill County Park (FTCP) and the Rogers Lake Natural Area (RLNA).

Executive Summary:

Approval of this IGA will permit the City of Flagstaff Fire Department to provide prescribed fire services (pile and broadcast burn planning, permitting, implementation, and reporting) on the two parcels, thereby reducing wildfire threat to the community at-large, and restoring ecological health and function within those two parcels.

Financial Impact:

The work will be fully (100%) reimbursed to the City by Coconino County. For the duration of this agreement, costs are as follows: - Broadcast burning - $100/acre for 80 acres or less
$75/acre for 81 + acres
NOTE: Add $20/acre for either if COF-FD is responsible for any pre-ignition site preparation related work
- Pile burning - $40/acre

The cost and reimbursement of this agreement will vary year to year but is estimated at $8,000 to $10,000 annually. There is no budget appropriation in FY2016 for this agreement and to provide these services. However, there is sufficient appropriation capacity in the Fire Budget for other similar prescribed fire service projects and agreements to cover the budget appropriation needed in FY2016.

Connection to Council Goal and/or Regional Plan:

In addition to working cooperatively with the County,
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
7) Address key issues and processes related to the implementation of the Regional Plan
11) Ensure that we are as prepared as possible for extreme weather events.

REGIONAL PLAN:
Environmental Planning & Conservation – Vision for the Future: *In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource*

conservation and protection.
Policy E&C.3.3 – Invest in forest health and watershed protection measures.
Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a fie-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 – Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

No. However, Council has been involved in many other wildfire-and-forest health related issues. Council is briefed each year on Wildfire Preparedness and Outlook, remains engaged with the Flagstaff Watershed Protection Project, has reviewed/approved numerous agreements and grants related to this subject, is kept approsed of the status of the Four Forest Restoration Initative, provides briefings to state and federal legislators and officials on the issue, and has toured sites where forest treatment work is underway.

Options and Alternatives:

OPTIONS AND ALTERNATIVES:

Two exist:

1. **Approve** the IGA, permitting needed forest treatment work to proceed as planned, on a fully-reimbursable basis..
2. **Pass** on the IGA, recognizing that the planned work and the direct beneifts to the community (reduced wildfire threat and improved ecosystem health and function) will likely not occur without direct City engagement, especially in a timely manner.

Background/History:

Widespread insect infestations, and severe and destructive wildfire, are annual and ever-present threat to our forests and the community. Areas that have undergone forest treatments (ie – thinning, debris disposal, and/or prescribed fire) are not only healthier and more resilient to damaging agents, they also provide proven barriers to both, enhance public safety and infrastructure protection, and suffer less damage from insect outbreaks and/or serious wildfires than what occurs on non-treated sites. We have cooperated with Coconino County on past efforts to conduct thinning operations on FTCP and pile burn operations on RLNA.

Key Considerations:

Both of the designated parcels (FTCP and RLNA) are within the Greater Flagstaff Community Wildfire Protection Plan boundary, and both areas present challenges in managing/suppressing a wildfire due to a variety of factors. Each also is south-southwest of Flagstaff, and present a threat to our community if a wildfire starts or moves into either parcel. Each also offers an opportunity to serve as a fuel-break to an approaching wildfire if presecribed fire operations premptively occur on the parcels. Forest treatments such as prescribed fire has proven highly effective in reducing fire severity both within Flagstaff and elsewhere.

Expanded Financial Considerations:

We have crafted the agreement and established a set price per acre for each service (pile and broadcast) to fully reimburse the City for staff, supplies, and equipment charges incurred.

The costs and reimbursement of this agreement will vary year to year but is estimated at $8,000 to $10,000 annually. There is no budget appropriation in FY2016 for this agreement and to provide these services. However, there is sufficient appropriation capacity in the Fire Budget for other similar prescribed fire service projects and agreements to cover the budget appropriation needed in FY2016.

Community Benefits and Considerations:

Multiple partners have been engaged in the land management activites on these two parcels, to include Greater Flagstaff Forests Partenrship, the NAU School fo Forestry (via the Centinneal Forest Advisory Board)and Ecological Restoration Institute, AZ Game & Fish, US Fish and Wildlife Service, AZ State Forestry, and the County's Rogers Lake Stakeholders group. Successfully completing the planned prescribed fire treatments will enhance protection of our forests, adjacent areas, and the community at-large, while promoting the vigor, resiliency, and sustainability of the trees themselves.

Community Involvement:

Inform

Attachments: City-County Rx Fire IGA
Addendum A: Rx Fire Plan_Rx Fire IGA

INTERGOVERNMENTAL AGREEMENT
PRESCRIBED FIRE OPERATIONS
BETWEEN
COCONINO COUNTY
AND
CITY OF FLAGSTAFF

The Scope of Work for this Intergovernmental Agreement ("Agreement") shall be performed by the City of Flagstaff Fire Department ("COF-FD"), on behalf of the City of Flagstaff ("COF"), for Coconino County, ("COUNTY").

Purpose – The purpose of the Agreement is to plan, conduct, and report on prescribed fire operations – both broadcast and slash/debris pile burning (each defined below) – on both the County-owned Rogers Lake Natural Area ("RLNA") and the Ft Tuthill County Park (FTCP) to reduce wildfire threat and to maintain/improve a healthy forest ecosystem.

I) Introduction

The forests of both the RLNA and FTCP support a multitude of values – all of which are at risk from wildfire and an unhealthy forest ecosystem. These include recreation, scenic values, watershed integrity, emotional and spiritual ties with the land, wildlife habitat, air quality, public confidence in government, public safety, structures and other infrastructure, and economic vitality.

COF-FD has extensive skills, knowledge, and experience in planning, permitting, conducting, and reporting on prescribed fire operations. The County owns the two parcels and wishes to reduce wildfire threat and ensure overall forest health and sustainability.

In general, annual operations (FY) will be dependent upon COUNTY funding allocated, and/or grant funds obtained and dedicated to, prescribed fire operations, as agreed-upon by both parties no later than Sept 1st of each year.

II) COF-FD shall:

A) Develop and provide a *Prescribed Burn Plan* for both RLNA and FTCP to include both Broadcast and Pile burn operations (Addendum A).

B) The Broadcast Burn component will detail on-site values and hazards, weather parameters, desired fire behavior, expected fire effects, smoke management actions, ignition sequences and patterns, contingency plans, and public notification requirements.

C) The Pile Burn component will detail necessary site and weather conditions to reduce risk and actions to be taken to effectively consume the targeted piles.

D) Secure necessary smoke management permits from AZ Dept of Environmental Quality ("ADEQ") and report accomplishments as required.

E) Coordinate, direct, and conduct all burn operations using trained and supervised wildland fire personnel.

F) Provide necessary orientation and any required training for all other parties, to include County sponsored volunteers and/or staff engaged in pre-ignition site preparation and post-fire monitoring.

G) Coordinate with COUNTY staff regarding the timing of prescribed burn operations so that minimal disruption and/or interruption occurs to various entities conducting research or other natural resource management efforts or scheduled events on either the RLNA or FTCP sites.

III) COUNTY shall:

A) Seek to obtain/allocate funds each year to permit any planned prescribed burn operations to be conducted by COF-PD to proceed as scheduled.

B) Act as primary Point-of-Contact for any/all entities who are conducting research or other natural resource management efforts or events on either the RLNA or FTCP site, and provide reminder notifications of scheduled prescribed burns and time periods wherein such projects will not have access to either the RLNA or FTCP site for safety reasons, as recommended by COF-FD, during or immediately following any prescribed burn operations.

C) Coordinate/implement any/all annual pre-ignition mitigation actions identified and required by COF-FD within the designated burn unit for that year.

D) Notify COF-FD of any planned thinning operations or other activities that will result in debris/slash piles that are to be later burned by COF-FD before such work occurs, and ensure that all said debris/slash piles are piled in accordance with COF-FD standards as described in Addendum A.

E) Assist COF-FD with post-fire monitoring actions as agreed upon with COF-FD.

IV) Description of Work

The areas included in this agreement include the entire RLNA and FTCP properties. Specifically –

Broadcast burning is the planned and documented ignition, holding, and monitoring of wildland fire, typically confined to ground debris fuels (needles, downed and dead wood, and scattered slash) over a predetermined area that has been previously prepared to receive fire (ex - control lines identified and/or established, heavy fuel concentrations isolated and/or broken-up, trees near control lines limbed upwards of 4-6 feet above ground level, dead standing trees that are to be retained have had adjacent ground fuels removed, etc). This type operation generally occurs in the spring and/or fall. The goal of each burn shall be to reduce accumulated natural fuels, recycle

nutrients, improve composition of understory vegetation, improve long-term forest health and restore the historical fire interval.

Pile burning is the planned ignition, holding, and monitoring of debris and slash that has previously been gathered into piles and allowed to dry for a sufficient time to ensure efficient consumption. Such work typically occurs during and immediately following a selective tree thinning and/or mechanical harvesting operation: subsequently, piles may be either hand-piles or mechanical piles. This type operation generally occurs during winter months when snow is present or during summer monsoon events. To reduce smoke emissions and facilitate efficient burn operations, all such piles are allowed to dry for a minimum of six (6) months before any ignition occurs. The goal of each burn shall be to reduce accumulated activity-generated debris fuels, and facilitate future broadcast burns.

Regardless of which type of prescribed burn operation is undertaken, it always occurs when current and projected site, fuel, weather, and staffing conditions permit. In addition, adequate consideration will be given to other events or issues on-site or in the area which may affect the operation itself. Working with designated County staff, each factor will be evaluated and interpreted by COF so as to safely and effectively meet operational requirements prior to any ignition.

V) Deliverables – Acres burned is the primary deliverable. For any given annual burn unit, a written operational plan that details any variance from the Burn Plan and/or details specific issues in that burn unit that need to be addressed shall be prepared by COF-FD and delivered to Coconino County no less than 30 days prior to the any planned ignition. Once any given burn operation is declared "out" by COF-FD, a copy of all documentation related to the deliverable (e.g. fire behavior forms, weather observation forms, burn request, permits, and accomplishment forms, and any photos/videos of the activity) shall be delivered to COUNTY, along with the invoice for said work, within thirty (30) days.

VI) Amount of Agreement – The total amount of reimbursement from the COUNTY to COF-FD for services rendered in any given Fiscal year, incurred under this Agreement, shall not exceed the amount made available by the County for Prescribed Fire operations for that given Fiscal year.

VII) Mutual Indemnification – Except as provided below and to the extent permitted by law, each party to this Agreement (as "Indemnitor") agrees, to defend, indemnify, and hold harmless the other parties, and such party's officers, officials, employees, agents, and directors (collectively, "Indemnitiees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appeallate appeal) herein referred to as "Claims", but only to the extent that the negligence of the party directly caused the "claims".

VIII) Employment Status –

A) Each party to this agreement will be solely responsible for the acts and omissions of its officers, agents, servants and employees. Each party is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

B) Each party will operate as an independent entity and none of the employees of the one are considered employees of the other. Employees of either the City of Flagstaff or the County working under this agreement are not eligible for the other's group health insurance or any other benefits.

C) Each party will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

IX) Designated Officer and Authority – Authority to enter into this Agreement for COF (to include COF-FD) is upon approval of the Council for the City of Flagstaff through its Mayor, and for the COUNTY upon approval of the Board of Supervisors through its Chair.

X) Financial and Performance Reporting Requirements

A) For the duration of this agreement, costs are as follows:
- Broadcast burning - $100/acre for 80 acres or less
  $75/acre for 81+ acres
  NOTE: Add $20/acre for either if COF-FD is responsible for any pre-ignition site preparation related work.
- Pile burning - $40/acre

B) COF shall submit reimbursement requests and performance reports upon completion of each annual burn operation.

C) If any Federal pass-through funds are allocated to this work by the County, then a closeout audit shall be conducted in accordance with the Single Audit Act of 1984, Public Law 98-502, 98 Stat 2327 (1984; codified at 31 V.S.C., 7501-7507).

IX) Program Performance Requirements

This agreement shall remain effective until December 31, 2020. The costs primarily follow the amount of personnel time spent on the project, and the equipment and supplies necessary to complete the proposed tasks.

All COF-FD work and products shall be prepared under the direction of the Wildland Fire Management Officer COF-FD or designee. The majority of the work to be performed is implementation of annual burn projects and shall be conducted by COF-FD Wildland Fire Management staff, assisted by other qualified personnel as required for each specific operation.

X) Correspondence and Administration

A. COUNTY shall address all correspondence and notices relative to this Agreement to the attention of:
Stacey Brechler-Knaggs, Grants Manager
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001
Telephone: (928) 213-2227
Fax: (928) 213-2599
e-mail: **sknaggs@flagstaffaz.gov**

B. COF shall address all correspondence and notices relative to this Agreement to the attention of:
Dustin Woodman
Parks and Recreation Director
Coconino County, AZ
Telephone: (928) 679-8004
Fax: (928) 6774-2572
e-mail: **dwoodman@coconino.az.gov**

C. The representative for the COUNTY to serve as point of contact for the administration of the scope of work is:
Geoffrey Gross
Coconino County Parks and Recreation
Natural Resource Supervisor
Telephone: 928-310-4798
Fax: 928-913-0068
e-mail: **ggross@coconino.az.gov**

D. The representative for the COF-FD to serve as point of contact for the administration of the scope of work is:
Paul Summerfelt
Wildland Fire Management Officer
Flagstaff Fire Dept
211 W. Aspen
Flagstaff, AZ 86001
Telephone: (928) 213-2509
Fax: (928) 213-2599
e-mail: **psummerfelt@flagstaffaz.gov**

XI) Entire Agreement

This agreement constitutes the entire Agreement between the parties and no waiver of any right, agreement, or conditions herein and no modifications hereof shall be binding upon either of the parties hereto unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

FOR AND ON BEHALF OF THE COUNTY:

2/10/16

Signature of Authorized Individual Date

Art Babbott

Printed Name
Chair, Board of Supervisors

219 E Cherry Ave, Flagstaff AZ 86001

Address

ATTEST: Wendy Escoffier

Clerk of the Board
Wendy Escoffier

APPROVED AS TO FORM

This 10th day Feb, 2016

By

Deputy County Attorney

FOR AND BEHALF OF THE CITY OF FLAGSTAFF:

Signature of Authorized Individual Date

Printed Name
Mayor

Address

ATTEST:

City Clerk

APPROVED AS TO FORM

This _____ day _____, 2016

By

City Attorney

ADDENDUM A

PRESCRIBED FIRE PLAN
Rogers Lake Natural Area (RLNA)
Ft Tuthill County Park (FTCP)

PREPARED BY:

Skyler Lofgren
Wildland Fire Supervisor
Flagstaff Fire Dept

4 JAN 16
Date

REVIEWED/APPROVED BY:

Paul Summerfelt
Wildland Fire Management Officer
Flagstaff Fire Dept

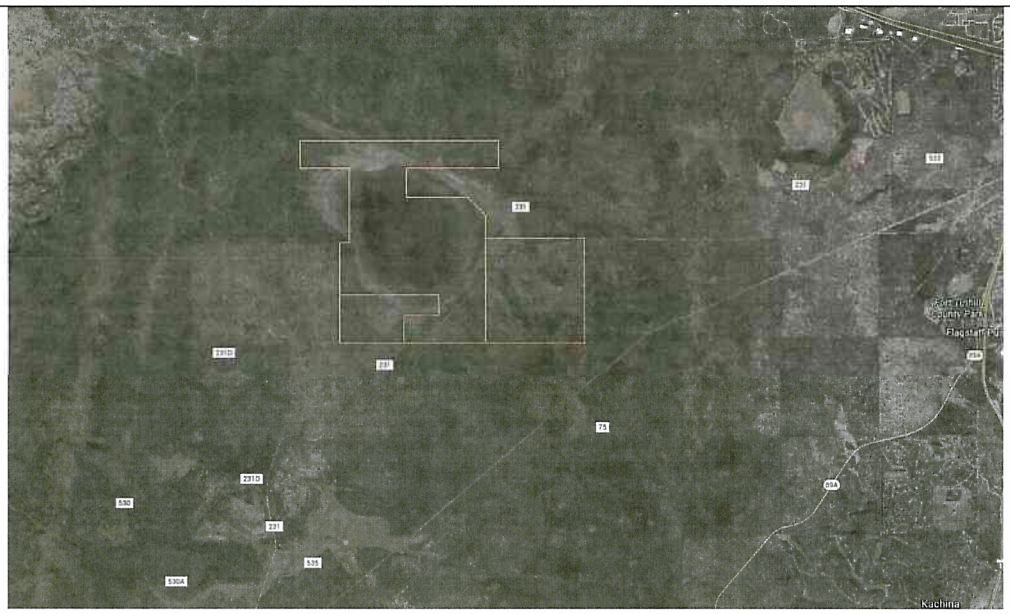
12 Jan 16
Date

Dustin Woodman
Parks Director
Coconino County

24 FEB 16
Date

COMPLEXITY RATING: MODERATE (*see Appendix A details)*

GENERAL LOCATION MAP



ROGERS LAKE NATURAL AREA

FT TUTHILL COUNTY PARK

I. BURN OBJECTIVES

RESOURCE (Strategic)	BROADCAST	PILE
• Reintroduce low-intensity fire into a dependent and fire adapted ecosystem to improve forest health, reduce potential for severe/intense fire behavior, improve wildlife habitat, and expand grass/forb/shrub biodiversity	X	
• Protect improvements (ie - structures, infrastructure)	X	X
• Enhance long-term visitor use and enjoyment of area	X	X
• Ensure public and firefighter safety	X	X
• Improve options and success of any future suppression operations	X	X
Prescribed fire (Tactical)		
• Reduce dead/down fuel loadings in the 1 and 10 hour size classes by a minimum of 40% (each class)	X	
• Conduct re-entry burns on a frequency of 7-12 years to maintain low fuel loading levels.	X	
• Limit tree mortality to 5% or less	X	X
• Coordinate and conduct so as to minimize visitor disruptions	X	X
• Consume minimum of 90% of all piled material		X

II. PRESCRIPTION

A. Broadcast:

1) Environmental -

Metric	Minimum	Maximum
Temperature	50 F Day	80 F Day
	20 F Night	65 F Day
Wind Speed	0-2 mph mid-flame	10 mph mid-flame
	0-5 mph 20 ft winds	20 mph 20ft winds
Relative Humidity	15% Day	40% Day
	40% Night	100% Night
Fuel Moisture		
1 hr	2%	14%
10 hr	2%	16%
100 hr	5%	25%
1000 hr	8%	50%
Live (Herbaceous)	100%	200%
Live (Woody)	100%	200%

These parameters are meant to provide a broad range of variables for the Burn Boss to work with and achieve overall objectives: for example, extremely low relative humidity would be balanced against lower temperatures.

2) **Fire Behavior** - A combination of ignition patterns will be used to accomplish desirable fire effects such as slower rate of spread, increased fuel consumption, moderated fire intensity, and reduced smoke production. Rates of spread from ¼ chain per hour to 10 chains per hour are considered acceptable. Flame lengths from 1-3 feet will generally produce desirable fire effects. Scorch heights of not more than ¼ the total tree canopy will improve an area's resistance to future low intensity ground fire. (See Fire Behavior Models - Appendix B, and Behave Run Modeling Calculations – Appendix C.)

B. **Pile:**

1) **Environmental** – Two factors are important:
   - Dry fuels (minimum of four months) to allow efficient combustion and consumption,
   - Moist/wet weather conditions (rain and/or snow cover: present and forecast) to limit any creep/movement from piles and reduce scorch to nearby trees.

2) **Fire Behavior** – No constraints

III. SCHEDULING

A. **Ignition Time Frames/Season(s)** – Ignitions will vary depending on fuel moistures, current and forecast weather, on site conditions, and staffing.
   - For broadcast burns, spring season typically provides winds which can be advantageous to smoke dispersal but conditions are also generally on an trend toward more severe fire, summer season allows a wider burn window during the day but can be difficult to plan and manage due to other fire events, while fall season provides for weather and fuel conditions that typically are within prescriptions but necessary staffing can become problematic.
   - For pile burns, winter (snow) and/or monsoonal (prolonged rain) conditions generally provide

B. **Projected Duration** – Individual burn units, regardless if Broadcast or Pile, will typically be burned in one operational period. The acreage and the expected smoke production will affect the amount burned in any one period. Ignition is generally initiated in the morning and completed by early to midafternoon, although late afternoon/evening ignition of some pile burns may occur to take advantage of wet weather conditions.

C. **Constraints** – Staffing issues such as seasonal crewmembers, other fire or emergency response activity in the greater Flagstaff area, special events (ex: sporting events, public gatherings, etc), and/or known nearby at-risk special populations (ex: hospital, care facilities, schools, etc) can limit prescribed fire, specifically as to amount burned in any given operational period, or exact dates when sites are burned.

IV. PRE-BURN CONSIDERATIONS AND WEATHER

A. Considerations:

1) On Site –

- Line construction, protection of snags, dead down logs, and other important wildlife habitat will be identified and appropriate actions, such as lining heavy dead down to exclude or lining of snags, will be taken prior to ignitions.
- Notification signs will be placed at appropriate locations
- Fuel monitoring may be used to determine fuel moisture, and removal or alteration of fuels immediately adjacent to control lines undertaken to prevent escape or control issues.
- Potential problem fuels, such as snags and oaks, should be lined to prevent ignition. Hazardous snags, heavy dead/down fuel loadings adjacent to control lines (or which could cause long-range spotting), and public access into a burn block will be identified and mitigated.
- Use of roads, trails, and natural barriers will be used as much as possible to minimize the need to create control lines.
- Identification of utilities and consultation with utility companies will occur as needed.
- Cultural/Historic - If known and identified, or encountered, they will be protected.

2) Off Site –

- Notification or informational signs will be placed at frequently visited locations such as trails or parking lots near burn blocks advising the public of the operation.
- Fuels adjacent to the burn block will be identified and considered in this burn plan: if necessary, the owners will be contacted.
- Prior to ignition, known smoke sensitive individuals/groups will be contacted about potential smoke conditions and advised regarding appropriate actions they should take.

B. Weather and Smoke Management Forecast(s): Onsite weather data will be collected in advance of ignition, typically more than once, and a spot weather will be requested from the National Weather Service office (Bellemont) the day prior to ignition. Forecasts will be reviewed and discussed during the pre-ignition briefing, and become part of the documentation.

C. Notifications: The Burn Boss (or designee) will be responsible for notifying identified and known individuals, agencies, organizations and other stakeholders. General public notification may be distributed via radio, e-mail, Ready-Coconino phone calls, or door to door interaction. The exact method will depend upon the location of the burn unit and the publics involved. Notification will be provided at least 24 hrs prior to ignition.

V. BRIEFING

A. Briefing Checklist – A standard Prescribed Fire Briefing format will be followed for each Broadcast Burn, including, but not limited to, the following topics:

- Burn organization and assignments
- Prescribed Fire objectives and prescription
- Description of prescribed fire project area
- Special considerations and sensitive features

- Expected weather and fire behavior
- Communications
- Ignition plan
- Holding plan
- Contingency plan and assignments
- Wildfire declaration
- Safety and medical plan
- Go-No Go Checklist

A copy of the Format to be used is found in Appendix D. For each project, the completed Briefing Form will be retained with the project record.

VI. ORGANIZATION, EQUIPMENT & SUPPLIES

A. Organization – The Burn Boss is responsible for determining the organization for the burn. For broadcast burns, this typically includes Ignition, Holding, Wx/Smoke Observer, Public Affairs, and any other positions needed. Some individuals may hold more than one position (ex: Ws/Smoke Observer and Public Affairs may be one-and-the-same person.) As a minimum, one RXB2 will be assigned to each Broadcast Burn, while a RXB3 is sufficient for any Pile Burn. For Broadcast Burns, the organizational chart portion of the Briefing Check List will be used to document who is fulfilling what roll.

B. Equipment & Supplies – The Burn Boss is responsible for determining and acquiring the equipment and supplies necessary to safely and effectively conduct ignition, holding, mop-up, patrol, and re-check operations. This includes but is not limited to: prescribed fire signs, drip torches, burn fuel, weather/ field observer kit, suppression tools and apparatus, and other as needed.

VII. COMMUNICATION

A. Radio Frequencies – The Burn Boss will ensure radio frequencies and channels are available, tested, and clearly understood by all assigned personnel. The following group may be used with Mutual Aid and FS Tac 3 identified as operations channels.

FFD Crew 1 Group 1					
Ch	Designator	RX	TX	Tone	W/N
1	ALARM	153.93500	155.17500	B 100.0	W
2	FFD OPS 1	155.74500	154.04000	B 91.5	W
3	FFD TAC 1	154.22000	154.20000	B 123.0	W
4	FFD OPS 2	156.21000	155.67000	B 192.8	W
5	FFD TAC 2	156.21000	156.21000	B 192.8	W
6	FFD OPS 3	155.79000	154.75500	B 131.8	W
7	CREW OPS	154.10000	158.91000	B 100.0	W
8	CREW TAC	154.10000	154.10000	B 100.0	W
9	EMS TAC	155.32500	155.32500	B 131.8	W
10	EMS OPS	154.50500	159.78750	B 131.8	W
11	FS N. RPT	171.42500	164.07500	TX 146.2	N
12	FS TAC 3	168.77500	168.77500		N
13	AIRS 2	155.47500	155.19000	TX 131.8	W
14	VTAC 3	158.73750	158.73750	TX 156.7	N
15	AZ DISPT	151.40000	159.40500	B 123.0	W
16	MUT AID	154.28000	154.28000		W

B. Telephone Numbers – In addition the following information may be necessary for communications with various dispatch centers and or to request additional resources.

City Alarm Room - ***Dispatch***	214-2528
Coconino NF Dispatch - ***Flagstaff***	527-3552, 527-3553
Flagstaff Fire Department Administration	213-2500
On Duty Battalion Chief	607-4708 (Cell)

VIII. PUBLIC AND PERSONNEL SAFETY, MEDICAL

A. Safety – Firefighter and public safety will always be the #1 priority and objective in prescribed fire operations. Fire, smoke, snags, fences, and vehicle traffic all pose potential hazards to assigned personnel and individuals who wander unannounced into the burn unit.

All fie personnel and known visitors (ex: media) are required to wear necessary PPE to enter the burn unit. Any others who enter the unit will be escorted out. Holding personnel may be rotated if smoke conditions become protracted in length.

B. Emergency Medical Procedures – See Medical Plan (ICS-206) found in Appendix E.

C. Measures Taken to Reduce the Hazards – A Job Hazard Analysis (JHA) covering general safety hazards is found in Appendix F. In addition, any unit-specific hazards will be identified, documented, mitigated, and briefed prior to ignition.

IX. TEST FIRE

A. Planned Location – For each Broadcast Burn, a test fire will be conducted in a location that is representative of fuels, topography, and weather conditions within the burn unit. The test fire will be of sufficient size to accurately represent fire behavior in the burn unit and still be easily controlled if results are not acceptable.

B. Documentation – Test fire results will be recorded on the Prescribed Fire GO/ NO GO Checklist and retained in the project record. Notification to the two local dispatch centers will be made at the time of the test fire ignition as well as if firing operations are continuing or not.

X. OPERATIONAL COMPONENTS

A. Broadcast:

1) **Firing** – The Burn Boss will designate a Firing Boss, who will, in consultation with the Burn Boss, determine ignitions pattern(s) and techniques. Prior to ignition, all assigned personnel will be provided a map of the burn block and briefed on the methodology to be employed: focus will be on managing resulting intensity and achieving acceptable consumption through a combination of ignition patterns, speed of ignition, and amount of ignition at any given time.

2) **Holding** – The Burn Boss will designate a Holding Boss, who will, in consultation with the Burn Boss, determine holding issues and assign resources specific areas/tasks. All assigned personnel will be briefed as to the location and disposition of holding forces. Critical holding locations will be identified and appropriate actions taken to mitigate risk.

3) **Monitoring** – One or more individual(s) will be designated by the Burn Boss to monitor and report on the following:
   - Weather**:** This documentation will be retained in the project record. Feedback to the National Weather Service on the pre-ignition Spot Weather Forecast will also occur.
   - Fire Behavior**:** This documentation will be retained in the project record.
   - Fire Effects**:** As a minimum, first-order effects (visible and immediate – ocular estimate of consumption, scorch heights, tree mortality, etc) will be identified, communicated, and recorded to determine if objectives are being/have been met. Follow-up monitoring will occur as needed.
   - Smoke Impacts: Direction, concentration, and duration of smoke will be monitored to assist the Burn Boss in determining if ignition is to continue and/or take other measures to include enhanced notification of neighborhoods, etc.

4) **Minimum staffing** – Minimum staffing shall include a Burn Boss (Type II), a Firing Boss + ignitors, and a Holding Boss + adequate holding resources (engines. Water tenders, and/or handcrews). The exact # of each, plus any other resources required (ie – on-site PAO) will be identified during the planning process for any given unit, staffed accordingly, and on-site for the operation. Factors that determine the # required include unit size (acres), hazards and values to protect, public visibility and access, terrain, etc.

B. Pile:

1) **Firing** – Typically, all on-site personnel are involved in ignition: there is no designated Firing Boss, Ignitor(s), Holding Boss, etc. Like Broadcast Burning, however, all personnel are briefed as to what will be burned, direction of movement, etc.

2) **Holding** – Holding actions, as one would observe in a Broadcast Burn, do not occur on most Pile burns due to weather conditions (ie – snow) that preclude unintended movement of the ignited material. Holding actions during Pile Burns are typically confined to revisiting previously ignited piles and restacking material to ensure full, or nearly full, consumption of the piled material.

3) **Monitoring** – For pile burn operations, both fire effects (% consumption of piled material) and smoke impacts will be monitored and documented.

4) **Minimum staffing** – Minimum staffing shall include a Burn Boss (Type III) and one other ignitor. Most times, others will also be involved: at no time will less than two personnel be engaged on any one site.

C. General Considerations:

1) **Timing** – In general, ignition should be started and finished early each day to take advantage of higher daytime temperatures and lower humidity's which will result in better combustion and smoke dispersion.

2) **Rechecks** – Once ignition and initial holding actions are completed, the Burn Boss will make the decision to release assigned personnel. The fire will be checked periodically as needed, based upon site and weather conditions, until such time as it is declared "out". More than one visit each day may be required, and such visits may occur for multiple days. During this time, nuisance smokes may be extinguished and other direct action taken, but the emphasis will be to allow the fire to burn-out and self-extinguish over time.

3) **Devices** – Ignition devices will include drip torches and/or fusees (ie – road flares).

XI CONTINGENCY PLAN

A. **General:** Resources that would be needed to manage or suppress the fire – in the event of either an escape (a fire burning outside the intended burn unit) or unacceptably intense fire behavior (a fire burning too hot within the burn unit to meet burn objectives) – will be identified during the planning for any given burn unit. The type and # of these resources will be dependent upon access, terrain, fuel loading, expected fire behavior, etc.

B. **Resources:** Resources thus identified will be confirmed as available the day of ignition, and prior to ignition itself. These will be identified during the briefing and documented on the Briefing Form (Appendix D).

C. **Management Decision Points:** The Burn Boss will determine Management Decision Points prior to ignition that might signal the need for contingency resources. Use of contingency resources does not always indicate an escape has occurred or that the prescribed fire is being declared/converted to a wildfire. Management Decision Points usually the location of the fire and/or its spread or intensity, but may also involve the inability to achieve identified objectives, smoke management concerns (ie - smoke column has changed and is affecting a known smoke-sensitive location), loss of on-site operational resources (ie – mechanical breakdown), or some other "non-fire" related element of the operation.

D. **Response:** Identified resources are not required or expected to be on-site, they are only expected to be available if requested. In the event contingency forces are required, the Burn Boss will contact the appropriate dispatch center and request their assignment to the event.

XII. WILDFIRE DECLARATION

A. **Declaration:** The Burn Boss has authority to convert a prescribed fire to a wildfire. This action (conversion) will occur when contingency actions have failed or are likely to fail to bring the fire rapidly back into prescription. A prescribed fire must be declared a wildfire when the fire has spread outside of the project boundary and will not or can not be immediately suppressed by resources on site.

B. **IC Assignment:** A qualified Incident Commander will be assigned to any prescribed fire that is converted to a wildfire as soon as the Burn Boss initiates the conversion.

C. **Notifications:** The notification of a prescribed fire being converted to a wildfire will be the responsibility of the Burn Boss and would include the notification of the appropriate dispatch offices as well as all Flagstaff Fire Department Chief Officers.

D. Assistance: Additional resources above-and-beyond the Contingency Resources can and may be requested from the appropriate Dispatch office(s).

XIII. SMOKE MANAGEMENT

A. Compliance: The Burn Boss will comply with Arizona Department of Environmental Quality (ADEQ) rules and regulations for prescribed fire and smoke management. This is a standard Flagstaff Fire Department Wildland Fire Management practice.

B. Permits & Reports: Requests for burning will be submitted to ADEQ no later than 1400 hrs (2:00 pm) the day prior to burning. An Accomplishment Report will similarly be submitted to ADEQ the day following a planned ignition – regardless if burning actually occurred or not.

C. Smoke Sensitive Receptors: Smoke trajectory maps for each proposed burn will be completed and filed with ADEQ. These are used to assist with determining if approvals are granted for burning. If during an on-going burn, conditions become unfavorable for smoke dispersal, the Burn Boss is obligated to consider modifying the operation or ceasing ignition altogether.

D. Emission Reduction Techniques: Emission Reduction Techniques (ERT's) will be considered, and as many as possible applied, both before and during a prescribed fire operation, to reduce smoke impacts. These are generally categorized into one-of-three arenas:

- *Reduce* (ex: remove fire wood from site prior to burning),
- *Avoid* (ex: exclude areas of heavy fuel concentrations), and
- *Eliminate* (ex: burn when larger fuels are wet, thereby reducing their ignition potential).

XIV. POST-BURN ACTIVITIES

The following are activities the Burn Boss (or designee) must complete and, if appropriate, place in the project record:

1. Gather weather, smoke, and first order fire effects data;
2. Document significant events that occurred during the operation;
3. Conduct an immediate After Action Review (AAR) with all resources assigned to the burn (completed at completion of operation and before resources depart);
4. Ensure fire is patrolled until declared "out";
5. Ensure any needed site-rehabilitation or repairs are completed;
6. Complete individual performance evaluations or Task Book entries, if applicable;
7. Complete ADEQ Accomplishment Form and submit the day following the burn, and;
8. Prepare and submit a Burn Packet for and invoice to the County;
9. Address any other issues until resolved.

APPENDICES

Appendix A: Complexity Analysis

Appendix B: Fire Behavior Models

Appendix C: Behave Run Calculations

Appendix D: FFD Briefing Form

Appendix E: Medical Plan (ICS 206)

Appendix F: Job Hazard Analysis

Appendix A: COMPLEXITY RATING
Summary

PRESCRIBED FIRE NAME RLNA & FTCP			
ELEMENT	**RISK**	**POTENTIAL CONSEQUENCE**	**TECHNICAL DIFFICULTY**
1. Potential for escape	M	M	L
2. The number and dependence of activities	L	L	L
3. Off-site Values	M	M	M
4 On-Site Values	L	M	L
5. Fire Behavior	M	H	M
6. Management organization	L	L	L
7. Public and political interest	L	L	L
8. Fire Treatment objectives	L	M	L
9 Constraints	L	M	M
10 Safety	M	M	M
11. Ignition procedures/ methods	L	L	L
12. Interagency coordination	L	M	L
13. Project logistics	L	L	L
14 Smoke management	L	L	M

COMPLEXITY RATING SUMMARY	**OVERALL RATING**
RISK	LOW
CONSEQUENCES	MODERATE
TECHNICAL DIFFICULTY	LOW
SUMMARY COMPLEXITY DETERMINATION	MODERATE
RATIONALE: Areas to be burned will have undergone thinning and/or other treatment actions. Roads and/or other fuel breaks will be present or will be established.	

Analysis

1. Potential for Escape

Risk	**Rationale**
Low Moderate High	Light fuel loadings exist in much of Section 4 due to previous thinning and prescribed fire operations. However there are several large wildlife deferral areas that have not been thinned which are located interior in drainage and hilltop locations. A majority of the site is Westerly facing and receives good warming sunlight. Control lines consist of the various social trails and roads located in open areas with little to no control issues adjacent to lines.
Potential Consequences	**Rationale**
Low Moderate High	Previously treated lands exist to the North, West, and South. To the East is the area of most concern due to the topography (woody Mountain) and the lack of treated area including Private property directly adjacent to the site. To the East, any escape would need to be recognized and handled immediately to avoid fire burning either out of project boundaries and threatening Woody Mountain Lookout Tower.
Technical Difficulty	**Rationale**
Low Moderate High	Holding needs would require engines, and or ATV/UTV's with water tanks. Various social trails and roads are available as holding lines. Many of the burn blocks have a majority of the lines in open areas with minimal adjacent fuel loading. Prep work is, in many cases, already done with the use of social trails and the urban trail system.

2. The Number and Dependency of Activities

Risk	**Rationale**
Low Moderate High	A simple burn organization can handle burning in both parks. Burn blocks can be relatively small acreage allowing for burns of a single day thus reducing the need for multiple days of burning.
Potential Consequences	**Rationale**
Low Moderate High	Ignitions, holding, patrolling, mop-up if necessary can all be handled without difficulty.
Technical Difficulty	**Rationale**
Low Moderate High	Sufficient resources and supplies are available within the fire department and partnering agencies to conduct operations.

3. Off-Site Values

Risk	**Rationale**
Low Moderate High	Previously treated lands exist to the North, West, and South. To the East is the area of most concern due Woody Mountain Lookout Tower and the topography mixed with the lack of treated area directly adjacent to the site. .

Potential Consequences	Rationale
Low Moderate High	If a prescribed fire were to escape from project boundaries, large holding roads (woody Mountain road) exist with treated forest surrounding the block to the South, West, and North. Immediate actions to contain the fire would be needed to the East due to Private property, Woody Mountain, the untreated slope, and the lookout tower. Overhead power lines are the Northern holding line of Section 4 causing concern for heavy amounts of smoke impact the would only be created by an escaped fire to the North with North winds (fire would be burning back towards section 4).
Technical Difficulty	**Rationale**
Low Moderate High	Adequate contingency resources are available due to 24/7 staffing of fire department stations. Access to areas outside of the project boundary is good for engines, water tenders, and other contingency resources. No known T&E issues exist on USFS lands to the north of this project.

4. On-Site Values

Risk	Rationale
Low Moderate High	Large power lines run along the Northern Boundary and a power transfer station is located in an open are in the North Western corner of the site. An elaborate but primitive trail system in located throughout the site.
Potential Consequences	**Rationale**
Low Moderate High	Large amounts of smoke impacting the power lines could cause arcing and ultimately shorting or breakage. Direct fire impact to the transfer station would cause breakage. All impacts could cause potentially life threatening situations.
Technical Difficulty	**Rationale**
Low Moderate High	No critical habitat or T& E issues have been identified. Chances of impact to the power lines with fire or significant smoke is very minimal. Trail system can not be damaged by fire.

5. Fire Behavior

Risk	Rationale
Low Moderate High	A moderate rating was chosen due to the topography experienced site wide and the wildlife deferral cut areas which have potential to produce more intense heat and fire than the rest of the site. Large open areas have continuous grass fuels to sustain fire.
Potential Consequences	**Rationale**
Low Moderate High	Fire behavior outside the project would be about the same as expected within the project. Previous thinning and broadcast burning have provided the ability to limit growth to the South, West, and North. Any escape to the East must be aggressively attacked to keep small.
Technical Difficulty	**Rationale**
Low Moderate High	Due to previous thinning and pile burning activities on site a majority of the burn blocks present little challenge to carryout burning operations. The wildlife deferral areas must be actively monitored and slowly burned to limit intensity.

6. Management Organization

Risk	Rationale
Low *Moderate* *High*	A simple burn organization can handle ignitions and holding. Most if not all burning can be accomplished in a single burn period.
Potential Consequences	**Rationale**
Low *Moderate* *High*	
Technical Difficulty	**Rationale**
Low *Moderate* *High*	Most if not all resources can be assembled from the Flagstaff Fire Department but other agencies may be used. All local resources are familiar with the general area, fuels, and local weather patterns. Qualified overhead exist within the fire department minimizing the need to bring in others from out of the area.

7. Public and Political Interest

Risk	Rationale
Low *Moderate* *High*	Recreational use closure on the immediate area throughout Section 4 is the only concern for this burn.
Potential Consequences	**Rationale**
Low *Moderate* *High*	Burning in the project will pose minimal public impacts.
Technical Difficulty	**Rationale**
Low *Moderate* *High*	Minimal activity needed due to location and low use of site.

8. Fire Treatment Objectives

Risk	Rationale
Low *Moderate* *High*	
Potential Consequences	**Rationale**
Low *Moderate* *High*	Use of a various firing techniques will allow us to meet stated objectives of minimizing tree mortality and scorch as well as reducing 1, 10, and 100 hour fuels.
Technical Difficulty	**Rationale**
Low *Moderate* *High*	Burning can be accomplished in 1 operational period, no special equipment or tools are needed for burning. Adequate staffing exists within the fire department and partnerships to accomplish burning in this project.

9. Constraints

Risk	**Rationale**
Low *Moderate* *High*	An adequate number of days exist during any given year to allow for accomplishment of objectives during optimal weather conditions and considering public events in both parks.
Potential Consequences	**Rationale**
Low *Moderate* *High*	Section 3 and the private property to the East pose concern for
Technical Difficulty	**Rationale**
Low *Moderate* *High*	Working with fire agency partners and aligning weather and fuels require time and attention.

10. Safety

Risk	**Rationale**
Low *Moderate* *High*	By adhering to established guidelines for individual qualifications for prescribed fire, use of appropriate PPE, and maintaining situational awareness during operations a moderate rating is warranted. This project potentially exposes firefighters to vehicle traffic and overhead power-lines.
Potential Consequences	**Rationale**
Low *Moderate* *High*	The consequence for direct fire impingement and significant smoke impact to power lines could cause be life threatening- however unlikely due to fuel loading and holding line placement.
Technical Difficulty	**Rationale**
Low *Moderate* *High*	Appropriate signage of Woody Mountain road will reduce vehicle traffic risk. Appropriate ignitions and ignition patterns will reduce the risk of electrocution/ impact on powerlines.

11. Ignition Procedures/Methods

Risk	**Rationale**
Low *Moderate* *High*	A simple burn organization and only 1 operational period will suffice to meet the stated objectives.
Potential Consequences	**Rationale**
Low *Moderate* *High*	Activities are not highly related to one another.
Technical Difficulty	**Rationale**
Low *Moderate* *High*	Hand ignitions will be used for both parks. Ignition patterns are not difficult and can be easily instituted.

12. Interagency Coordination

Risk	**Rationale**
Low *Moderate* *High*	
Potential Consequences	**Rationale**
Low *Moderate* *High*	Coordination needs to occur with Coconino County employees, USFS, as well as other cooperators and coordinating agencies would occur. This is a normal part of the FFD/ USFS operations throughout the year on several projects including burning.
Technical Difficulty	**Rationale**
Low *Moderate* *High*	Pre developed relationships and agreements exist as well as e-mail lists and contact lists exist.

13. Project Logistics

Risk	**Rationale**
Low *Moderate* *High*	
Potential Consequences	**Rationale**
Low *Moderate* *High*	
Technical Difficulty	**Rationale**
Low *Moderate* *High*	Minimal coordination necessary to obtain necessary equipment and supplies.

14. Smoke Management

Risk	**Rationale**
Low *Moderate* *High*	Smaller burn blocks, prior fuels reduction efforts, and distance from the Flagstaff area
Potential Consequences	**Rationale**
Low *Moderate* *High*	Smoke sensitive receptors are minimal within and near to the burn unit. Smaller burn blocks and fuels reduction will limit smoke production.
Technical Difficulty	**Rationale**
Low *Moderate* *High*	Burning only with favorable weather conditions should alleviate many of the concerns about smoke impacts. However due to predominate wind patterns some smoke impacts are likely to occur but should be of short duration.

Appendix B: FIRE BEHAVIOR MODELS

FUEL MODELS DESCRIPTIONS
Grass Group

Fire Behavior Fuel Model 1

Fire spread is governed by the fine, very porous, and continuous herbaceous fuels that have cured or are nearly cured. Fires are surface fires that move rapidly through the cured grass and associated material. Very little shrub or timber is present, generally less than one-third of the area.

Grasslands and savanna are represented along with stubble, grass-tundra, and grass-shrub combinations that met the above area constraint. Annual and perennial grasses are included in this fuel model. Refer to photographs 1, 2, and 3 for illustrations.

This fuel model correlates to 1978 NFDRS fuel models A, L, and S.

Fuel model values for estimating fire behavior

Total fuel load, < 3-inch dead and live, tons/acre	0.74
Dead fuel load, ¼-inch, tons/acre	.74
Live fuel load, foliage, tons/acre	0
Fuel bed depth, feet	1.0

Photo 1. Western annual grasses such as cheatgrass, medusahead ryegrass, and fescues.

Photo 2. Live oak savanna of the Southwest on the Coronado National Forest.

Photo 3. Open pine—grasslands on the Lewis and Clark National Forest.

Fire Behavior Fuel Model 2

Fire spread is primarily through the fine herbaceous fuels, either curing or dead. These are surface fires where the herbaceous material, in addition to litter and dead-down stemwood from the open shrub or timber overstory, contribute to the fire intensity. Open shrub lands and pine stands or scrub oak stands that cover one-third to two-thirds of the area may generally fit this model; such stands may include clumps of fuels that generate higher intensities and that may produce firebrands. Some pinyon-juniper may be in this model. Photographs 4 and 5 illustrate possible fuel situations.

This fuel model correlates to 1978 NFDRS fuel models C and T.

Fuel model values for estimating fire behavior

Total fuel load, < 3-inch dead and live, tons/acre	4.0
Dead fuel load, ¼-inch, tons/acre	2.0
Live fuel load, foliage, tons/acre	0.5
Fuel bed depth, feet	1.0

Photo 4. Open ponderosa pine stand with annual grass understory.

Photo 5. Scattered sage within grasslands on the Payette National Forest.

Fire Behavior Fuel Model 9

Fires run through the surface litter faster than model 8 and have longer flame height. Both long-needle conifer stands and hardwood stands, especially the oak-hickory types, are typical. Fall fires in hardwoods are predictable, but high winds will actually cause higher rates of spread than predicted because of spotting caused by rolling and blowing leaves. Closed stands of long-needled pine like ponderosa, Jeffrey, and red pines, or southern pine plantations are grouped in this model. Concentrations of dead-down woody material will contribute to possible torching out of trees, spotting, and crowning.

NFDRS fuel models E, P, and U are represented by this model. It is also a second choice for models C and S. Some of the possible field situations fitting this model are shown in photographs 25, 26, and 27.

Fuel model values for estimating fire behavior

Total fuel load, < 3-inch dead and live, tons/acre	3.5
Dead fuel load, ¼-inch, tons/acre	2.9
Live fuel load, foliage, tons/acre	0
Fuel bed depth, feet	0.2

Photo 25. Western Oregon white oak fall litter; wind tumbled leaves may cause short-range spotting that may increase ROS above the predicted value.

Photo 26. Loose hardwood litter under stands of oak, hickory, maple and other hardwood species of the East.

Photo 27. Long-needle forest floor litter in ponderosa pine stand near Alberton, Mont.

Appendix C: BEHAVE RUN MIDELING CALCULATIONS

Minimum Prescription values: surface fire and scorch

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Inputs: SURFACE, SCORCH

Description		Section 4 Minimum values
Fuel/Vegetation, Surface/Understory		
Fuel Model		2, 9
Fuel Moisture		
1-h Moisture	%	2
10-h Moisture	%	2
100-h Moisture	%	5
Live Herbaceous Moisture	%	100
Live Woody Moisture	%	100
Weather		
Midflame Wind Speed (upslope)	mi/h	0
Air Temperature	oF	50
Terrain		
Slope Steepness	%	0, 10, 20, 30, 40, 50

Run Option Notes

Maximum reliable effective wind speed limit IS imposed [SURFACE].

Calculations are only for the direction of maximum spread [SURFACE].

Fireline intensity, flame length, and spread distance are always for the direction of the spread calculations [SURFACE].

Wind is blowing upslope [SURFACE].

Section 4 Minimum values

Surface Rate of Spread (maximum) (ch/h)

Fuel Model	Slope Steepness %					
	0	10	20	30	40	50
2	3.1	3.9	6.2	10.1	15.5	22.5
9	1.3	1.5	2.1	3.1	4.6	6.4

Section 4 Minimum values

Flame Length (ft)

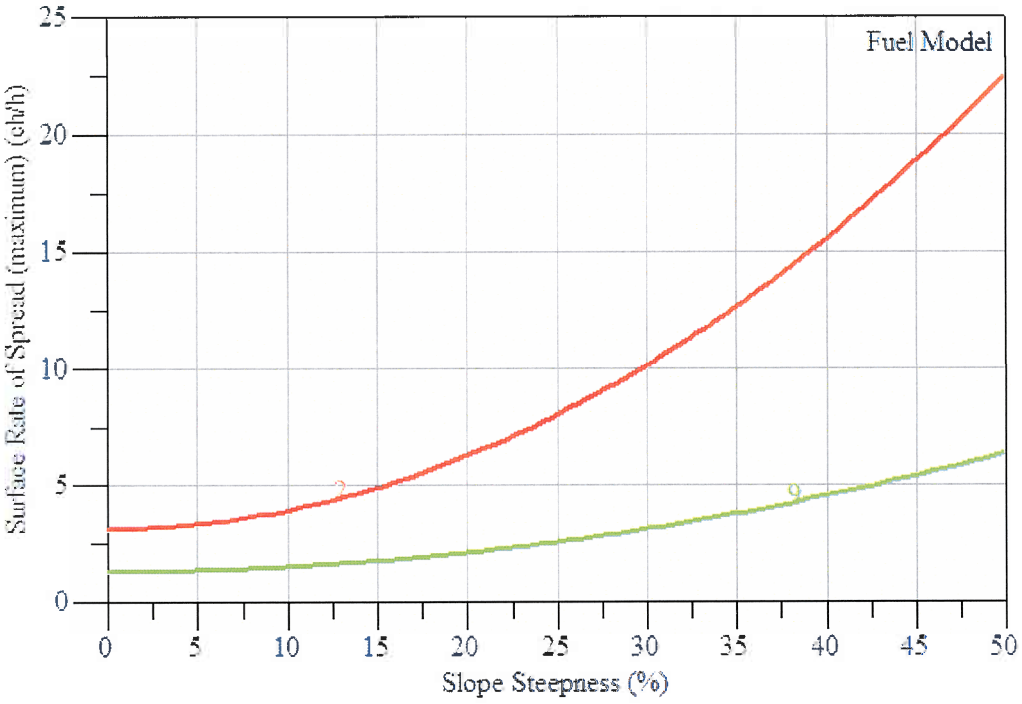
Fuel Model	Slope Steepness %					
	0	10	20	30	40	50
2	2.3	2.5	3.1	3.9	4.8	5.7
9	1.4	1.5	1.7	2.1	2.5	2.9

Section 4 Minimum values

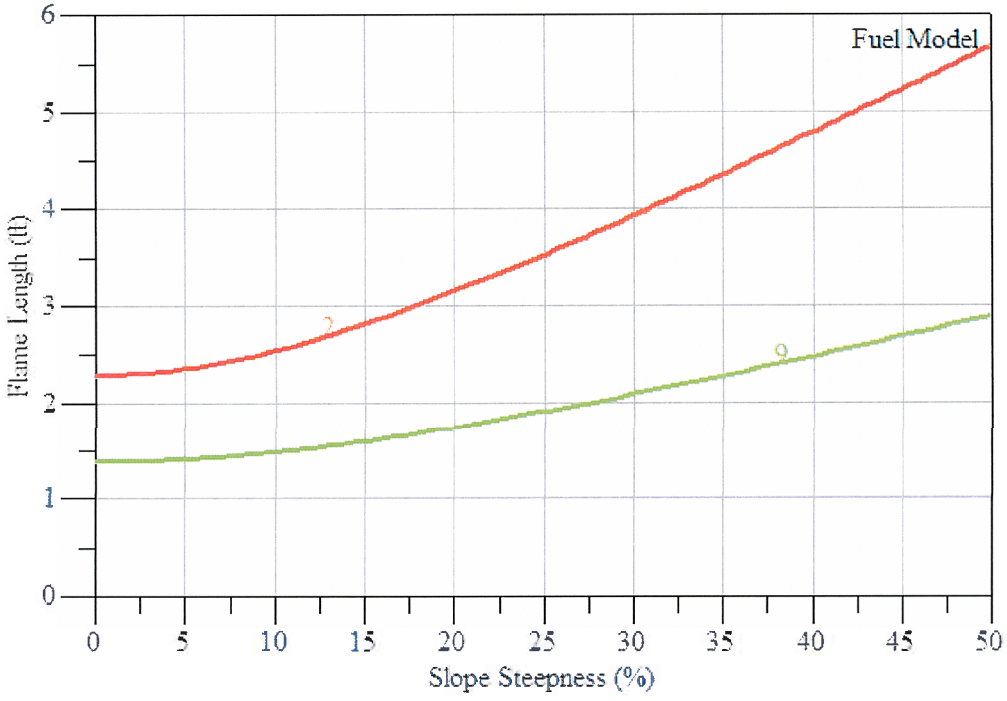
Scorch Height (ft)

Fuel Model	Slope Steepness %					
	0	10	20	30	40	50
2	7	9	12	16	22	28
9	4	4	5	6	8	10

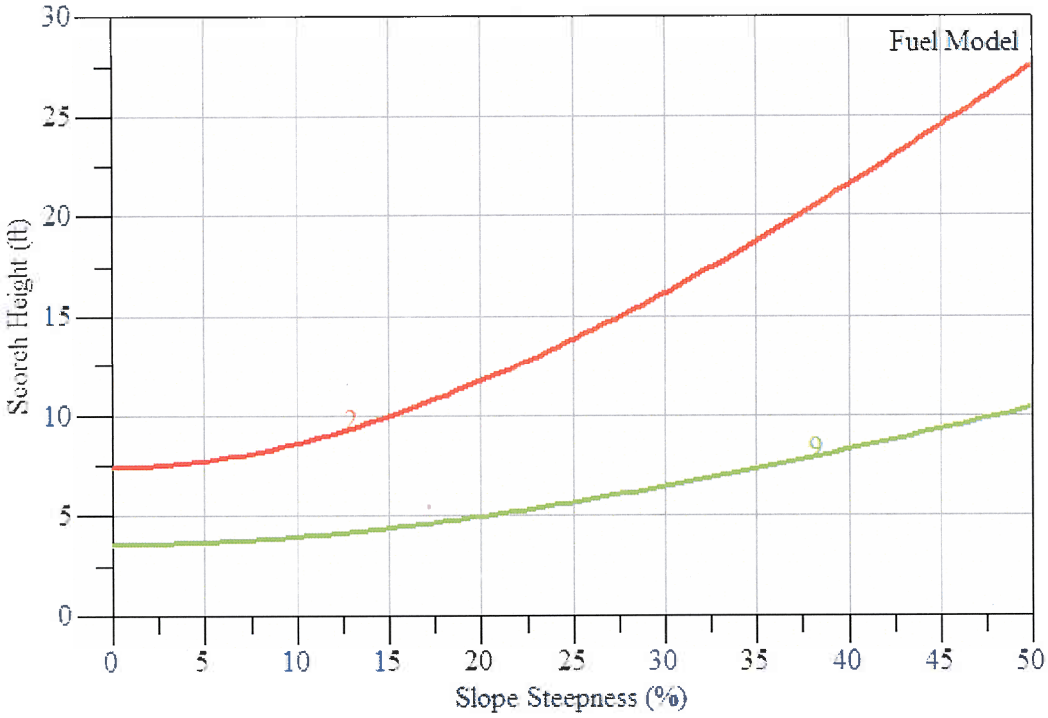
Section 4 minimum values



Section 4 minimum values



Section 4 minimum values



Maximum Prescription values: surface fire and scorch

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Inputs: SURFACE, SCORCH

Description		Section 4 maximum values

Fuel/Vegetation, Surface/Understory

Fuel Model		2, 9

Fuel Moisture

1-h Moisture	%	14
10-h Moisture	%	16
100-h Moisture	%	25
Live Herbaceous Moisture	%	200
Live Woody Moisture	%	200

Weather

Midflame Wind Speed (upslope)	mi/h	10
Air Temperature	oF	80

Terrain

Slope Steepness	%	0, 10, 20, 30, 40, 50

Run Option Notes

Maximum reliable effective wind speed limit IS imposed [SURFACE].

Calculations are only for the direction of maximum spread [SURFACE].

Fireline intensity, flame length, and spread distance are always for the direction of the spread calculations [SURFACE].

Wind is blowing upslope [SURFACE].

Output Variables

Surface Rate of Spread (maximum) (ch/h) [SURFACE]

Flame Length (ft) [SURFACE]

Scorch Height (ft) [SCORCH]

Section 4 Maximum values

Surface Rate of Spread (maximum) (ch/h)

Fuel Model	Slope Steepness %					
	0	10	20	30	40	50
2	10.8	10.8	10.8	10.8	10.8	10.8
9	18.0	18.1	18.3	18.8	19.4	20.2

Section 4 Maximum values

Flame Length (ft)

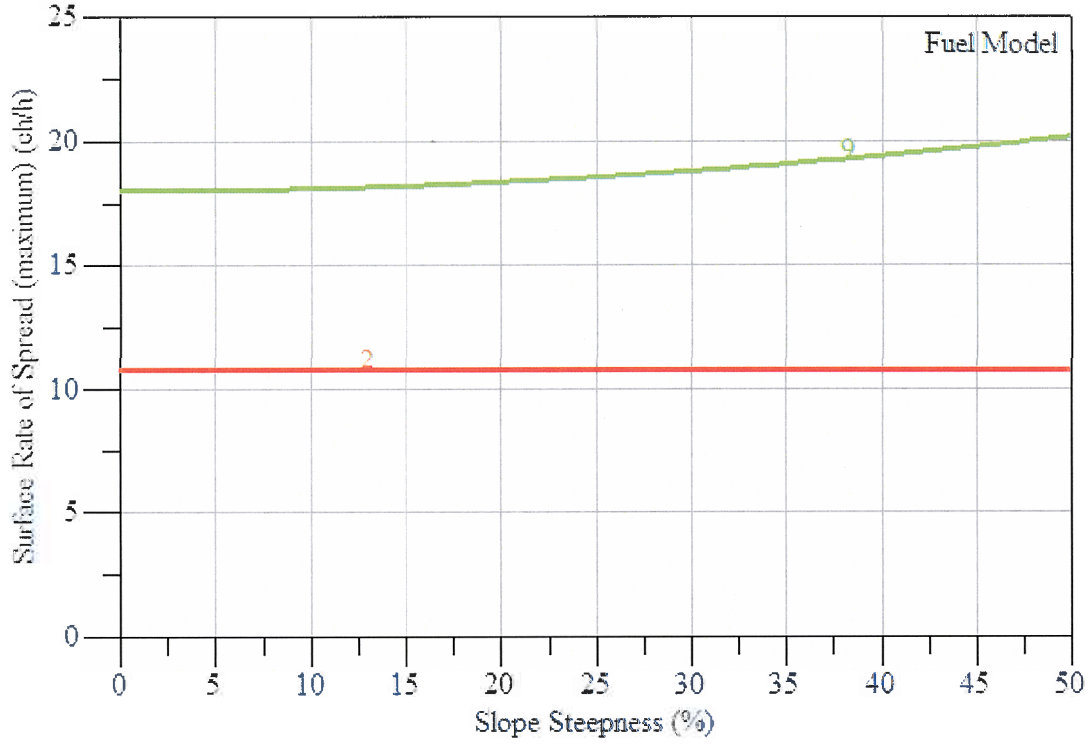
Fuel Model	Slope Steepness %					
	0	10	20	30	40	50
2	1.8	1.8	1.8	1.8	1.8	1.8
9	3.8	3.8	3.9	3.9	4.0	4.0

Section 4 Maximum values

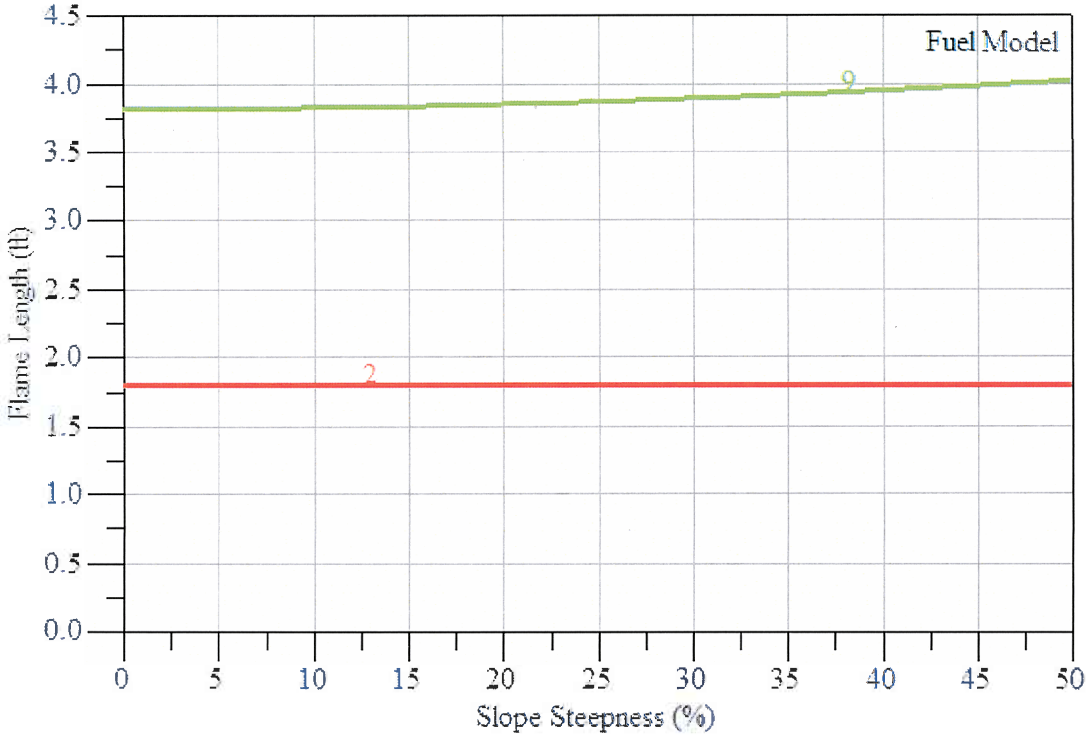
Scorch Height (ft)

Fuel Model	Slope Steepness %					
	0	10	20	30	40	50
2	1	1	1	1	1	1
9	7	7	7	8	8	8

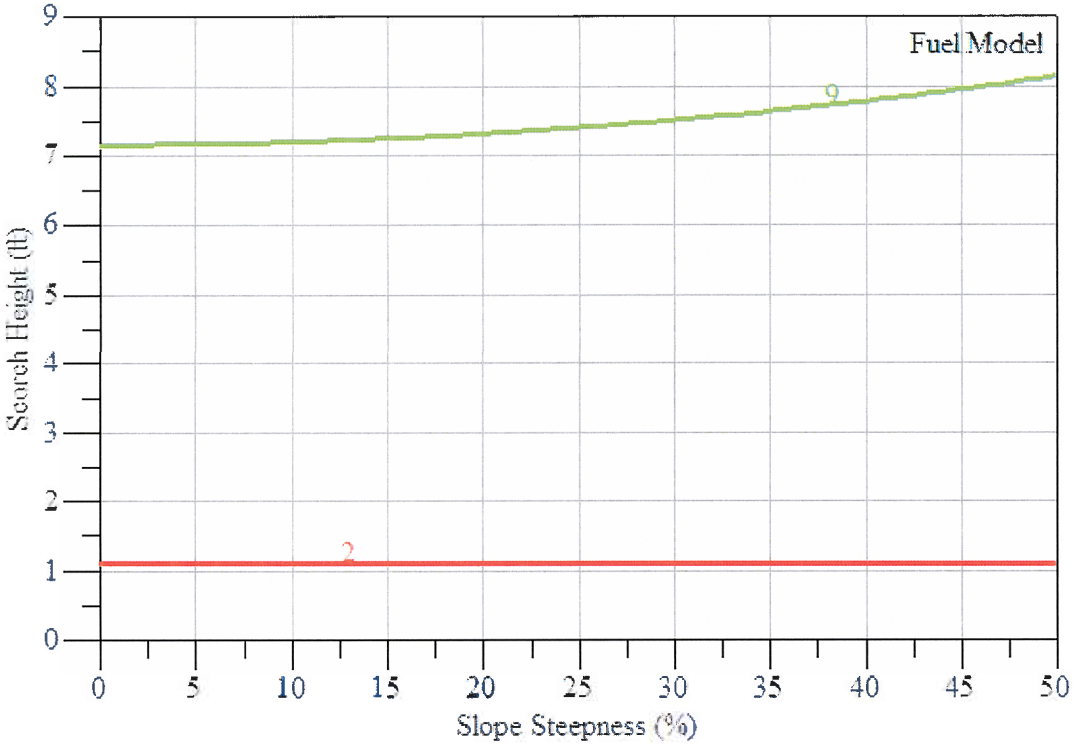
Section 4 maximum values



Section 4 maximum values

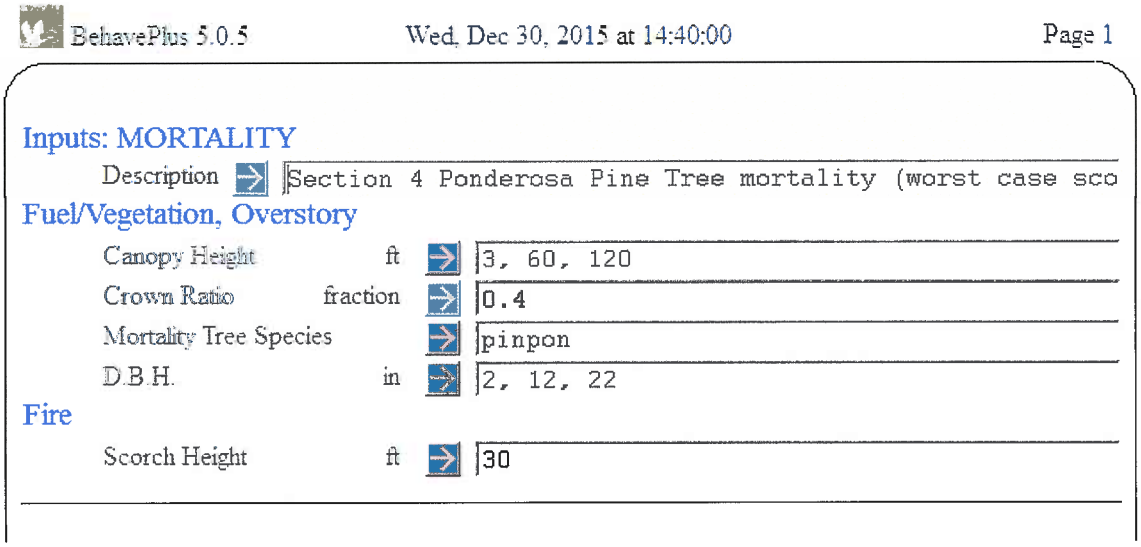


Section 4 maximum values



Tree Mortality

Ponderosa Pine:



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Inputs: MORTALITY

Description		Section 4 Ponderosa Pine Tree mortality (worst case sco
Fuel/Vegetation, Overstory		
Canopy Height	ft	3, 60, 120
Crown Ratio	fraction	0.4
Mortality Tree Species		pinpon
D.B.H.	in	2, 12, 22
Fire		
Scorch Height	ft	30

Section 4 Ponderosa Pine Tree mortality (worst case scorch height)

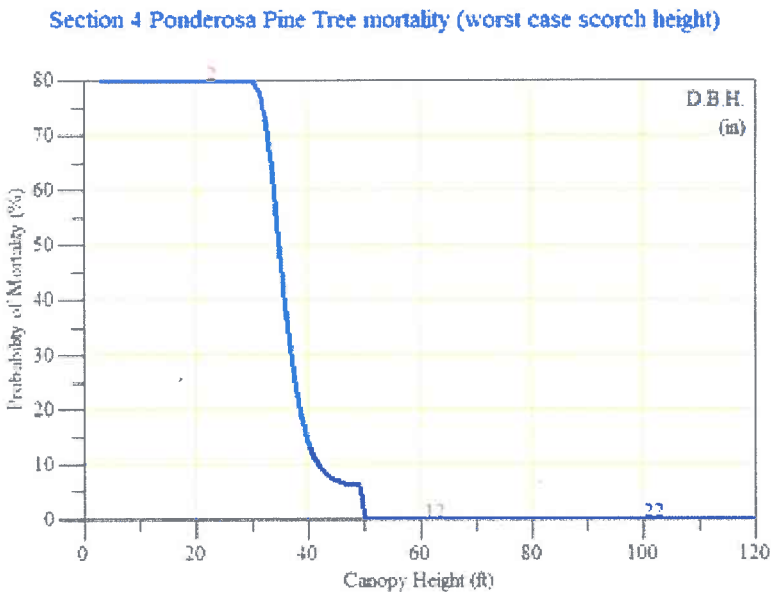
Probability of Mortality (%)

Canopy Ht	D.B.H. in		
ft	2	12	22
3	80	80	80
60	0	0	0
120	0	0	0

Section 4 Ponderosa Pine Tree mortality (worst case scorch height)

Probability of Mortality (%)

Canopy Ht	D.B.H. in		
ft	2	12	22
3	80	80	80
60	0	0	0
120	0	0	0



Gambel Oak:

BehavePlus 5.0.5 Wed, Dec 30, 2015 at 14:43:25 Page 1

Inputs: MORTALITY

Description		Section 4 Oak Tree mortality (worst case scorch height)

Fuel/Vegetation, Overstory

Canopy Height	ft	3, 60, 80
Crown Ratio	fraction	0.4
Mortality Tree Species		QUESPP
D.B.H.	in	2, 12, 22

Fire

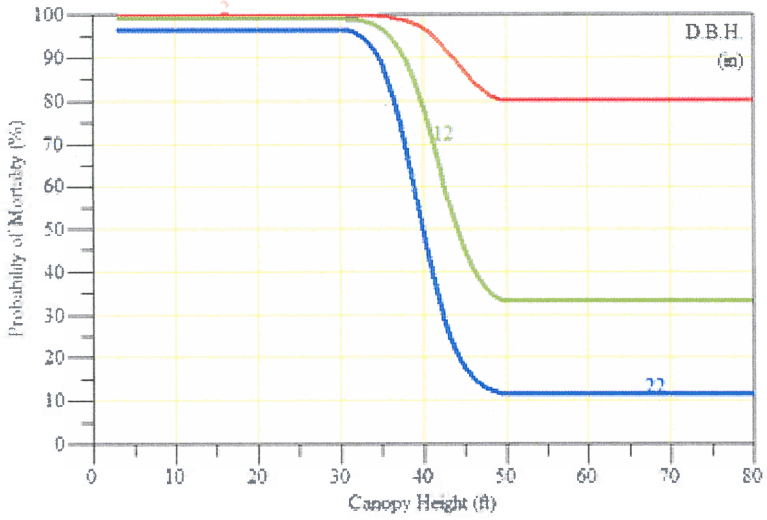
Scorch Height	ft	30

Section 4 Tree Mortality (worst case scorch height)

Probability of Mortality (%)

Canopy Ht ft	D.B.H. in 2	12	22
3	100	99	97
60	80	33	12
80	80	33	12

Section 4 Oak Tree mortality (worst case scorch height)



Spotting Distance

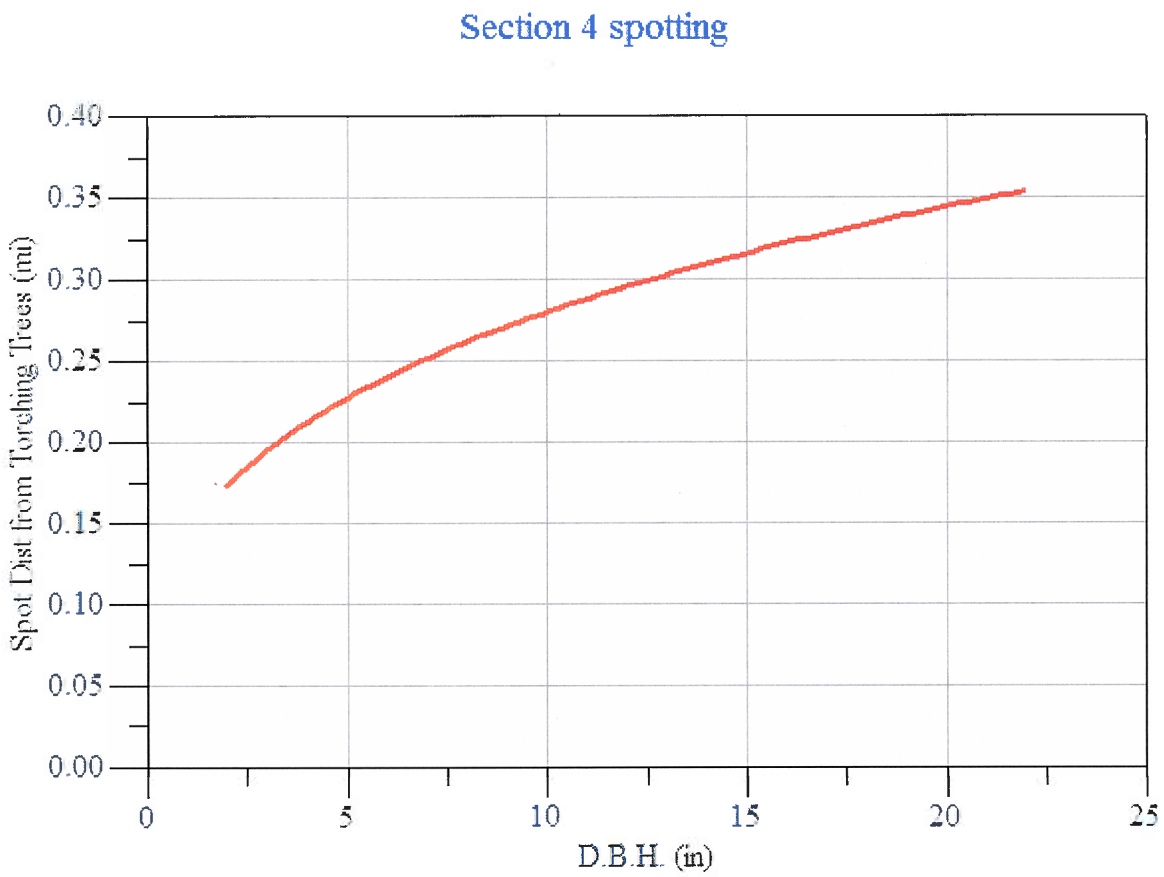
BehavePlus 5.0.5 Wed, Dec 30, 2015 at 15:45:54 Page 1

Inputs: SPOT

Description		Section 4 spotting
Fuel/Vegetation, Overstory		
Downwind Canopy Height	ft	50
Torching Tree Height	ft	60
Spot Tree Species		pinpon
D.B.H.	in	2, 12, 22
Weather		
20-ft Wind Speed (upslope)	mi/h	20
Terrain		
Ridge-to-Valley Elevation Difference	ft	0
Ridge-to-Valley Horizontal Distance	mi	0
Spotting Source Location		MW
Fire		
Number of Torching Trees		1

Section 4 spotting

Tree D.B.H. in	Torch Tree Spot Dist mi
2	0.2
12	0.3
22	0.4



Contain

BehavePlus 5.0.5 Wed, Dec 30, 2015 at 17:11:50 Page 1

Inputs: CONTAIN

Description		Section 4 Containment
Fire		
Surface Rate of Spread (maximum)	ch/h	10, 12, 14, 16, 18, 20
Fire Size at Report	ac	0.1
Length-to-Width Ratio		3
Suppression		
Suppression Tactic		Rear
Line Construction Offset	ch	1.5
Resource Line Production Rate	ch/h	36
Resource Arrival Time	h	0
Resource Duration	h	3

Section 4 Containment

ROS (max) ch/h	Area at Attack ac	Perimeter at Attack ch	Contain Status	Time from Report h	Contain Area ac
10	0.1	4.4	Contained	0.3	2.6
12	0.1	4.4	Contained	0.4	3.3
14	0.1	4.4	Contained	0.6	4.8
16	0.1	4.4	Contained	1.2	9.7
18	0.1	4.4	Withdrawn	3.0	-1.0
20	0.1	4.4	Withdrawn	3.0	-1.0

Section 4 Containment

ROS (max) ch/h	Fireline Constructed ch	Res Used
10	19.5	1
12	22.9	1
14	29.8	1
16	50.9	1
18	114.3	1
20	113.5	1

Appendix D: BRIEFING FORMAT

FLAGSTAFF FIRE DEPARTMENT

Rx Fire Briefing

Burn Name _____

1. Type: Broadcast Pile Other _____ Size: _____

2. Objectives: (circle all that apply)
   a. reduce piled fuel accumulations
   b. reduce 1 and 10 hour fuel accumulations
   c. minimize tree mortality to < 5%
   d. minimize scorch to residual trees
   e. other _____
   f. minimize smoke impacts

3. Burn Boss: _____ (See attached organization chart)

4. PPE and Safety equipment: _____

5. Location of Rx Fire/Smoke Signs:

6. Wx Forecast: Temp _____ RH _____ Cloud cover _____
   Wind Speed: _____ Direction __ Haines Index _____

7. Hazards: _____

8. Smoke Impacts: _____

   Smoke Sensitive Contacts Notified:_____(Add names to back)

9. ***Safety Zones/Escape Routes:*** _____

10. Expected Fire Behavior: Flames: length _____ ROS _____
    Spotting: distance _____ Ign. Prob. ___

11. Communications: Primary _____
    Back-up _____

12. Management Decision Points: _____

13. Escape/Cut off: _____

14. Contingency Resources: _____

GO/NO-GO CHECKLIST

	YES	NO
A. Has the burn unit experienced unusual drought conditions or does it contain above normal fuel loadings which were not considered in the prescription development? If NO proceed with checklist below, if YES go to item B.		
B. Has the prescribed fire plan been reviewed and an amendment and technical review been completed; or has it been determined that no amendment is necessary? If YES to any, proceed with checklist below, if NO, STOP.		

YES	NO	QUESTIONS
		Are ALL pre-burn prescription parameters met?
		Are ALL smoke management specifications met?
		Has ALL required current and projected fire weather forecast been obtained and are they favorable?
		Are ALL planned operations personnel and equipment on-site, available, and operational?
		Has the availability of ALL contingency resources been checked and are they available?
		Have ALL personnel been briefed on the project objectives, their assignment, safety hazards, escape routes, and safety zones?
		Have all the pre-burn considerations identified in the Prescribed Fire Plan been completed or addressed?
		Have ALL the required notifications been made?
		Are ALL permits and clearances obtained?
		In your opinion, can the burn be carried out according to the Prescribed Fire Plan and will it meet the planned objective?

If all the questions were answered "YES" proceed with a test fire. Document the current conditions, location, and results

_____ _____

Burn Boss Date

_____ _____

Firing Boss Date

_____ _____

Holding Boss Date

Appendix E: MEDICAL PLAN

MEDICAL PLAN	1. Incident Name: Broadcast Burning	2. Date Prepared: May 2009	3. Time Prepared:	4. Operational Period:

5. Incident Medical Aid Station

Medical Aid Stations	Location	Paramedics Yes	Paramedics No

6. Transportation

A. Ambulance Services

Name	Address	Phone	Paramedics Yes	Paramedics No
Guardian Ground Ambulance	1215 N. Beaver Street, Flagstaff, AZ.	(928) 773-2145 / 911	XX	
Guardian Air	Flagstaff Airport	(928) 773-2145	XX	
AZ. Dept. of Public Safety	Flagstaff Airport	(928) 779-3617	XX	

B. Incident Ambulances

Name	Location	Paramedics Yes	Paramedics No

7. Hospitals

Name	Address	Travel Time Air	Travel Time Ground	Phone / FAX	Helipad Yes	Helipad No	Burn Center Yes	Burn Center No
Flagstaff Medical Center	1200 N. Beaver Street, Flagstaff, AZ.			(928) 779-3366	XX			XX
Marcus J. Lawrence Hospital	Cottonwood AZ.	.5 hr	1 hr		XX			XX
Maricopa Medical Center	2601 E. Roosevelt, Phx. AZ.	1.5	3	(602) 344-5637 (602) 344-5705	XX		XX	
Concentra Walk-In Clinic	120 W. Fine Ave. Flagstaff, AZ			(928) 773-9695		XX		XX
FMC Walk-In Clinic	1110 E. Route 66, Flagstaff, AZ			(928) 527-1920		XX		XX

8. Medical Emergency Procedures

Notify immediate supervisor of the following: nature of injury, location of the injured, how many are injured, resources needed such as spinal immobilization equipment, splints, an ambulance etc.

Then notify Burn Boss who will handle arrangements for the most appropriate type of transportation.

Minimize radio traffic to what is absolutely necessary on the assigned frequencies until the channel is "cleared".

Prepared by (Medical Unit Leader)	10. Reviewed by (Safety Officer)

Appendix F: JOB HAZARD ANALYSIS (JHA)

Flagstaff Fire Department	PROJECT: RLNA & FTCP	LOCATION: Flagstaff	DATE PREPARED: November 2015
NAME OF ANALYST: Skyler Lofgren	JOB TITLE: Wildland Fire Supervisor		
TASKS/PROCEDURES:	HAZARDS:	ABATEMENT ACTIONS:	
Travel to Project	Vehicles Other Drivers Animals Backing vehicle Weather and Road Conditions	Perform pre-trip inpection of vehicle. All drivers must hold a valid state driver's license for the appropriate vehicle class being operated. All occupants are required to wear seatbelts. Use backers when available. Drive defensively to avoid accidents. Reduce speed when weather and road conditions deteriorate, suspend driving when conditions have deteriorated to dangerous levels. Use parking brakes when vehicles are parked and chock blocks when vehicle is equipped. Use headlights both day and night when visiblity is reduced. Ensure clear directions and maps for the project are provided. Be alert for wildlife on or near roads, especially early morning and late afternoon.	
Burn Block Preperation	Strains & Sprains, cuts, injuries, Snags	Wear all required PPE for preperation activities including chain saw work, line construction with hand tools orATV/UTV drag, ask for help if lifting heavy objects. Watch footing while walking.	
Ignitions/Firing	Lack of experience, burns, fuel spills, injuries, exposure to smoke.	Ensure all personnel are current and qualified for assigned positions and that trainees have a qualified assigned mentor. Wear all required PPE, ensure sleeves are down and gloves are worn during ignitions. Maintian communications with Firing Boss and other ignitors. Ensure proper training on all ignition devices before use. Maintain proper spacing and alignment. Maintain secure footing while hiking, avoid having fire below you, ensure all entrapment avoidance guidelines are followed (ie LCES, 10 & 18, etc.). When lighting in smoky conditions monitor personnel and rotate out of smoke to minimize exposure.	

Holding	**Lack of experience, burns, exposure to heavy smoke, injuries.**	**Ensure all personnel are current and qualified for assigned positions and that trainees have a qualified assigned mentor. Wear all required PPE, ensure sleeves are down and gloves are worn during holding operations. Maintain communications with Holding Boss and Firing Boss. Maintain secure footing while hiking, avoid having fire below, ensure all entrapment avoidance guidelines are followed (ie LCES, 10 & 18, etc.). Holding in smoky conditions monitor personnel and rotate out of smoke to minimize exposure.**
Monitoring	**Lack of experience, burns, exposure to smoke, injuries.**	**Ensure all personnel are current and qualified for assigned positions and that trainees have a qualified assigned mentor. Wear all required PPE, ensure sleeves are down and gloves are worn during monitoring operations. Maintian communications with Holding Boss and Firing Boss. Maintain adequate spacing from fires edge to lessen exposure. Maintain secure footing while hiking, avoid having fire below, ensure all entrapment avoidance guidelines are followed (ie LCES, 10 & 18, etc.). When monitoring in smoky conditions monitor personnel and rotate out of smoke to minimize exposure.**

Appendix G: PILE STANDARDS

FLAGSTAFF FIRE DEPARTMENT
Debris Piling Standards

PILING SLASH:

Location:

- Place in open areas, at least ten (10) feet from residual trees or other combustible materials (ex: old stumps, large logs, other piles, etc).
- Avoid placing under power-lines or overhanging tree branches.
- NOTE: Extra trees may need to be cut to accommodate pile location.

Size:

- Shape shall resemble a cone.
- Minimum size shall be five (6) feet high x five (6) feet diameter.
- Large open areas may allow for larger piles, but in no case shall pile be in excess of ten (10) feet high x ten (10) feet wide.

Construction:

- Start by layering tops and small branches: this material is be no more than three (3) feet in length.
- Add larger branches, no more than four (4) feet in length: large end toward top of pile.
- Intermix wood pieces (no more than 2 feet in length and no larger than six (6) inches diameter (large end) throughout the pile as it is constructed.
- As pile is built, if possible, work to compact pile by standing on or pushing down material.
- Finally, add remaining wood pieces (same size restriction as listed above) to outside and top of pile. This material should never form the bulk of the pile.

Approval:

- As piles are being built, they must be approved by FFD prior to completion of project. This is the only way to ensure efficient and effective burn operations.

ATTACHMENTS
SPECIFIC BURN UNITS

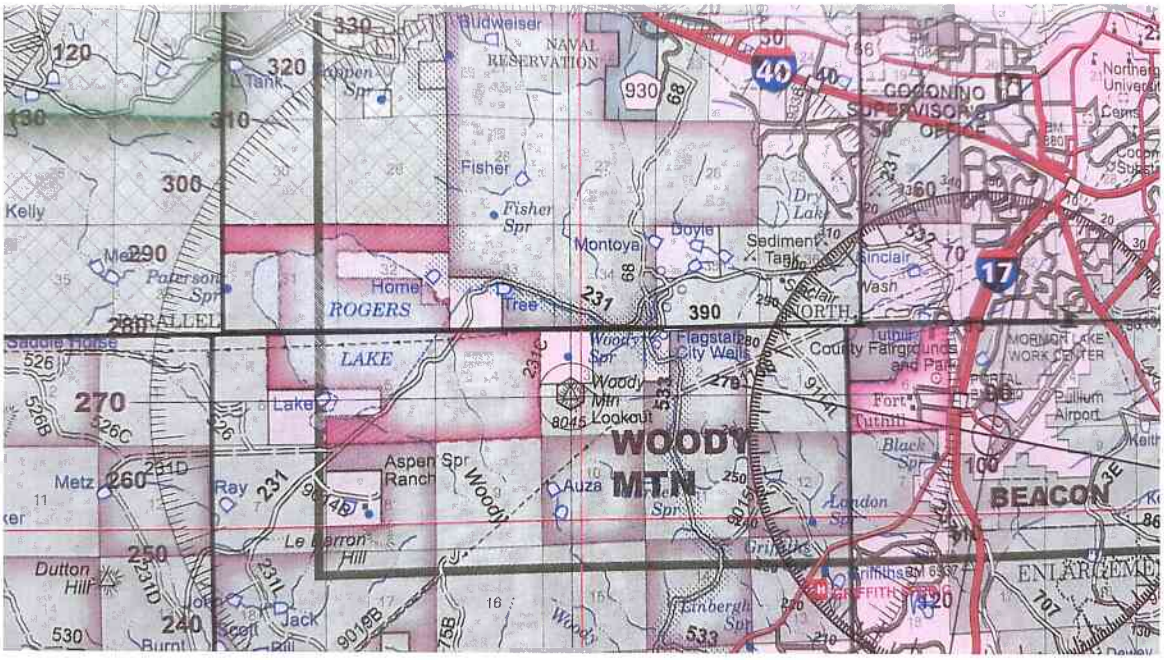
NOTE: This component of the overall Burn Plan will be updated peridocially with details concerning new Burn Units that are to be burned.

January 2015 -

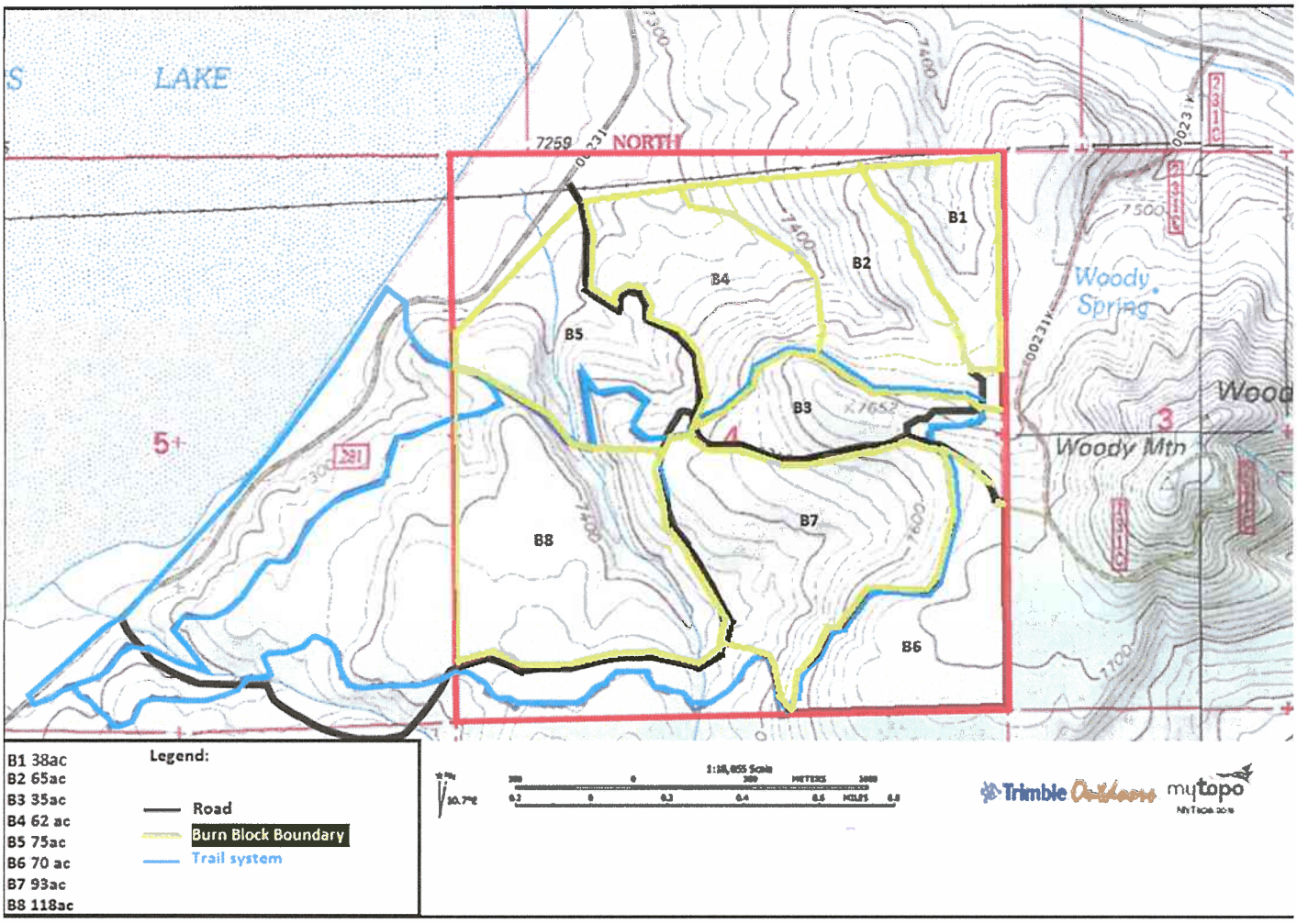
- Attachment 1 – RLNA Braodcast Burn – Section 4
- Attachment 2 – FTCP Pile Burn – Archery Range #1

ATTACHMENT 1
RLNA – Section 4
T20N-R6E-S4

Vicinity Map:



Site Map:


LAKE
NORTH
7259
B1
B2
B3
B4
B5
B6
B7
B8
Woody Spring
Woody Mtn
5+
281
B1 38ac
B2 65ac
B3 35ac
B4 62 ac
B5 75ac
B6 70 ac
B7 93ac
B8 118ac
Legend:
Road
Burn Block Boundary
Trail system
Trimble Outdoors
mytopo

I. DESCRIPTION OF SECTION 4

A. Physical:

1. **Size** – 600 acres
2. **Slope** – Ranges from 0 to 50%, but averages 25%
3. **Aspect** – Ranges from Southwest to North, but is generally West
4. **Elevation** – Ranges from 7,259 ft to 7,700 ft, but averages 7,479 ft
5. **Access** –
   - Main: Forest Road 231 (Woody Mountain Road)
   - Secondary: Forest Road 231C (Woody Mountain Lookout road)
6. **Burn Units** – Eight (8) different units have been identified: existing roads and trails were used to identify the units. Use of these existing natural breaks/control lines greatly simplifies pre-ignition preparation work requirements, and reduces risk of escape. Units acreage, and thus annual costs, vary somewhat, but have been spread-out over a five-year period to reduce costs and management needs. The intent is to burn 1-2 units each year as listed below.

❖ **Block I (B1) – 38 acres**
Priority: 1A
Planned Burn Year: 2016
Boundaries – Northern: Existing Power line road
Eastern: ATV drag/hand line along the section boundary fence/line
Southern: ATV drag/hand line constructed on old skid road
Western: ATV drag/hand line constructed on old skid road

❖ **Block 2 (B2) – 65 acres**
Priority: 1B
Planned Burn Year: 2016
Boundaries – Northern: Existing Power line road
Eastern: ATV drag/hand line constructed on old skid road
Southern: Foot trail- part of the trail system
Western: ATV drag/hand line constructed on old skid road

❖ **Block 3 (B3) – 35 acres**
Priority: 2A
Planned Burn Year: 2017
Boundaries – Northern: Foot trail- part of the trail system
Eastern: Existing road
Southern: Main road through site
Western: Foot trail which ties into main road through site

- **Block 4 (B4) – 62 acres**
  Priority: 2B
  Planned Burn Year: 2017
  Boundaries – Northern: Existing Power line road
  Eastern: ATV drag/hand line constructed on old skid road
  Southern: Foot trail- part of the trail system
  Western: Main road through site

- **Block 5 (B5) – 75 acres**
  Priority: 3A
  Planned Burn Year: 2018
  Boundaries – Northern: Foot trail tied into ATV drag/hand line
  Eastern: Main road through site
  Southern: Foot trail tied into ATV drag/hand line
  Western: ATV drag/hand line along the section boundary fence/line

- **Block 6 (B6) - 70 acres**
  Priority: 3B
  Planned Burn Year: 2018
  Boundaries – Northern: Foot trail tied into main road through site
  Eastern: ATV drag/hand line along the section boundary fence/line
  Southern: ATV drag/hand line along the section boundary fence/line
  Western: Foot trail- part of the trail system

- **Block 7 (B7) - 93 acres**
  Priority: 4
  Planned Burn Year: 2019
  Boundaries – Northern: Main road through site
  Eastern: Foot trail- part of the trail system
  Southern: Foot trail tied into ATV drag/hand line
  Western: Main road through site

- **Block 8 (B8) – 118 acres**
  Priority: 5
  Planned Burn Year: 2020
  Boundaries – Northern: Foot trail tied into ATV drag/hand line.
  Eastern: Main road through site
  Southern: Main road through site
  Western: ATV drag/hand line along the section boundary fence/line

B. Vegetation/Fuels: Fuels within the Section are predominantly Ponderosa Pine mixed with Gamble Oak with some scattered Pinion Pine, Juniper, and Aspen. Fire Behavior Models 2 and 9 best represent the majority of the area, with Fuel Model 2 being the more common of the two. Descriptions of each can be found in Appendix B.

C. Unique Features:

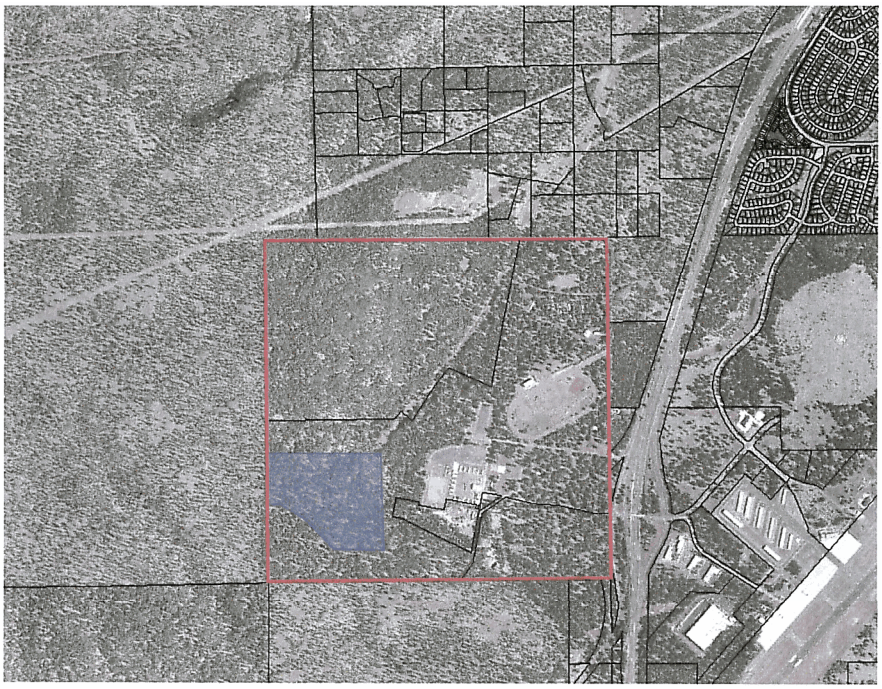
- Wildlife viewing structures: Wooden structures located in the Southern corner of Burn Block I and in the Northern tip of Burn Block VI. Large pole structures with metal roofs- low risk for fire impact.
- Trail system: Extensive trail system throughout Section 4. Trails receive low to moderate use during peak months-spring/summer/fall. Trails are mostly dirt single track with little improvement and no holding concerns.

D. Summary of Planned Burns:

YEAR	BLOCKS	ACRES	COST
2016	B1 & B2	103	$ 7,725
2017	B3 & B4	97	$ 7,275
2018	B5 & B6	145	$10,875
2019	B7	93	$ 6,975
2020	B8	118	$ 8,850
	TOTAL	**556**	**$41,700**

ATTACHMENT 2
FTCP – Archery #1
T21N-R7E-S6 SW

Site Map:



A. Physical

1. **Size-** 40 acres
   100 piles (estimated)
2. **Slope** – Ranges from 0 to 50%, but averages 25%
3. **Aspect** – Ranges from Southwest to North, but is generally North
4. **Elevation** –7,140ft
5. **Access** –
   - Main: Coconino County Fort Tuthill Park interior roads
   - Secondary: Forest Road 9014L

Vegetation/Fuels: Piled ponderosa pine limbs, branches and small diameter wood

Unique Features: Onsite structures including large awning and soldiers trail system running through burn block.

Schedule: Primary - spring 2016;
Secondary – fall 2016

Cost: 40 acres x $40/acre = $1600.00

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Karl Eberhard, Comm Design & Redevelopment Mgr
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Approval of Contract: Programmatic Agreement - Housing Programs - State Historic Preservation Office

RECOMMENDED ACTION:

1) Approve: Programmatic Agreement Between the City of Flagstaff and the Arizona State Historic Preservation Office Regarding the Community Development Block Grant (CDBG) and Community Development Block Grant – Recovery (CDBG-R) Programs; and 2) Authorize the City Manager to execute the Agreement.

Executive Summary:

The agreement allows the Historic Preservation Officer to make determinations regarding the impact of specific housing rehabilitation work on the historical integrity of the homes in the program. Without the agreement each house must be reviewed by staff and submitted to SHPO for approval. The agreement streamlines the process which saves staff time and allows for quicker processing and reduced wait by the clients.

The City first entered into this agreement with the State Historic Preservation Office (SHPO) in 2011 for a term of five years. It has been tremendously successful for SHPO and the City, reducing paperwork, saving time, and saving money. SHPO has come to trust the determinations of the City of Flagstaff Historic Preservation Officer and is in agreement that the term of the agreement can and should be changed to "indefinite". Since the contract is technically expiring before a revision could be accomplished, it is proposed as a new contract with all points identical to 2011 programmatic agreement except the term is changed to "indefinite".

Financial Impact:

The City will experience a small reduction in expenses related to the due diligence for federal spending on the Owner Occupied Housing Rehabilitation Program. Prior to the agreement staff was required to perform, or have performed, an analysis of the property and proposed work. This was then provided to SHPO and the project could not commence until approval was received or the prescribed wait period had passed. With the agreement in place this step is unnecessary in most situations and thus it saves staff time and minor costs associated with historical analysis, small document preparation and mailings.

Connection to Council Goal and/or Regional Plan:

5) Explore and adopt policies to lower the costs associated with housing to the end user

Has There Been Previous Council Decision on This:

The nearly identical programmatic agreement was entered into in 2011.

Options and Alternatives:

1. Authorize the City Manager to execute the Agreement (recommended).
2. Direct staff to seek desired modifications to the Agreement.
3. Do not authorize the City Manager to execute the Agreement.

Background/History:

Please find attached the 2011 Staff Report and Programmatic Agreement for background information.

Community Involvement:

Choose which of the following that applies and REMOVE ALL OTHERS:

Inform
Consult
Involve
Collaborate
Empower

Attachments: 2011 Staff Report
2011 Agreement
2016 Proposed Agreement

Item No._____

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Karl Eberhard, Manager
Community Design and Redevelopment
Community Investment Section, Economic Vitality Divis

David McIntire, Permanent Affordability Administrator
Housing Section, Community Development Division

Date: February 10, 2011

Meeting Date: To be determined

TITLE: Consideration of Agreement: State Historic Preservation Office

RECOMMENDED ACTION:

1. **Approve: Programmatic Agreement Between the City of Flagstaff and the Arizona State Historic Preservation Office Regarding the Community Development Block Grant (CDBG) and Community Development Block Grant – Recovery (CDBG-R) Programs.**
2. **Authorize the City Manager to execute the Agreement.**

ACTION SUMMARY:

- Policy Decision or Reason for Action: Increase staff and program efficiency.
  - Decision Points: None.
- Financial Impact: The City will experience a reduction in expenses.
- Connection to Council Goal: Effective governance.

  Pursuant to the National Historic Preservation Act (NHPA), the Community Development Housing Section seeks three to five approvals per month from the State Historic Preservation Office (SHPO). Currently, Housing staff and the Historic Preservation Officer prepare a letter report (Cultural Resource Study) for each project. Each project must then be delayed until an approval of the report is sent back by SHPO. Through the programmatic agreement (allowed under NHPA), certain work would be pre-approved, thus reducing staff time and project delay.
- Options:
  - Authorize the City Manager to execute the Agreement (recommended).
  - Direct staff to seek desired modifications to the Agreement.
  - Do not authorize the City Manager to execute the Agreement.
- Has there been a previous Council decision on this topic?: No.

Division Director ***(Acknowledgment that all reviews have been completed and required approvals initialed below.)***

ADDITIONAL INFORMATION:

Background/History:

Pursuant to the National Historic Preservation Act (NHPA), and regardless of size or age, all projects funded or licensed by the Federal government are required to protect and preserve cultural resources (archaeological and architectural). The first step is to identify affected resources and to asses potential impacts to them (in the form of a Cultural Resource Study). The second step is concurrence with the report from the State Historic Preservation Office (SHPO).

Community Development Block Grant (CDBG) and Community Development Block Grant – Recovery (CDBG-R) Programs are funded by the Department of Housing and Urban Development (HUD) of the Federal government. These programs provide funding for minor repair projects such as replacing roofs, water heaters, and so forth, for community members that could not otherwise have this work performed. The Community Development Housing Section administers these programs and in doing so seeks three to five project approvals per month from the SHPO.

Currently, Housing staff and the Historic Preservation Officer prepare a letter report (Cultural Resource Study) for each project. While we have developed an efficient way to produce these, they still require a couple of hours each as they are prepared, approved, mailed, and followed up. And, each project must then be delayed until an approval of the report is sent back by SHPO. Any delay in the approval extends the project delay.

Through the programmatic agreement, certain work would be pre-approved, thus reducing staff time and project delay.

Key Considerations: The Certified Local Government (CLG) program is a part of the NHPA and requires that participant communities have certain preservation policies, regulations, and programs in place. Flagstaff has been a CLG since 1993. The ability to enter into such an agreement, and thus to self-regulate, is a benefit of being a CLG.

Community Benefits and Considerations: The increase in staff and program efficiency reduces municipal corporation costs and fosters excellence in customer service.

Community Involvement: None.

Financial Implications: No additional information.

Options and Alternatives: No additional information.

Attachments:

1. Programmatic Agreement Between the City of Flagstaff and the Arizona State Historic Preservation Office Regarding the Community Development Block Grant (CDBG) and Community Development Block Grant – Recovery (CDBG-R) Programs.

INITIALS	RESPONSIBILITY	DATE	INITIALS	RESPONSIBILITY	DATE
	BIDS/PURCHASES			FINANCE/BUDGET	
	GRANTS			CONTRACTS	
	LEGAL			IGAS	

DATE OF COUNCIL APPROVAL: _____

SHPO-2011-0411

Programmatic Agreement
Between the
City of Flagstaff
and the
Arizona State Historic Preservation Office

This programmatic agreement (the "Agreement") is made this 28th day of MARCH, 2011 by and between The Arizona State Historic Preservation Office ("SHPO") and the City of Flagstaff, Arizona (the "City") regarding Arizona Department of Housing ("ADOH"), federal Community Development Block Grant ("CDBG"), and federal Community Development Block Grant – Recovery ("CDBG-R") Programs.

RECITALS

A. City is an Entitlement Community under the Department of Housing and Urban Development ("HUD") and receives an annual funding allocation based on a formula established by HUD.

B. Activities funded by these programs may include, but are not limited to acquisition, rehabilitation, and owner-occupied housing rehabilitation (the "Projects") and qualify as a federal undertaking subject to the provisions of Section 106 of the National Historic Preservation Act.

C. The City receives funds from the Arizona Department of Housing through a competitive grant process for activities (the "Projects") also subject to the provisions of Section 106 of the National Historic Preservation Act.

D. Pursuant to 24 CFR Part 58, the City is the responsible entity for compliance with Section 106 on behalf of HUD and ADOH.

E. The State Historic Preservation Office (SHPO) assists Federal Agencies and their agents in fulfilling the Section 106 responsibilities pursuant to 36 CFR Part 800.

F. The Area of Potential Effects (APE) encompasses the City of Flagstaff city limits.

Now therefore, the City and SHPO agree, in order to avoid adverse effects on any historic properties, the Projects will be conducted in accordance with the following stipulations:

I. Conditioned Rehabilitation Actions

A. Rehabilitation Actions.

The City will ensure, and confirm in an annual report to SHPO, that the rehabilitation of the various housing units is limited to the rehabilitation actions and conditions of implementation listed below in consideration of the project goals and concern for the protection of historic properties:

Rehabilitation Actions:

Replacement of concrete flatwork for sidewalks, driveways, and patios
Replacement of building footings
Replacement of roofing material
Replacement of exterior windows and doors
Replacement of electrical wiring and service
Replacement of interior plumbing
Replacement of sewer and water supply lines to building
Replacement of rooftop HVAC units with split system units
Replacement of ductwork with insulated ductwork
Replacement of interior flooring
Replacement of kitchen cabinets
Replacement of interior doors, trim, and baseboards
Replacement of plumbing fixtures and faucets
Replacement and relocation of water heaters
Replacement of fencing
Front landscaping
Exterior and interior painting
Grading to minimize ponding around building
Removal of un-permitted enclosures and additions

B. Conditions of Implementation:

1. Replacement windows and doors will match the existing in material, size; and, closely approximate the design configuration of the existing.

2. Re-roofing material will match the existing in material and scale.

3. Provided that matching materials are neither feasible nor prudent, pursuant to the economic objectives of the project, substitute material should closely approximate the design and appearance of the existing.

4. Replacement of sewer and water supply lines to the building shall be located in the same trench as the existing sewer and water supply lines being replaced.

5. Replacement of building footings shall be the same location, size, and depth as the footings that removed.

6. HVAC split system shall be located at the rear of the property.

II. Duration

This Agreement shall remain in effect, unless amended or terminated, for a period of five (5) years, at which time the Agreement terminates unless the parties enter into a written amendment extending the duration of the Agreement.

III. Termination

This Agreement may be terminated by providing 30 calendar days written notice by one party to

the other party, provided the parties consult during that period to seek agreement on amendments which would avoid termination.

IV. Failure to Carry Out Terms of the Agreement

In the event the rehabilitation work on a particular housing unit fails to comply with the conditions described in Section I above, the City shall nonetheless ensure that the rehabilitation work complies with 36 CFR Part 800 as a separate discrete undertaking.

V. State of Arizona Contracting Requirements

A. Equal Opportunity /Nondiscrimination

The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Orders 75-5 and 99-4, and any other Federal and State Laws relating to equal opportunity and nondiscrimination, including the Americans with Disabilities Act (ADA).

B. Conflict of Interest

This Agreement is subject to cancellation by the State under A.R.S.$38-511 if any person significantly involved in the Agreement, on behalf of the State, is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

C. Non-Availability of Funds

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State and Federal Parties to expenditures in excess of funds appropriated and allocated for the purposes out lined in this Agreement.

D. Records

The parties agree this Agreement does not involve the furnishing of goods, equipment, labor, materials, or services to the State of Arizona or any of its agencies, boards, commissions, or departments: and therefore A.R.S. 35-214 and 35-215 do not apply.

E. Arbitration

The parties agree to utilize any arbitration required under applicable provisions of the Arizona Revised Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year written above.

City of Flagstaff

Date: 3/21/11

By: Kevin Burke, City Manager

Attest:

Margi Brown Date: 3-21-11
City Clerk

Approved as to form:

Jean H. Gellgren for Date: 3/18/2011
City Attorney

Arizona State Historic Preservation Office

James W. Garcia AZSHPO Date: 28 MARCH 2011
By:

Programmatic Agreement
Between the
City of Flagstaff
and the
Arizona State Historic Preservation Office

This programmatic agreement (the "Agreement") is made this _____ day of _____, ~~2011~~ 2016 by and between The Arizona State Historic Preservation Office ("SHPO") and the City of Flagstaff, Arizona (the "City") regarding Arizona Department of Housing ("ADOH"), federal Community Development Block Grant ("CDBG"), and federal Community Development Block Grant – Recovery ("CDBG-R") Programs.

RECITALS

A. City is an Entitlement Community under the Department of Housing and Urban Development ("HUD") and receives an annual funding allocation based on a formula established by HUD.

B. Activities funded by these programs may include, but are not limited to acquisition, rehabilitation, and owner-occupied housing rehabilitation (the "Projects") and qualify as a federal undertaking subject to the provisions of Section 106 of the National Historic Preservation Act.

C. The City receives funds from the Arizona Department of Housing through a competitive grant process for activities (the "Projects") also subject to the provisions of Section 106 of the National Historic Preservation Act.

D. Pursuant to 24 CFR Part 58, the City is the responsible entity for compliance with Section 106 on behalf of HUD and ADOH.

E. The State Historic Preservation Office (SHPO) assists Federal Agencies and their agents in fulfilling the Section 106 responsibilities pursuant to 36 CFR Part 800.

F. The Area of Potential Effects (APE) encompasses the City of Flagstaff city limits.

Now therefore, the City and SHPO agree, in order to avoid adverse effects on any historic properties, the Projects will be conducted in accordance with the following stipulations:

I. Conditioned Rehabilitation Actions

A. Rehabilitation Actions.

The City will ensure, and confirm in an annual report to SHPO, that the rehabilitation of the various housing units is limited to the rehabilitation actions and conditions of implementation listed below in consideration of the project goals and concern for the protection of historic properties:

Rehabilitation Actions:

Replacement of concrete flatwork for sidewalks, driveways, and patios
Replacement of building footings
Replacement of roofing material
Replacement of exterior windows and doors
Replacement of electrical wiring and service
Replacement of interior plumbing
Replacement of sewer and water supply lines to building
Replacement of rooftop HVAC units with split system units
Replacement of ductwork with insulated ductwork
Replacement of interior flooring
Replacement of kitchen cabinets
Replacement of interior doors, trim, and baseboards
Replacement of plumbing fixtures and faucets
Replacement and relocation of water heaters
Replacement of fencing
Front landscaping
Exterior and interior painting
Grading to minimize ponding around building
Removal of un-permitted enclosures and additions

B. Conditions of Implementation:

1. Replacement windows and doors will match the existing in material, size; and, closely approximate the design configuration of the existing.

2. Re-roofing material will match the existing in material and scale.

3. Provided that matching materials are neither feasible nor prudent, pursuant to the economic objectives of the project, substitute material should closely approximate the design and appearance of the existing.

4. Replacement of sewer and water supply lines to the building shall be located in the same trench as the existing sewer and water supply lines being replaced.

5. Replacement of building footings shall be the same location, size, and depth as the footings that removed.

6. HVAC split system shall be located at the rear of the property.

II. Duration

This Agreement shall remain in effect, unless amended or terminated~~, for a period of five (5) years~~ pursuant to Section III~~.~~ below~~, at which time the Agreement terminates unless the parties enter into a written amendment extending the duration of the Agreement~~.

III. Termination

This Agreement may be terminated by providing 30 calendar days written notice by one party to

the other party~~, provided the parties consult during that period to seek agreement on amendments which would avoid termination.~~.

IV. Failure to Carry Out Terms of the Agreement

In the event the rehabilitation work on a particular housing unit fails to comply with the conditions described in Section I above, the City shall nonetheless ensure that the rehabilitation work complies with 36 CFR Part 800 as a separate discrete undertaking.

V. State of Arizona Contracting Requirements

A. Equal Opportunity /Nondiscrimination

The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Orders 75-5 and 99-4, and any other Federal and State Laws relating to equal opportunity and nondiscrimination, including the Americans with Disabilities Act (ADA).

B. Conflict of Interest

This Agreement is subject to cancellation by the State under A.R.S.$38-511 if any person significantly involved in the Agreement, on behalf of the State, is an employee or consultant of the contractor at any time while the Agreement or any extension of the Agreement is in effect.

C. Non-Availability of Funds

This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State and Federal Parties to expenditures in excess of funds appropriated and allocated for the purposes out lined in this Agreement.

D. Records

The parties agree this Agreement does not involve the furnishing of goods, equipment, labor, materials, or services to the State of Arizona or any of its agencies, boards, commissions, or departments: and therefore A.R.S. 35-214 and 35-215 do not apply.

E. Arbitration

The parties agree to utilize any arbitration required under applicable provisions of the Arizona Revised Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year written above.

City of Flagstaff

_____ Date:_____

By: ~~Kevin Burke~~Josh Copley, City Manager

Attest:

_____ Date:_____
City Clerk

Approved as to form:

_____ Date:_____
City Attorney

Arizona State Historic Preservation Office

_____ Date:_____
By:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Adam Miele, Senior Project Manager
Co-Submitter:	Patrick Bourque
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Approval of Contract: Consideration of approval of Design/Build agreement: Core Services Maintenance Facility

RECOMMENDED ACTION:

Approve Design/Build agreement with Core construction for the programing and design phased services in the amount of $2,209,660.00 with a contract allowance of $220,966 and a contract time of 515 calendar days and authorize the City Manager to execute the necessary documents.

Executive Summary:

Award of this Design/Build contract will authorize the final programming and design of the new Core Maintenance Facility to proceed. The new facility will bring together core services into one centralized location (currently these services are spread throughout four different facilities).These services are: Park Maintenance, Sustainability / Environmental Management, facility Maintenance, Fleet Maintenance, Street Maintenance, Solid Waste and Public Works Administration.

Financial Impact:

In the Fiscal Year 2016 budget the City has appropriated $21,500,000 in account No. 406-09-424-3276-3-4444 for the Core Services Maintenance Facility.

Connection to Council Goal and/or Regional Plan:

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

Has There Been Previous Council Decision on This:

Yes. Council in 2007 initiated a discussion on the need for a new Public Works Facility. In 2008, staff provided Council with a list of alternative site locations, facility space needs, and a conceptual layout plan. Staff requested a renewal of the fee until the project could be completed. Council approved the extension of the $2.50 fee for another year instructing staff to produce 1) a property/location selection; 2) conceptual site plan development; and 3) preliminary cost estimate. In 2010, Council extended the collection fee (suspended in 2012) and approved proceeding with bond initiative. In 2012, bond proposition 406 passed, authorizing the City to issue up to $14,000,000 in general obligation bonds. In 2014, council reinstated the $2.50 landfill fee.

Options and Alternatives:

1. Authorize the acceptance of the Design/Build contract from Core Construction for preconstruction services.
2. Reject the acceptance of the Design/Build contract from Core Construction for preconstruction services and re-solicit for the services.
3. Reject the contract and continue existing operations in the existing facilities.

Background/History:

The existing Core Services Maintenance Facility is located at 419 N. Mogollon, Flagstaff, Arizona. This facility was originally built as a horse barn for the Army Corps of Engineers and was later purchased by the City of Flagstaff and used as a Public Works yard. Over the years, there have been numerous structures built on this property as growth dictated. The existing facility is not adequate to maintain the numerous vehicles and equipment necessary to provide core services. A new facility would also provide an indoor space for all fleet maintenance repairs, some of which are currently performed outdoors in inclement weather, including snow.

The City has been in need of a new Core Services Maintenance Facility for many years. The City has outgrown the existing facility and core service operations are scattered throughout the City. In 2010, Council approved a bond initiative to construct a new facility on McAllister Ranch located on West Rt. 66. The bond question was for a total dollar amount of $42 million to build the new facility, which included all new infrastructure (e.g., water, sewer, electricity, as well as Rt. 66 road improvements for traffic flow). This measure was not approved by the voters. At the April 2012 Budget Retreat the project was discussed and Council approved setting budget authority for the project. The Council then voted on July 17, 2012 to approve the measure for a November election through Resolution 2012-30. A $14 million authorization was approved in November 2012 to be repaid through secondary property taxes.

Design-Build Information

Design-Build is a delivery method where the design and construction services are contracted with a single entity known as the design-builder. The Design-Build team includes the general contractor and the design professionals. The contract covers both disciplines and is structured/split into two parts with respect to the associated fees and notice to proceeds. At this time the scope and fee is for design and preconstruction services. At a later date, once the design is near completion (approx 90% complete), a contract amendment will be brought before Council for approval which will include the Guaranteed Maximum Price (GMP) for construction. Once approved by Council the notice to proceed to start construction is issued. Throughout the design process the contractor will be performing construction estimates at each design milestone (schematic design, design development, construction documents) to make sure the architects design can be built within budget. If the estimate exceeds the budget the design team, contractor and owner look to alternatives (value engineering) to bring the project within budget. This is one example of why it is beneficial to have the contractor on board during the design stage. Owners risk is minimized with this delivery method by incorporating the designer and contractor as a team.

Selection Process

Staff issued a Request for Statement of Qualifications (RSOQ) solicitation to select the Design-Build firm/team. On November 25, 2015, eleven Statements of Qualifications (SOQs) were received. Procurement staff conducted an initial review of all eleven (11) SOQs for determining responsiveness to the requirements presented in the RSOQ. All eleven (11) SOQs were deemed responsive and were distributed to the evaluation committee. The evaluation committee consisted of six people and included four (4) City staff, two of which are registered engineers, and two (2) principals of a commercial licensed general contractors. Specific evaluation criteria were provided within the RSOQ and were used by the committee during the selection process.

After scoring all the submittals, the evaluation committee met to discuss the evaluation results. Based on the evaluated SOQ scores, it was then recommended that the top five (5) candidates be invited for

an in-person interview/presentation phase. On February 8, 2016 the interview/presentation phase of the evaluation took place. Based on scoring of the identified criteria, the evaluation team came to a consensus.
The evaluation team evaluated the interview/presentations, the resulting scores were inclusive of the scores received on their SOQs. The total resulting scores of all evaluators, of the five candidates are as followed:

Candidate	**Total Score**
CORE/APMI	1074
FCI/HDA	1053
KCS/DLR Group	945
Haydon/JWA	936
Adolfson/Architekton	930

Scope and Fee
Immediately following the selection, the most qualified firm (Core Construction and APMI Inc.) was asked to provide a scope of work and fee proposal for Design and PreConstruction Services. After review and discussions between the City and CORE/APMI a fee was agreed upon; see attached exhibit of the contract for a detailed scope and fee. The fee is broken down as follows:

Preconstruction Services - $173,809
Full architectural & engineering services – $1,782,480
Design phase reimbursable – $66,821
LEED Certification, Design & Project Commissioning – $150,965
Geotechnical Studies and Flow Tests – $35,585

The overall fee for the above scope is$2,209,660.00. This leaves $19,290,340 in the budget for construction. The industry standard for estimating design and construction fees based on the overall project budget is to use the 20% design - 80% construction rule. Staff estimates the costs using 11% for design and soft costs (printing, presentations, meetings, etc) and 89% for construction. The design/preconstruction fee of $2,209,660.00 equates to 10.6% of the overall budget for the project. The amount and percentage are well within the range anticipated by staff.

Key Considerations:
The City has developed preliminary site plans and identified design/construction scoping that meets the budget needs for the new facility. The solicitation for the Design/Build contractor was very successful and generated 11 interested bids. The highest scored contractor is very much aware of the preferred design/construction timeline. The contractor is confident the project will be completed on time and on budget.

Expanded Financial Considerations:
The City will be able to operate from a new Core Services Maintenance Facility in a more cost effective manner by providing City services from a centralized location, allowing cost savings on fuel when moving vehicles from various storage locations around the City to the current yard. Cost-related efficiencies also include having street maintenance, storage of materials (cinders, deicer, sand, rock, signs, gravel), snow plowing and clearing operations personnel, equipment and administration of these functions co-located in order to respond and perform drainage maintenance, pot hole and sidewalk repair and street sweeping; residential and commercial trash and recycling collection, bulking trash collection; maintenance of all City vehicles and equipment, including fire, police, streets, solid waste, and water and wastewater department vehicles; maintenance operations for all City parks, trails and athletic fields.

Project funds will be provided through the issuance of general obligation debt repaid through secondary property tax, revenue debt repaid through a dedicated landfill fee, solid waste revenues and land sales.

Community Benefits and Considerations:

The City will benefit in numerous ways with the completion of this project. There will be a consolidation of facility resources (staff, equipment…) and thus, efficiency in these services is expected to increase. This new facility will increase the capacity for the following services: Streets, Parks and Facilities (equipment and materials storage) as well as consolidating the service personnel for Streets, Parks, Facilities, Fleet Services, Solid Waste Collections and Public Works Administration.

Community Involvement:

Consult - The City has provided numerous work sessions and agendized council sessions to discuss the progress in the development of the Core Services Maintenance Facility.

Empower - The community approved the 2012 bond election authorizing the $14 million dollars in funding to be used for this project.

Expanded Options and Alternatives:

1. Authorize the acceptance of the Design/Build contract from Core Construction for preconstruction services.
2. Reject the acceptance of the Design/Build contract from Core Construction for preconstruction services and re-solicit for the services.
3. Reject the contract and continue existing operations in the existing facilities.

Attachments:

Design-Build Contract
Exhibit A Scope & GMP
Vicinity Map
Site Plan

CORE CONSTRUCTION/APMI INC.

CORE SERVICES MAINTENANCE FACILITY

PROJECT NUMBER: 01-10002

BID NO.: 2016-21

DESIGN-BUILD SERVICES CONTRACT

Mayor
Gerald W. Nabours

Council

Karla Brewster
Scott Overton
Coral Evans
Celia Barotz
Jeff Oravits
Eva Putzova

City Manager
Josh Copley

Utilities Director
Brad Hill

Community Development Director
Mark G. Landsiedel

Public Works Director
Andy Bertelsen

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CORE SERVICES MAINTENANCE FACILITY

DESIGN-BUILD CONTRACT
PROJECT NO. 01-10002

CONTRACT NO. 2016-21

THIS AGREEMENT, made and entered by and between the CITY OF FLAGSTAFF, an Arizona municipal corporation, hereinafter designated the "CITY" and CORE Construction, Inc., a(n) *(stat*e) corporation, hereinafter designated the "DESIGN-BUILDER."

RECITALS

A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by Article VIII, Section 2 of the City Charter to execute contracts for professional services and construction services.

B. The City intends to construct the **Core Services Maintenance Facility** as more fully described in Exhibit A attached hereto, hereinafter referred to as the "Project".

C. The Design-Builder has represented to the City its ability to design and construct the Project, and based on this representation the City has engaged [Contractor's Name], to design and construct the Project.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the Design-Builder as follows:

ARTICLE 1 - DEFINITIONS

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

"Agreement" or "Contract" means this written document signed by the City and Design-Builder covering the design and construction of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. This term shall also include the RSOQ, all Attachments and Exhibits, and all Appendices.

"Change Order" (Amendment) means a written instrument issued after execution of this Agreement signed by City and Design-Builder, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; the extent of the adjustment to the Contract Time(s) or modifications of other contract terms.

"City" (Owner) means the City of Flagstaff, a municipal corporation, with whom Design-Builder has entered into this Contract and for whom the services are to be provided pursuant to said Contract. Regulatory activities handled by the City of Flagstaff Community Development Department, Utilities Department or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" means the person designated in section 8.4.1.2.

"City's Senior Representative" means the person designated in section 8.4.1.1.

"Commissioning" means the process prescribed in section 2.21 for achieving, validating and documenting the performance of the total Project and its systems to meet the design needs and requirements of the City.

"Construction Documents" means the plans, specifications and drawings prepared by the Design-Build team and include documents as prescribed by section 2.8.

"Construction Drawings" means the detailed drawings, corrected for permit requirements, approved as part of the Construction Documents.

"Construction Fee" means the Design-Builder's administrative costs, home office overhead, and profit.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the Design-Builder: (i) all written modifications, amendments and Change Orders (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) Design-Builder's GMP proposal, and (v) Design-Builder's Statement of Qualifications.

"Contract Price" means the amount or amounts set forth in Article 5, subject to adjustment in accordance with this Agreement.

"Contract Time" means the period of time, as set forth in Article 4, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

"Cost of the Work" means the direct costs necessarily incurred by the Design-Builder in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees (if not paid for by City), materials testing, and related items. The Cost of the Work shall not include the Design-Builder's Construction Fee, General Conditions Costs, or taxes.

"Critical Path" means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

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

"Deliverables" means the work products prepared by the Design-Builder in performing the scope of work described in this Contract. Some of the major Deliverables to be prepared and provided by the Design-Builder during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

"Design Services" means all professional services to be performed or procured by the Design-Builder to provide required Project design under this Agreement and any subsequent amendments.

"Design-Builder" means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract.

"Design-Builder's Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder, usually for costs that result from Project circumstances. The amount of the Design-Builder's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the Design-Builder's Contingency is described in sections 5.3.3.4 and 5.3.3.6.

"Design-Builder's Senior Representative" means the person designated in section 8.4.2.1.

"Design-Builder's Representative" means the person designated in section 8.4.2.2.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ or are not reasonably inferable from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" means the completion of the Project as prescribed in section 4.4.

" Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

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

"Guaranteed Maximum Price" or "GMP" means the sum of the cost for design, permitting and maximum cost of the construction including the Design-Builder's Construction Fee, General Conditions Costs; sales tax, and Design-Builders Contingency.

"GMP Plans and Specifications" means the plans and specifications upon which the Guaranteed Maximum Price proposal is based.

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

"Notice to Proceed" or "NTP" means the directive issued by the City authorizing the Design-Builder to start Work.

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's GMP packages. Use and management of the Owner's Contingency is described in section 5.3.4.

"Payment Request" means the City form used by the Design-Builder to request payment for Work in accordance with Article 7.

"Performance Period" means the period of time allotted in the Contract Documents to complete the construction comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Schedule.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the construction.

"Project" means the Work to be completed in the execution of this Agreement and as amended and as described in the Recital above and in Exhibit A.

"Project Schedule" means a schedule as prescribed in section 2.4.

"Record Documents" means the documents created pursuant to section 2.19.

"Recovery Schedule" means a schedule created pursuant to section 2.4 generally, and section 2.4.5.9 specifically, which clearly and realistically identifies adjustments proposed to bring the Project back to the initial project Substantial Completion date.

"Samples" means physical examples which illustrate materials, equipment or workmanship and establish standards by which the construction will be judged.

"Scheduled Substantial Completion Date" means the date on which the Work, or an agreed upon portion of the Work, is anticipated to be sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes.

"Schedule of Values (SOV)", means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Project Schedule depending on if the Project Schedule is cost-loaded or not.

"Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the construction by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the construction.

"Site" means the land or premises on which the Project is located.

"Subcontractor" or "Subconsultant*"* means an individual or firm having a direct contract with the Design-Builder or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the Work for which the Design-Builder is responsible.

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

"Supplier" means a manufacturer, fabricator, supplier, distributor, material manager or vendor having a direct contract with Design-Builder or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Design-Builder or any Subcontractor.

"Work" means all design, construction, and Commissioning services, including procuring and furnishing materials, equipment, services, and labor reasonably inferable from the Contract Documents

ARTICLE 2 – DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES

2.0 The following sections prescribe the services and responsibilities required for the proper execution and completion of the Work by the Design-Builder. They are not organized in any specific order and may pertain to all phases of the Work.

2.1 General Services

2.1.1 Design-Builder shall, through personnel employed by Design-Builder, or procured from qualified Subconsultants or Subcontractors, perform all Work, and provide all material, equipment, tools and labor necessary to complete the Work described in and reasonably inferable from this Agreement.

2.1.1.1 This Agreement shall be executed and signed by City and Design-Builder, stating their agreement to proceed with design in accordance with all codes, standards and requirements as adopted by ordinance or as may be referenced in Exhibit A – Scope of Services & Design GMP.

2.1.1.2 An amendment to this Agreement may be executed and signed by City and Design-Builder, stating their agreement to a GMP, or multiple GMP's, and to proceed with the completion of the design and construction of the Project.

2.1.2 The City hereby acknowledges its acceptance of the key personnel of the design-build team as submitted by the Design-Builder in its statement of qualifications or as amended subsequently during the selection process. At any time hereafter that the Design-Builder desires to reassign or change key personnel while performing under this Agreement, the Design-Builder shall submit a request to reassign or change key personnel and the qualifications of the proposed new key personnel to the City for prior approval.

2.1.3 The Design-Builder will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement. If the City objects, with reasonable cause, to any of the Design-Builder's design professionals, the Design-Builder shall take prompt corrective action acceptable to the City and, if required, remove such persons from the Project and replace with new design professionals agreed to by the City.

2.1.4 Design-Builder's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with City and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced as described in section 2.1.2.

2.1.5 The parties will meet within seven (7) Days after execution of this Agreement to discuss issues affecting the administration of the Work, the Project Schedule, and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under this Agreement. The Notice to Proceed (NTP) date prescribed in section 4.1 will be established.

2.2 Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed design consultants, the necessary Design Services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. The Design-Builder's design professionals shall seal with an Arizona registered professional seal all plans, works, and Deliverables prepared by them for this Agreement as required by state law.

2.2.2 The Design-Builder understands and agrees that the City's Senior City Representative or City Representative, shall be the sole contacts for administering this Agreement. The Design-Builder is not precluded from discussing the Project, or its requirements with the tenants or other entities which will ultimately use the facility, but all specific directions to or requests of the Design-Builder must be authorized by the Senior City Representative or the City Representative.

2.3 Standard of Care for Design Professional Services and Corrections

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the services, which standards are to be set forth in an exhibit to this Agreement entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

2.3.2 The Design-Builder shall be responsible for the completeness and accuracy of the plans,

specifications, supporting data, and other work prepared or compiled under its obligation for this Project and shall correct, at its expense, all errors, omissions and negligent acts therein which may be discovered. Correction of errors, omissions and negligent acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design-Builder. The cost of the design necessary to correct those errors attributable to the Design-Builder shall not be reimbursable costs to the Design-Builder. Any damage incurred by the City as a result of additional construction cost caused by such errors, omissions or negligent acts shall not be reimbursed to the Design-Builder to the extent that such errors, omissions and negligent acts fall below the standard of care and skill that a registered professional in Arizona would exercise under similar conditions. The fact that the City has accepted or approved the Design-Builder's product shall in no way relieve the Design-Builder of any of its responsibilities.

2.4 Project Schedule

2.4.1 The Project Schedule shall be established within seven (7) Days of the NTP and, updated and maintained throughout the Work. An updated Project Schedule shall be part of any GMP amendment.

2.4.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents.

2.4.3 An updated Project Schedule shall be submitted monthly to the City five (5) working Days prior to the Design-Builder's monthly Payment Request as prescribed in Article 7 of this Agreement.

2.4.3.1 Design-Builder shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, and (iii) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price(s) and within the Contract Time(s).

2.4.3.2 With each Project Schedule submitted, the Design-Builder shall include a transmittal letter including the following.

- Description of problem tasks (referenced to field instructions, requests for information (RFIs), change order or claim numbers) as appropriate.
- Current and anticipated delays not resolved by approved change order, including:
  - Cause of the delay
  - Corrective action and schedule adjustments to correct the delay
  - Known or potential impact of the delay on other activities, milestones, and the date of Substantial Completion
  - Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Pending change orders
  - Time extension requests
  - Other items
- Substantial Completion date status:
  - If ahead of schedule, the number of Days ahead
  - If behind schedule, the number of Days behind
- Other Project or scheduling concerns

2.4.1 City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the Design-Builder from compliance with the requirements of the Contract Documents or be construed as relieving the Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.4.1.1 Upon the City's request, the Design-Builder shall participate in the review of the Design-Builder's Project Schedule submissions. The City may request the participation of Subconsultants and/or Subcontractors in these reviews, as determined necessary by the City.

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

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

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

2.4.5.3 The activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

2.4.5.4 The CPM diagram construction schedule shall be based upon activities, which would coincide with the Schedule of Values.

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

2.4.5.6 The schedule shall show milestones, including milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the Design-Builder's activities.

2.4.5.7 The schedule shall include a Critical Path activity that reflects anticipated weather delay during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

2.4.5.8 The Project Schedule shall consider the City's occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

2.4.5.9 In the event of significant delays, lags or changes in the planned sequence of activities, as determined by Owner, Contractor shall provide to Owner a Recovery Schedule indicating proposed rescheduling of activities to achieve completion of the Project by the Scheduled Substantial Completion Date.

2.4.6 Float time shall be as prescribed below:

2.4.6.1 The total Float within the overall schedule, is not for the exclusive use of either the City or the Design-Builder, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

2.4.6.2 The Design-Builder shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date, and then only if such extensions or damages are shown to be justified under the Contract Documents.

2.4.6.3 Since Float time within the construction schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in a savings of time to the Design-Builder, etc.). In such an event, the Design-Builder shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

2.5 Cost Estimates

2.5.1 The Project budget available for the Work will be communicated to the Design-Builder through separate correspondence. The Design-Builder is responsible for the delivery of the Project covered by the Contract Documents within the Project budget.

2.5.2 With each Project Schedule submittal pursuant section 2.4.3, the Design-Builder shall provide a detailed cost estimate and a written review of the documents.

2.5.2.1 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, the Design-Builder shall make at its sole expense appropriate recommendations on methods and materials to the City that it believes will bring the Project back into the Project budget.

2.5.2.2 In between these milestone estimates, the Design-Builder shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of the Design-Builder to keep the City informed as to the major trend changes in costs relative to the City's budget.

2.5.3 If requested by the City, the Design-Builder shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

2.6 Not Used

2.7 Construction Management Plan

2.7.1 The Design-Builder will prepare a Construction Management Plan (CMP).

2.7.2 The CMP shall include:

- Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project,
- Investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities,
- Alternate strategies for fast-tracking and/or phasing the construction,
- Goal compliance strategy,
- The number of separate sub-agreements to be awarded to Subcontractors and Suppliers for the Project construction,
- Permitting strategy,
- Safety and training programs,
- Construction quality control,
- Commissioning program,
- Cost estimate and basis of the model, and
- Matrix summarizing each Project Team member's responsibilities and roles.

2.7.3 The Design-Builder shall add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of construction.

2.8 Design Services

2.8.1 Design-Builder shall provide all interim design submissions and Deliverables as prescribed in the Performance Standards Requirements provided by the City, and as shown on the Project Schedule.

2.8.1.1 Within seven (7) Days after a scheduled submission, the Design-Builder and City shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or previously submitted design submissions.

2.8.1.2 The Design-Builder, with each required submittal, shall submit and distribute ten, or as otherwise identified in the Performance Standards Requirements, hard copy sets of plans and specifications.

2.8.1.3 Minutes of the meetings will be maintained by Design-Builder and provided within five Days following the design review meeting to all attendees for review.

2.8.1.4 City shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's Owner approved Project Schedule.

2.8.1.5 Design-Builder shall not cause the design to proceed until City approves the interim design submissions as prescribed in this section. If the Design-Builder allows the design to proceed without City approval, the cost of any resultant redesign is not a reimbursable cost.

2.8.1.6 City's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Project. Neither City's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability to the City.

2.8.2 The Project design must meet all applicable (i) Maricopa Association of Governments (MAG) Uniform Standard Technical Specifications and Uniform Standard Details and Drawings, latest revision; (ii) the City of Flagstaff Supplements and Amendments to the latest revision of the MAG Uniform Standard Technical Specifications and Uniform Details and Drawings; (iii) the City of Flagstaff Engineering Design and Construction Standards and Specifications, latest edition, (iv) all City building standards; and (v) shall include any general provisions provided by the City.

2.8.3 The Project design criteria and specifications shall be in accordance with all codes, standards and requirements as adopted by ordinance or as may be referenced in Exhibit A – Performance Standards Requirements. Variances from the standards and guidelines must be identified in writing by the Design-Builder and approved by the City. The Design Builder shall identify conflicts between the design standards and guidelines and the requirements in section 2.8.2 above or Legal Requirements and shall obtain concurrence with resolution of the conflict. The design standards and guidelines or approval of variances or resolution of conflicts shall not be deemed to transfer any design liability to the City.

2.8.4 The Design-Builder shall not specify any construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof unless specifically approved in writing by the City.

2.8.5 The Design-Builder shall coordinate with private, public and City utilities (i.e., Information Technology Department, Water Services Department) regarding standard utility issues and incorporate pertinent information in the plans.

2.8.6 The Design-Builder shall be responsible for scheduling, submitting to, obtaining approval and retrieving all required Construction Documents from the various required reviewing agencies.

2.8.7 Until such time as a GMP amendment has been executed, Design-Builder when requested by the City, will attend, make presentations, and participate as may be appropriate in public agency and/or community meetings relative to the Project. Design-Builder will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such meetings.

2.8.8 Design-Builder shall submit to the City, Construction Documents setting forth in detail drawings and specifications describing the requirements for construction.

2.8.8.1 The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting.

2.8.8.2 The Design-Builder shall provide the drawings in AutoCAD format compatible with City of Flagstaff Community Development Department CADD technology using City layering standards.

2.8.8.3 The drawing format will be a 24" x 36" sheet size unless otherwise authorized in writing by the City.

2.8.8.4 The parties shall have a design review meeting to discuss, and City shall review and approve, the Construction Documents in accordance with the procedures set forth this section.

2.8.8.5 Prior to commencement of construction, Design-Builder shall submit to the City the following.

- One set of approved Construction Drawings in AutoCAD format on electronic media (CD-ROM);
- Five print sets of approved Construction Drawings and five half-size sets; and
- Five sets of specifications.

2.8.9 To the extent not prohibited by Legal Requirements, Design-Builder may arrange for interim design submissions and Construction Documents for a portion of the construction to permit construction to proceed on that portion prior to completion of the Construction Documents for the entire construction.

2.9 Not Used

2.10 Government Approvals and Permits

2.10.1 Design-Builder shall obtain all necessary permits, approvals, and licenses required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. **The Design-Builder is specifically reminded of the need to obtain the necessary environmental permits and/or file the necessary environmental notices.**

2.10.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of any obligation of any kind for violation of said permit or notice requirements.

2.10.3 City shall be responsible for City of Flagstaff review and permit(s) fees for building and demolition permits. City will also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility fees for permanent services.

2.10.4 Design-Builder shall be responsible for all other permits and review fees not specifically listed in section 2.10.3 above.

2.10.5 Design-Builder is responsible for the cost of water meter(s), water and sewer taps and fire lines and taps, and all utility fees including incremental billings until Substantial Completion. Arrangements for construction water and associated fees are the Design-Builder's responsibility.

2.11 Subcontractor Selection

2.11.1 Subcontractors shall be selected by a combination of qualifications and price derived through competitive bidding.

2.11.1.1 Design Builder shall employ only Subcontractors who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.

2.11.2 The Design-Builder will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors selected pursuant to a qualifications based procedure, for each trade in the Project for approval by the City and solicit bids for the various construction categories. If there are not three qualified Subcontractors available for a specific trade or there are extenuating circumstances warranting such, the Design-Builder may request approval by the City to submit less than three names. Without prior approval by the City, no change in the City-approved Subcontractors will be allowed.

2.11.2.1 If the Design-Builder desires to self-perform certain portions of the construction, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The Design-Builder's bid will be evaluated in accordance with the process identified below. If after selection of a

Subcontractor, events warrant and the City concurs, the Design-Builder may self perform construction without bidding or re-bidding.

2.11.2.2 If the City objects to any nominated Subcontractor or to any nominated self-performed construction for good reason, the Design-Builder will nominate a substitute Subcontractor.

2.11.2.3 The Design-Builder will distribute drawings and specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors.

2.11.2.4 The Design-Builder shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the Design-Builder, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor bids will be done with the City Representative in attendance to observe and witness the process. The Design-Builder will resolve any Subcontractor bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the construction.

2.11.3 Upon completion of the Subcontractor selection process, the Design-Builder shall submit a summary report to the City of the entire Subcontractor selection process. The report will indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, and the selected Subcontractors for each category of Work.

2.11.4 The selected Subcontractors will provide a Schedule of Values, which will be used to create the overall Project Schedule of Values.

2.12 General Construction Services

2.12.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, taxes, inspection, testing, start-up, material, equipment, machinery, arrangements for temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.12.2 The Design-Builder shall completely and totally construct the Project and install the material therein for the City, in a good and workmanlike and substantial manner. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Contract Documents as amended.

2.12.3 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.13 Pre-construction Conference

2.13.1 After approval of Construction Documents and prior to the commencement of any construction, the City's Representative will schedule a pre-construction conference.

2.13.2 The purpose of this conference is to establish a working relationship between the Design-Builder, utility firms, and various City agencies. The agenda will include critical elements of the construction schedule, submittal schedule, cost breakdown of major lump sum items, the level of Record Project Documents required, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

2.13.3 The construction start date will be concurred with. After the meeting a Notice to Proceed letter will be issued confirming the construction start date, duration of the construction and if applicable the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion will be listed.

2.13.4 The Design-Builder shall provide a Schedule of Values based on the categories used in the buy out of the construction, but not greater than the approved GMP, and identifying the construction contingency. The Schedule of Values will subdivide the construction into all items comprising the construction.

2.13.5 Minimum attendance by the Design-Builder shall be the Design-Builder's Representative who is authorized to execute and sign documents on behalf of the firm, the Design-Builder's Design and Contractor Representatives, the job superintendent, and the Design-Builder's safety officer.

2.14 Supervision of Construction

2.14.1 Design-Builder or the Design-Builder's Representative shall at all times be present at the Site when construction activities are taking place.

2.14.1.1 All elements of the construction, such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman or his designated representative on the Site, who shall have the authority to take actions required to properly carry out that particular element of the construction.

2.14.1.2 In the event of noncompliance of this section 2.14, the City may require the Design-Builder to stop or suspend the construction in whole or in part. Such suspension, due to the Design-Builder's noncompliance shall not be considered a basis for an increase in the Contract Price or extension of Contract Time.

2.14.2 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the Design-Builder's responsibility to ensure the Subcontractor employed for such Work is approved.

2.14.3 During construction the City may reasonably object to any Subcontractor and the Subcontractor shall be removed from the construction, provided that the Contract Price and/or Contract Time(s) may be adjusted to the extent that City's decision impacts Design-Builder's cost and/or time of performance.

2.14.4 Any person employed by the Design-Builder or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the construction by Design-Builder or Subcontractor employing such person, and shall not be employed again in any portion of construction without the written approval of the City. The Design-Builder or Subcontractor shall keep the City harmless from damages or claims, which may occur in the enforcement of this section.

2.14.5 Design-Builder shall be solely responsible to City for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.14.6 Design-Builder shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.15 Control of Construction Site

2.15.1 Throughout all phases of construction, including suspension of Work, Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the construction, or a portion of the construction, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the construction or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

2.15.2 Design-Builder shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Arizona Department of Environmental Quality (ADEQ).

2.15.3 Design-Builder shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. Design-Builder shall be responsible for the coordination of all Work to minimize disruption to building occupants and facilities.

2.15.4 In the event of abnormal weather conditions, such as windstorms, rainstorms, snowstorms, etc., the Design-Builder shall immediately inspect the work site and take all necessary actions to insure public access and safety are maintained, and that the Work in place and site conditions are protected from damage.

2.15.5 Only materials and equipment, which are to be used directly in the construction, shall be brought to and stored on the Site by the Design-Builder. When equipment is no longer required for the construction, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Design-Builder.

2.16 Shop Drawings, Product Data and Samples

2.16.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the construction for which submittals are required the way the Design-Builder proposes to conform to the information given and the design concept expressed in the Construction Documents.

2.16.2 The Design-Builder shall review, approve, verify, and submit to the City three copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Construction Documents in accordance with the approved construction schedule as prescribed in section 4.2 as to cause no delay in the Work or in the activities of the City or of separate contractors.

2.16.3 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, the Design-Builder represents that the Design-Builder has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the construction and of the Construction Documents.

2.16.4 The Design-Builder shall not be relieved of responsibility for deviations from requirements of the Contract Documents unless the Design-Builder has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation.

2.16.5 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.17 Quality Control, Testing and Inspection

2.17.1 All materials used in the construction shall be new and unused, unless otherwise agreed to in writing by the parties, and shall meet all quality requirements of the Contract Documents.

2.17.2 All construction materials to be used on the construction or incorporated into the construction, equipment, plant, tools, appliances or methods to be used in the construction may be subject to the inspection and approval or rejection of the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.17.3 The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and tests shall be made in accordance with (i) Maricopa Association of Governments (MAG) Uniform Standard Technical Specifications and Uniform Standard Details and Drawings, latest revision, (ii) the City of Flagstaff Supplements and Amendments to the latest revision of the MAG Uniform Standard Technical Specifications and Uniform Details and Drawings, (iii) City of Flagstaff Engineering Design and Construction Standards and Specifications latest revision, and (iv) ASHTO and ASTM standards, latest revisions.

2.17.4 The City will select a pre-qualified City or independent testing laboratory and will pay for initial City acceptance testing.

2.17.4.1 When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, will be paid for by the Design-Builder. Construction contingency cannot be utilized for the cost of re-testing.

2.17.4.2 When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.17.5 The Design-Builder will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and shall provide them access to the Work at all times.

2.17.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.17.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the Design-Builder, unless otherwise provided in the Contract Documents.

2.17.8 Design-Builder's convenience and quality control testing and inspections shall be the sole responsibility of the Design-Builder and paid by the Design-Builder.

2.18 **Trade names and Substitutions**. Construction Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, may be substituted. Substitute or alternate items may be permitted, subject to the following:

2.18.1 The substitution shall be submitted by Design-Builder in writing to the City.

2.18.2 The Design-Builder shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.18.3 The submittal shall state any required changes in the Construction Documents to adapt the design to the proposed substitution.

2.18.4 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution. Substitutions will only be considered if they do not extend Contract Time.

2.18.5 The Design-Builder if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.18.6 The City will make the final decision and will notify the Design-Builder in writing as to whether the substitution has been accepted or rejected. If accepted, the Design-Builder will cause the Construction Documents to be revised as approved at the Design-Builder's cost.

2.18.7 The Design-Builder shall continue to perform the construction in accordance with the Construction Documents unless the City accepts the substitution and there is no extension of Contract Time.

2.19 Project Record Documents

2.19.1 During the construction period, the Design-Builder shall maintain at the Site a set of blueline or blackline prints of the Construction Drawings and Shop Drawings for Project Record Document purposes.

2.19.1.1 The Design-Builder shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Drawings. The Design-Builder shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order, Field Order, Report of Field Change, ASI or RFI.
- Details not on original Construction Drawings.

2.19.1.2 The Design-Builder shall mark completely and accurately Project record drawing prints of Construction Drawings or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on Construction Drawings location.

2.19.1.3 The Design-Builder shall mark Project record drawings sets with red erasable colored pencil.

2.19.1.4 The Design-Builder shall note RFI Numbers, ASI Numbers and Change Order numbers, etc, as required to identify the source of the change to Construction Drawings.

2.19.1.5 The Design-Builder shall as a condition of Substantial Completion, submit Project record drawing prints and Shop Drawings to the City or its representative for review and comment.

2.19.2 Final Project record drawings: Upon receipt of the reviewed Project record drawings from the City, the Design-Builder shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

2.19.2.1 On electronic media: (i) a complete set of Project record drawings prepared in Autocad format compatible with City of Flagstaff Community Development Department CADD technology using City layering standards, each drawing shall be clearly marked with “As-Built Document;" (ii) a complete set of Project specifications in Microsoft Word format; and (iii) Shop Drawings in CADD or graphic file format.

2.19.2.2 On hard copy media: (i) a complete set of reproducible mylars from the final AutoCAD drawings in the format compatible with City of Flagstaff Community Development Department CADD technology using City layering standards; and (ii) two edge bound blueline or blackline sets reproduced from these mylars.

2.19.2.3 The original copy of the Project record drawings (redline mark-ups).

2.20 Project Safety

2.20.1 Design-Builder recognizes the importance of performing the construction in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the construction, including materials and equipment incorporated into the construction or stored on-Site

or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.20.2 Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the construction.

2.20.3 Design-Builder shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the construction. Unless otherwise required by the Contract Documents, Design-Builder's safety representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.

2.20.4 The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.20.5 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.20.6 Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the construction to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the construction.

2.20.7 Design-Builder's responsibility for safety under this section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the construction.

2.21 Commissioning

2.21.1 The Design-Builder shall develop a Commissioning program, subject to the City's approval, as part of its CMP pursuant to section 2.7.

2.21.2 The Commissioning program shall include the roles and responsibilities of the City, tenants, and the Design-Builder.

2.21.3 The Design-Builder will provide a final Commissioning report indicating that the Project and all its systems and components are functioning as prescribed in the Contract Documents and training has been completed as required by the Contract Documents.

2.22 Design-Builder's Warranty

2.22.1 Design-Builder warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.22.2 Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Project by persons other than Design-Builder and anyone for whose acts Design-Builder may be liable.

2.22.3 Design-Builder's warranty obligation shall be for one year, except for such greater periods as may be required by the technical specifications.

2.22.4 Nothing in this warranty is intended to limit any manufacturer's warranty, or any other remedy at law available to the City, which provides City with greater warranty or other rights than set forth in this

section or the Construction Documents.

2.22.5 Design-Builder will provide City with all manufacturers' warranties upon Substantial Completion.

2.23 Correction of Defective Construction

2.23.1 Design-Builder agrees to correct any construction that is found to not be in conformance with the Construction Documents, including that part of the construction subject to section 2.22 hereof. A progress payment, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of construction not in accordance with the Construction Documents.

2.23.2 Design-Builder shall, within seven Days of receipt of written notice from City that the construction is not in conformance with the Construction Documents, take meaningful steps to commence correction of such nonconforming construction, including the correction, removal or replacement of the nonconforming construction and any damage caused to other parts of the construction affected by the nonconforming construction.

2.23.3 If Design-Builder fails to commence the necessary steps within such seven Day period, City, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that City will commence correction of such nonconforming construction with its own forces. If City does perform such corrective construction, Design-Builder shall be responsible for all reasonable costs incurred by City in performing such correction. Any such Work performed by the City as a result of the Design-Builder's failure to commence corrective action shall not impact, in any way, the remaining warranty of the affected construction.

2.23.4 If the nonconforming construction creates an emergency requiring an immediate response, the Design-Builder will respond and initiate corrections within twenty-four hours.

2.23.5 Sections 2.22 and/or 2.23 above shall not limit any rights or remedies the City may have regarding Design-Builder's obligations under the Contract Documents.

ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES

3.1 Duty to Cooperate

3.1.1 City shall, throughout the performance of Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 City shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.

3.1.3 City's Representative as identified in section 8.4.1.2 shall be responsible for providing City-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. City's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

3.1.4 Appropriate City staff will be available and will participate in required training as part of the Commissioning activities.

3.1.4 If requested by the Design-Builder, the City's Representative will provide assistance and guidance in obtaining necessary permits. Regulating agencies of the City, such as the Community Development Department and the Utilities Department, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

3.2 Furnishing of Services and Information

3.2.1 The City will be responsible for the payment of the following:

3.2.1.1 City review and permit(s) fees for building and demolition permits.

3.2.1.2 City review fees for grading and drainage, water, sewer, and landscaping.

3.2.1.3 Utility fees for permanent services.

3.2.2 Unless expressly stated to the contrary in the Contract Documents, City will provide, at its own cost and expense, for Design-Builder's information, the following:

3.2.2.1 To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.2.2 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.2.3 A legal description of the Site.

3.2.2.4 To the extent available, as-built record and/or historical drawings of any existing structures at the Site;

3.2.2.5 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous materials, in existence at the Site; and

3.2.2.6 To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.3 City will provide all City standards and guidelines, supplementary conditions and special provisions that shall be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing and termite treatment requirements.

3.2.4 City is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the construction. City is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Field Inspections

3.3.1 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the Design-Builder. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory agency or with an inspector from a City laboratory pursuant to section 2.17.

3.3.2 Through onsite observation of the Work in progress and field checks of materials and equipment, the inspector shall endeavor to provide protection against defects and deficiencies in the Work.

3.3.2.1 The inspector will be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.3.2.2 The inspector will not be authorized to issue instructions contrary to the Construction Documents or to act as foremen for the Design-Builder.

3.3.2.3 The inspector shall have the authority to reject Work or materials until any questions at issue can be decided by the City's Representative.

3.3.3 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequence or procedures or for safety precautions or programs or responsibility for the Design-Builder's failure to perform the Work in accordance with Contract Documents.

3.4 City's Separate Contractors. City is responsible for all Work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

3.5 Project Management Services (if applicable to this Project)

3.5.1 The City may contract separately with one or more technical consultants to provide project management assistance of the Project. The technical consultant's contract as well as other firms hired by the City shall be furnished to the Design-Builder. The Design-Builder shall not have any right however, to limit or restrict any contract modifications that are mutually acceptable to the City and technical consultant.

3.5.2 The technical consultant services will augment the City staffing resources to effectively manage the objectives of the City and this Project with the goal of managing the key project communication, cost and time parameters. The City and the Design-Builder shall endeavor to communicate through the technical consultant.

3.5.3 The technical consultant may provide preprogramming and design standards.

3.5.4 The City may contract with the technical consultant to provide some or all of the following services during the performance of the construction:

3.5.4.1 Oversight of the construction.

3.5.4.2 Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed construction and to determine in general if the construction is being performed in accordance with the Construction Documents. The technical consultant will keep the City informed of progress of the construction, and will endeavor to guard the City against defects and deficiencies in the construction. The technical consultant may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with section 2.17.

3.5.4.3 Review and recommend approval of the Design-Builder's Payment Requests.

3.5.4.4 Interpretations of matters concerning performance under and requirements of the Contract Documents on written request of the City. The technical consultant's response to such requests will be made with reasonable promptness and within any time limits agreed upon.

3.5.4.5 Analyze, recommend and assist in negotiations of Change Orders.

3.5.4.6 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.5.4.7 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the Design-Builder.

3.5.5 Commissioning Services**.** The technical consultant may supervise and/or participate in the Commissioning activities.

ARTICLE 4 – CONTRACT TIME

4.1 Contract Time.

4.1.1 Contract Time shall start with the Notice to Proceed (NTP) and end with Substantial Completion.

4.1.2 The City shall issue a NTP letter establishing the mutually agreed upon NTP date for this Agreement and design.

4.1.3 The Design-Builder shall provide a Project Schedule of the design activities within seven (7) Days after the NTP.

4.1.3.1 The Project Schedule shall provide fourteen (14) Days to be used by the City or its designee for reviews and approvals for any interim design submissions pursuant to section 2.8.

4.1.3.2 Failure on the part of the Design-Builder to adhere to the Project Schedule may be the basis for termination of this Agreement by the City.

4.1.4 Each GMP amendment to this Agreement will establish a separate construction NTP date Performance Period and Substantial Completion date for the entire Project. The Performance Period(s) for individual GMP's may be sequential or concurrent as established in the individual Notices To Proceed.

4.1.5 Design-Builder agrees that it will commence performance of the Work and achieve Performance Periods and the Contract Time.

4.1.6 All of the times set forth in this Article 4 or by amendments to this Agreement shall be subject to adjustment in accordance with Article 6.

4.2 Construction Schedule. Each approved GMP proposal shall include a Project Schedule as prescribed in section 2.4 with a CPM diagram construction schedule that will indicate the path of critical activities and establish the Performance Period encompassed by the GMP. The Design-Builder will maintain the construction schedule throughout the construction.

4.3 Substantial Completion

4.3.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.

4.3.2 Prior to notifying the City in accordance with section 4.3.3 below, the Design-Builder shall inspect the construction and prepare and submit to the City a comprehensive list of items to be completed or corrected. The Design-Builder shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all construction in accordance with the Construction Documents.

4.3.3 Design-Builder shall notify City when it believes the construction, or a portion of the construction, is substantially complete.

4.3.4 Within five Days of City's receipt of Design-Builder's notice, City and Design-Builder will jointly inspect such construction to verify that it is substantially complete in accordance with the requirements of the Construction Documents.

4.3.5 If such construction is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the construction or portion thereof, (ii) the remaining items of construction that have to be completed within thirty Days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.3.6 City, at its option, may use a portion of the construction which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of construction addressing the items set forth in section 4.3.5 above, (ii) Design-Builder and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and Design-Builder agree that City's use or occupancy will not interfere with Design-Builder's completion of the remaining construction.

4.4 Final Completion and Acceptance. The Work, or identified portions of the Work must be finally complete within thirty Days from the date the Certificate of Substantial Completion is issued unless there is a written agreement of the parties that establishes another date for Final Completion. Upon receipt of written notice that the construction or identified portions of the Work is ready for final inspection and acceptance, City and Design-Builder will jointly inspect to verify that the remaining items of Work have been completed as set forth in section 4.3.5. The City will issue a Final Acceptance letter when the City finds the Work or identified portions of the Work to be finally complete.

4.5 Liquidated Damages – Substantial Completion. Design-Builder understands that if Substantial Completion is not attained within the Contract Time as may be adjusted, City will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained within the Contract Time as may be adjusted, Design-Builder shall pay the City (to be determined separately for each GMP) as liquidated damages, and not as a penalty, for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.6 Liquidated Damages – Final Completion. Design-Builder understands that if Final Completion is not attained within the time allowed in section 4.4 above, as may be adjusted, the City will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not attained within the specified time as may be adjusted, Design-Builder shall pay the City (to be determined separately for each GMP) as liquidated damages, and not as a penalty, for each Day that Final Completion extends beyond the date for Final Completion as determined by the Agreement and further agrees that such amount is reasonable under the circumstances.

ARTICLE 5 – CONTRACT PRICE

5.1 Contract Price.

5.1.1 The Contract Price will be the amounts prescribed for design in section 5.2 below plus GMPs and Owner's Contingency.

5.1.2 The Contract Price is subject to adjustments made in accordance with Article 6 and by amendment.

5.1.2.1 GMP amendments are cumulative except for contingency. The amount of contingency for each GMP amendment will be negotiated separately.

5.1.2.2 If the GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.1.3 Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

5.2 Design

5.2.1 The Design-Builder's fee for providing, through personnel employed by Design-Builder or procured from qualified Subconsultants, Design Services and GMP preparation for the construction of the USGS Renovation and Additions Project. The Fee Schedules in Exhibit A shall determine the basis for payment depending on how and when the individual Sites become available. Any savings from the design shall revert to the City for use during construction.

5.2.2 The contract fees for Design-Builder and Subconsultants are based upon the approved cost proposal dated XXXXXX XX, 20XX attached hereto as Exhibit A.

5.3 GMP

5.3.1 At the end of the design phase or at a time determined by the City, the City will request the Design-Builder to provide a GMP or series of GMP's at the same or different times. The approved GMP(s) will be made part of this Agreement by amendment. The GMP(s) will include amounts for completion of design, if applicable, in the same format as prescribed above and a price for construction in accordance with section 5.3.3.

5.3.2 The Design-Builder guarantees to bring the completion of the design and construction within the GMP or Design-Builder alone will be required to pay the difference between the actual cost and the GMP.

5.3.2.1 Any savings of the Design-Builder's bid contingency used to buy out the construction at the conclusion of the selection of Subcontractors may be used during construction by the Owner as a construction contingency.

5.3.2.2 Any savings realized during construction may be, at the City's sole discretion, incorporated into the construction of the Project to fund additional scope items or will be returned to the City upon the City's request.

5.3.3 The GMP is composed of the following not-to-exceed cost reimbursable or lump sum amounts defined below.

5.3.3.1 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.3.3.2 The General Conditions Costs are firm fixed lump sum amount which will include bonds and insurance premiums based on the full Contract Price for construction.

5.3.3.3 The Construction Fee is a firm fixed lump sum.

5.3.3.4 Design-Builder's Contingency is an amount the Design-Builder may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

5.3.3.5 Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.3.3.6 When the Design-Builder utilizes Design-Builder's Contingency funds, the Design-Builder shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder shall deduct the amount of Design-Builder's Contingency funds used from the Design-Builder's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

5.3.4 The Owner's Contingency is funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used.

5.3.5 GMPs are cumulative except for Design-Builder's Contingency. The amount of Design-Builder Contingency for each GMP amendment will be negotiated separately and shall reflect the Design-Builder's risk from that point in the Project forward.

5.4 GMP Proposal

5.4.1 When requested, the Design-Builder shall submit three sets of the approved sealed design submittal to be used to establish the GMP.

5.4.1.1 The Design-Builder shall sign and date the face of each document of each set used as the basis of the proposed GMP.

5.4.1.2 The Design-Builder shall send two sets of these documents to the City's Representative, while keeping one set for itself.

5.4.2 The GMP proposal shall include:

5.4.2.1 A list of the documents including the latest approved plans and design criteria, with latest issuance date including all Addenda thereto which were used in preparation of the GMP proposal;

5.4.2.2 A list of allowances and a statement of their basis;

5.4.2.3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the GMP proposal, to supplement the information contained in the documents;

5.4.2.4 A summary of the GMP with a total for each of the components of the GMP as shown in the table below. On the table the percentages requested should be calculated as the percent of the "Total Construction Cost." The sub-amount shown under General Conditions should be included in the General Conditions amount.

5.4.2.5 A spread sheet showing the basis for professional services, with hours and hourly costs for basic services and Subconsultant services indicating overhead and profit.

5.4.2.6 A list and estimated cost of reimbursables and other not-to exceed costs.

5.4.2.7 An itemized detail of any costs proposed to be included in the General Conditions.

5.4.2.8 A statement of proposed additional services, if any.

5.4.2.9 The GMP shall include in the Cost of the Work those taxes that are applicable at the time the GMP is executed. If, in accordance with the City's express written direction an exemption is claimed for taxes, the City agrees to indemnify, defend and hold Design-Builder harmless for any liability, penalty, interest, fine, tax assessment, attorney's fees or other expense or cost incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with the City's direction relative to the taxes as described in this section only.

5.4.2.10 The GMP shall exclude the actual costs of any jurisdictional or regulatory agency permit or fee as well as those for testing and inspection services that are to be paid per section 2.10. However, a detailed estimate of all anticipated direct costs for permits, fees, inspection and testing shall be attached to the GMP.

5.4.2.11 A Schedule of Values for the construction, with the costs organized by subcontract categories, allowances, contingency, General Conditions Costs, and the Design-Builder's construction phase fee.

5.4.2.12 A Project Schedule as prescribed in section 4.2 and establishing the Performance Period and the Scheduled Substantial Completion Date.

5.4.2.13 The updated CMP as prescribed in section 2.7.

5.4.2.14 The street or physical address of the Site of the Work for each GMP, phased GMP, or separate location at which Work, or a portion of the Work, will be performed shall be set forth in each GMP amendment.

5.5 GMP Approval

5.5.1 The Design-Builder shall meet with the City to review the GMP proposal and the written statement of its basis. In the event that the City discovers any inconsistencies or inaccuracies in the information presented, the City shall promptly notify the Design-Builder, who shall make appropriate adjustments to the GMP proposal, its basis or both.

5.5.2 Upon receiving the GMP proposal from the Design-Builder, the City may submit the same documents that were used by Design-Builder in developing its GMP to an independent third party for review and verification. The third party shall develop an independent estimate and review the CPM schedule.

5.5.2.1 If the Design-Builder's GMP proposal is greater than the independent third party estimate, the City may require the Design-Builder to reconfirm its proposal.

5.5.2.2 The Design-Builder shall describe the differences between the two, and explain why its GMP reflects the scope of the Work and is correct.

5.5.3 If the City accepts the Design-Builder's GMP proposal and the GMP proposal is within the City's budget, the City may accept the Design-Builder's GMP proposal without comment. If the GMP proposal exceeds the City's budget, the City must indicate in writing to the Design-Builder that the budget has been increased to fund the excess cost.

5.5.4 If the City accepts the Design-Builder's GMP, the City and the Design-Builder will execute an amendment to this Agreement for the GMP amending the Contract Price and establishing the Performance Period and the Contract Time.

5.5.5 The City shall authorize and cause the Design-Builder to revise the documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP proposal.

5.5.6 After final submission of the GMP the City may, at the City's sole discretion and for any or no reason, accept or reject the GMP. If the City rejects the Design-Builder's GMP, the City may terminate the Design-Builder's Contract. If the Contract is terminated pursuant to this section, the Design-Builder's compensation shall be limited to the direct cost of its completed Work and materials supplied as of the date of termination. Design-Builder shall not be entitled to any unearned or anticipated profit or overhead. If the Contract is terminated pursuant to this section, Design-Builder shall deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City.

ARTICLE 6 – CHANGES TO CONTRACT PRICE AND TIME

6.1 Delays

6.1.1 If Design-Builder is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its

control and due to no fault of its own or of those for whom Design-Builder is responsible, the Contract Times for performance may be reasonably extended by Change Order.

6.1.2 The Design-Builder shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work.

6.1.2.1 In the case of a continuing delay only one request is necessary.

6.1.2.2 Written notice by the Design-Builder shall be provided to the City within thirty (30) Days of the commencement of the cause.

6.1.2.3 If written notice is received by the City more than thirty (30) Days after commencement of the cause, the period of delay shall be deemed to commence thirty (30) Days prior to the giving of such notice.

6.1.3 By way of example, events that may entitle Design-Builder to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, hazardous conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.1.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.1.5 It is understood, however, that permitting the Design-Builder to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.1.6 In addition to Design-Builder's possible right to a time extension for those events set forth in this section, Design-Builder may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this section that are beyond the control of both Design-Builder and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

6.2 Differing Site Conditions

6.2.1 If Design-Builder encounters a Differing Site Condition, Design-Builder may be entitled to a Change Order to adjust the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are impacted by the Differing Site Condition.

6.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to City of such condition, which notice shall not be later than seven Days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.3 Legal Requirements. The Contract Price and/or Contract Time(s) shall be adjusted by Change Order to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of this Agreement negatively affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of this Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

6.4 City Requested Change in Work.

6.4.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or desirable in the City's sole discretion.

6.4.2 Such alterations and changes shall not invalidate this Agreement, and the Design-Builder agrees to perform the Work as altered, the same as if it has been a part of the original Contract.

6.4.3 Upon receipt of a request for proposal for a change in Work, the Design-Builder shall prepare a proposal in significant detail, using the rates and markups established in the Contract Documents as a basis of the Contract Price adjustment. The Design-Builder's proposal shall include a detailed description of any schedule impact.

6.4.4 City and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.4.5 If City requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order may be issued to reimburse Design-Builder for reasonable costs incurred for estimating services and other services involved in the preparation of proposed revisions to the Contract Documents.

6.5 Minor Changes. The City may make minor changes in the Work that do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall immediately inform City, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

6.6 Emergencies. In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time on account of emergency work shall be determined as provided in this Article 6.

ARTICLE 7- PROCEDURE FOR PAYMENT

7.1 Design Services

7.1.1 Design-Builder will be paid 100% of the amount earned for Design Services minus the value or cost arising from any deficiencies or defects in the Design Services.

7.1.2 The Design-Builder shall pay all sums due to Subconsultants for services and reimbursable expenses within fourteen calendar Days after the Design-Builder has received payment for those services from the City.

7.1.3 Requests for monthly payments by the Design-Builder shall be submitted on the City's "Payment Request" form and shall be accompanied by a design progress report, detailed invoices and receipts, if applicable. This submittal shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and the Subconsultants' actual requests for payment plus similar narrative and listing of their Work.

7.1.4 After approved completion of design and GMP(s) for the total construction of the Project in accordance with section 2.8 and 5.4, Design-Builder will be paid 100% of the amount for Design Services less the total of payments previously made, subject to section 7.1.1.

7.1.5 Payments for those services negotiated as a lump sum shall be made in accordance with the percentage of the services completed during the preceding month. Those services negotiated as a not-to-exceed fee shall be paid in accordance with the actual cost of the service expended during the

preceding month.

7.1.6 All Payment Requests shall be submitted to the City for review and approval.

7.2 Request for Payment for Construction Services. The Design-Builder agrees at its own cost and expense, to perform all construction, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in this Agreement.

7.2.1 The Schedule of Values submitted as prescribed in section 2.13.5, subject to adjustment in accordance with this Agreement will serve as the basis for monthly progress payments made to Design-Builder throughout the construction.

7.2.2 Design-Builder shall submit to City's Representative the construction phase services "Payment Request" form no later than the **3rd** of the month to be paid on the **15th** check run, or by the **19th** of the month to be paid on the **30th** check run. If the 3rd or 19th falls on a Saturday or Sunday invoices are due on the preceding **Fri**day.

7.2.3 At least five (5) working Day**s pr**ior to the date establ**ishe**d for a Payment Request, the Des**ign-**Builder shall submit an updated Project Schedule and meet with the City's Representative to review **th**e progress of the construction, as it will be reflected on the Payment Request.

7.2.4 The Design-Builder Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.

7.2.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.

7.2.4.2 For materials and equipment stored off the Site, the City must approve the storage facility. The material and equipment must be stored within Coconino County or other sites as may be approved and be accessible for City's inspection. The Design-Builder must establish City title to such materials and equipment or otherwise protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.2.4.3 All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.2.5 The Payment Request shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and all construction will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the construction into the Project.

7.3 Progress Payment

7.3.1 City shall make payment in accordance with A.R.S. 34-607 such that payment will be made no later than fourteen Days after Payment Request is certified and approved. City shall review Payment Request and make recommendation of approval or denial within seven Days after City's receipt of each properly submitted and accurate Payment Request, but in each case less the total of payments previously made, and less amounts properly withheld under section 7.3.2 below.

7.3.2 City shall pay Design-Builder all amounts properly due. If City determines that Design-Builder is not entitled to all or part of the Payment Request, it will notify Design-Builder in writing at least seven Days after the date the Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify City's concerns. Design-Builder and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3.3 Notwithstanding anything to the contrary in the Contract Documents, City shall pay Design-Builder all undisputed amounts in a Payment Request within the times required by the Agreement.

7.4 Retention on Progress Payments

7.4.1 City will retain ten percent (10%) of the amount on each Payment Request provided, however, that when fifty percent (50%) of the construction has been completed by Design-Builder, upon request of the Design-Builder, City may reduce the amount retained to five percent (5%) from Design-Builder's subsequent Payment Requests, if the Design-Builder's performance of construction has been satisfactory.

7.4.2 In lieu of retention, the Design-Builder may provide as a substitute any of the following: an assignment of time certificates of deposit (CDs) from a bank licensed by Arizona; securities guaranteed by the United States; securities of the United States, the State of Arizona, Arizona counties, Arizona municipalities, or Arizona school districts; or shares of savings and loan institutions authorized to transact business in Arizona.

7.4.2.1 CDs assigned to the City must be maintained at the City's single servicing bank, currently Wells Fargo, Arizona, in the form of time deposit receipt accounts.

7.4.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a financial institution within the state of Arizona.

7.4.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the City's form of escrow agreement. Escrow agreement forms may be obtained from the Management Services Department by calling (928) 213-2206.

7.5 Substantial Completion. Upon Substantial Completion of the entire construction or, if applicable, any portion of the construction, City shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one half times (2.5) the reasonable value of all remaining, deficient or incomplete items of construction as noted in the Certificate of Substantial Completion.

7.6 Final Payment

7.6.1 After receipt of a final Payment Request from Design-Builder, City shall make final payment within 60 Days after the receipt by the City, provided that a Final Acceptance Letter has been issued by the City in accordance with section 4.4.

7.6.2 At the time of submission of its final Payment Request, Design-Builder shall provide the following information:

7.6.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the construction which will in any way affect City's interests.

7.6.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment, and

7.6.2.3 Consent of Design-Builder's surety, if any, to final payment.

7.7 Payments To Subcontractors or Suppliers

7.7.1 Design-Builder shall pay its Subcontractors or Suppliers within seven Days of receipt of each progress payment from the City. The Design-Builder shall pay for the amount of construction performed or

materials supplied by each Subcontractor or Supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the Design-Builder shall result in a corresponding reduction to Subcontractors or Suppliers who have performed satisfactory work. Design-Builder shall pay Subcontractors or Suppliers the reduced retention within fourteen Days of the payment of the reduction of the retention to the Design-Builder. No contract between Design-Builder and its Subcontractors and Suppliers may materially alter the rights of any Subcontractor or Supplier to receive prompt payment and retention reduction as provided herein.

7.7.2 If the Design-Builder fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and Design-Builder agrees that the City may take such actions:

7.7.2.1 To hold the Design-Builder in default under this Agreement;

7.7.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or Suppliers in accordance with these provisions;

7.7.2.3 Reject all future offers to perform work for the City from the Design-Builder for a period not to exceed one year from Substantial Completion date of this Project.

7.7.2.4 Terminate this Agreement.

7.7.3 If Design-Builder's payment to a Subcontractor or Supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02 and related statutes as amended, and shall further hold the City harmless from any ensuing damages, claims or costs.

7.7.4 Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this section or of any of the terms or provisions thereof.

7.7.5 Design-Builder shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.8 Record Keeping and Finance Controls

7.8.1 Records of the Design-Builder's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and Design-Builder shall be kept on a generally recognized accounting basis and shall be available for up to three years following Final Completion of the Project.

7.8.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Design-Builder's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

7.8.3 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the Design-Builder's records, the audit discloses the Design-Builder has provided false, misleading, or inaccurate cost and pricing data.

7.8.4 The Design-Builder shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.8.5 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

ARTICLE 8- CLAIMS AND DISPUTES

8.1 Requests for Contract Adjustments and Relief.

8.1.1 If either Design-Builder or City believes that it is entitled to relief against the other for any event arising out of or related to the Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.1.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.1.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one Days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.1.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.2 Dispute Avoidance and Resolution

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

8.2.2 Design-Builder and City will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and City's Representative.

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

8.2.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.3 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and City shall continue to satisfy its payment obligations to Design-Builder pending the final resolution of any dispute or disagreement between Design-Builder and City.

8.4 Representatives of the Parties

8.4.1 City's Representatives

8.4.1.1 City designates the individual listed below as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under section 8.2.3:

Adam Miele, Project Manager
City of Flagstaff – Public Works
211 W. Aspen Ave.
Flagstaff, AZ 86001

8.4.1.2 City designates the individual listed below as its City's Representative, which individual has the authority and responsibility set forth in section 8.2.2:

Adam Miele, Project Manager
City of Flagstaff – Public Works
211 W. Aspen Ave.
Flagstaff, AZ 86001

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8.4.2 Design-Builder's Representatives

8.4.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under section 8.2.3:

Adam Siros, Principal
APMI, Inc.
323 North Leroux Street
Flagstaff, Arizona, 86001

8.4.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in section 8.2.2:

Adam Siros, Principal
APMI, Inc.
323 North Leroux Street
Flagstaff, Arizona, 86001

ARTICLE 9 – SUSPENSION AND TERMINATION

9.1 City's Right to Stop Work

9.1.1 City may, at its discretion and without cause, order Design-Builder in writing to stop and suspend the Work. Immediately after receiving such notice, the Design-Builder shall discontinue advancing the Work specified under this Agreement

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9.1.2 Such suspension shall not exceed one hundred eighty (180) consecutive Days during the duration of the Project.

9.1.3 Design-Builder may seek an adjustment of the Contract Price and Time, if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.2 Termination for Convenience.

9.2.1 Upon receipt of written notice to Design-Builder, City may, at its discretion and without cause, elect to terminate this Agreement. If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.2.2 Upon such termination during Design Services, the Design-Builder shall deliver to the City all drawings, plans, specifications, special provisions, estimates and other Work entirely or partially completed, together with all unused materials supplied by the City.

9.2.2.1 The Design-Builder shall estimate the value of the Work it has completed and submit its appraisal to

the City for evaluation. The City shall have the right to inspect the Subconsultant's Work to appraise the Work completed.

9.2.2.2 The Design-Builder shall receive compensation for services performed to the date of such termination as set forth in section 9.2.5 The fee shall be paid in accordance with Article 7 of this Agreement, and shall be an amount mutually agreed upon by the Design-Builder and the City. If there is no mutual agreement, the final determination shall be made in accordance with Article 8.

9.2.2.3 Design-Builder shall not be entitled to anticipated profit or anticipated overhead. In no event shall the fee exceed that set forth in Article 5 of this Agreement or as amended.

9.2.2.4 The City shall make the final payment within sixty Days after the Design-Builder has delivered the last of the partially completed items and the final fee has been agreed upon.

9.2.2.5 If City terminates this Agreement pursuant to this section and proceeds to design and construct the Project through its employees, agents or third parties, City's rights to use the work product shall be as set forth in section 12.4 hereof.

9.2.3 Upon such termination during construction services, the Design-Builder shall proceed with the following obligations:

9.2.3.1 Stop Work as specified in the notice.

9.2.3.2 Place no further subcontracts or orders.

9.2.3.3 Terminate all subcontracts to the extent they relate to the Work terminated.

9.2.3.4 Assign to the City all right, title and interest of the Design-Builder under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

9.2.3.5 Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the Design-Builder and which the City has or may acquire an interest.

9.2.4 The Design-Builder shall submit complete termination inventory schedules no later than sixty (60) Days from the date of the notice of termination.

9.2.5 The City shall pay Design-Builder the following.

9.2.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.2.5.2 The reasonable costs and expenses attributable to such termination.

9.2.5.3 Design-Builder shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it appears the Design-Builder would have sustained a loss on the entire Work had the Project been completed, the Design-Builder shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.2.6 The Design-Builder shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in section 7.8.

9.3 City's Right to Perform and Terminate for Cause

9.3.1 If the City provides the Design-Builder with a written order to correct deficiencies to provide adequate maintenance of traffic, adequate cleanup, adequate dust control, or to repair damage resulting from abnormal weather conditions, and the Design-Builder fails to comply in a time frame specified, the City may have Work accomplished by other sources at the Design-Builder 's expense.

9.3.2 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work are completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in sections 9.3.3 and 9.3.4 below.

9.3.3 Upon the occurrence of an event set forth in section 9.3.2 above, City may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of Design-Builder's receipt of such notice.

9.3.3.1 If Design-Builder fails to cure, or reasonably commence to cure, such problem within such seven (7) Day period, then City may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) Day period.

9.3.3.2 If Design-Builder, within such second seven (7) Day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

9.3.4 Upon declaring the Agreement terminated pursuant to section 9.3.3.2 above, City may enter upon the Site and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.3.5 In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Design-Builder will only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.3.6 If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the re-procurement and defense of claims arising from Design-Builder's default.

9.3.7 If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of section 9.2.

ARTICLE 10 – INSURANCE AND BONDS

10.1 Insurance Requirements

10.1.1 Design-Builder and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Design-Builder, his agents, representatives, employees or Subcontractors.

10.1.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.1.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect the Design-Builder from liabilities that might arise out of the performance of the Work under this Agreement by the Design-Builder, his agents, representatives, employees, or subcontractors.

Design-Builder is free to purchase such additional insurance as may be determined necessary.

10.2 Minimum Scope And Limits Of Insurance. Design-Builder shall provide coverage with limits of liability not less than those stated below:

10.2.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate/for this Project	$2,000,000/$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Design-Builder".**

10.2.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Design-Builder, including automobiles owned, leased, hired or borrowed by the Design-Builder".**

10.2.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease - Each Employee	$100,000
Disease – Policy Limit	$500,000

10.2.4 <u>Professional Liability</u>

Each Claim	$1,000,000

10.2.4.1 The required professional liability coverage must cover Work done or to be done or on the behalf of the Design-Builder.

10.2.4.2 In the event that professional liability insurance required by this Agreement is written on a "claims made" basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.

10.2.4.3 Any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

10.2.5 Builders' Risk Insurance or Installation Floater $_____
In an amount equal to the initial Agreement amount plus additional coverage equal to Agreement amount for all subsequent Change Orders.

10.2.5.1 The City of Flagstaff, the Design-Builder, Subcontractors, design professional and design professional's consultant and any others with an insurable interest in the Work shall be **Named Insureds** on the policy**.**

10.2.5.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.

10.2.5.3 Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

10.2.5.4 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.2.5.5 Policy must provide coverage from the time any covered property becomes the responsibility of the Design-Builder, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off Site.

10.2.5.6 Policy shall contain a **waiver of subrogation** against the City of Flagstaff.

10.2.5.7 Design-Builder is responsible for the payment of all policy deductibles.

10.3 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

10.3.1 The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the Design-Builder even if those limits of liability are in excess of those required by this Agreement.

10.3.2 The Design-Builder's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.3.3 Coverage provided by the Design-Builder shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.3.4 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed by the Design-Builder and Subcontractors for the City.

10.4 Notice Of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

10.5 Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A-,7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Design-Builder from potential insurer insolvency.

10.6 Verification Of Coverage

10.6.1 Design-Builder shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

10.6.3 All certificates required by this Agreement shall be sent directly to City's Contracts Division. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.6.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the Design-Builder or Subcontractors, as the case may be, must:

- Submit a current insurance certificate (dated within 15 Days of the Payment Request submittal) with each form. The Payment Request will be rejected if the insurance certificate is not submitted with the Payment Request.

10.7 Subcontractors. Design-Builders' certificate(s) shall include all Subcontractors as additional insureds under its policies. All coverage's for Subcontractors shall be subject to the minimum requirements identified above.

10.8 Approval. Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

10.9 Bonds and Other Performance Security.

10.9.1 Prior to execution of this Agreement and/or amendment to this Agreement for any Work that includes construction, the Design-Builder must provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the construction set forth in the GMP.

10.9.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.

10.9.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.9.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.9.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.9.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.9.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.9.6 All bonds submitted for this Project shall be provided by a company which has been rated "A-, 7, or better" by the A.M. Best Company.

ARTICLE 11 - INDEMNIFICATION

11.1 Intellectual Property

11.1.1 The Design-Builder shall pay all royalties and license fees associated with its performance of services herewith.

11.1.2 The Design-Builder shall defend any action or proceeding brought against City based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. City shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify, defend and hold harmless City from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against City or Design-Builder in any such action or proceeding. Design-Builder agrees to keep City informed of all developments in the defense of such actions.

11.1.3 If City is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

11.1.4 Sections 11.1.2 and 11.1.3 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer required by City and not offered or recommended by Design-Builder to City and to which Design-Builder has objected in writing or (ii) arising from modifications to the Work by City or its agents after acceptance of the Work

11.1.5 The obligations set forth in this section 11.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

11.2 General Indemnification.

11.2.1 The Design-Builder hereby agrees to indemnify, defend and hold harmless the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including reasonable Attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the Design-Builder's capacity as a Design-Builder, and caused by any error, omission, or negligent act of the Design-Builder or any person employed by it or anyone for whose acts the Design-Builder is legally liable. In consideration of the award of this Contract, the Design-Builder agrees to waive all rights of subrogation against the City, its officers, agents and employees for losses arising from the Work performed by the Design-Builder for the City.

11.2.2 The Design-Builder agrees to indemnify, defend and save harmless the City of Flagstaff, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work included in the Project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the Work done in fulfillment of the terms of this Agreement or on account of any act, claim or amount arising or recovered under workmen's compensation law or arising out of the failure of the Design-Builder to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Design-Builder will be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies. In consideration of the award of this Agreement, the Design-Builder agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the Work performed by the Design-Builder for the City.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Interpretation and Intent

12.1.1 The Contract Documents form the entire Agreement between City and Design-Builder and by incorporation herein are as fully binding on the parties as it repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1. In the event conflicts occur between the drawings and specifications, the Design-Builder is deemed to have estimated the more expensive method unless he has asked for and receive a written decision from the City determining which method or material will be required.

12.2 Time is of the Essence. City and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.3 Mutual Obligations. City and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.4 Work Product.

12.4.1 All Work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes or CD's, and other related documents which are prepared or procured in the performance of this Agreement (collectively referred to as documents) are to be and remain the property of the City and are to be delivered to the City before the final payment is made to the Design-Builder or pursuant to section 9.2.1. In the event these documents are altered, modified or adapted without the written consent of the Design-Builder or the Subconsultants, which consent the Design-Builder or the Subconsultants shall not unreasonably withhold, the City agrees to hold the Design-Builder and the Subconsultants harmless to the extent permitted by law from any liability arising out of the City's alteration, modification or adaption of the documents.

12.4.2 City acknowledges Design-Builder's plans and specification as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become property of the City upon completion and approval of the Construction Documents and payment in full of all monies then due to Design-Builder for services, or upon termination of this Agreement at an earlier time and upon City payment of any pro rata amount due Design-Builder for Design Services at the time of such termination. Design-Builder shall not use the drawings and specifications, therefore, for any purpose not related to the Project without City's consent. City will not reuse, for matters unrelated to the Work any phase of the Work as set forth in the Scope of Work in Exhibit A and its subsequent usage, or make any modification to the plans and specifications without the prior written authorization of the Design-Builder. City agrees to hold the Design-Builder harmless, to the extent permitted by law, from any liability arising out of the City's modification or alteration of the Construction Documents without the written authorization of Design-Builder. The City specifically reserves the right to use or reuse any design concept, feature, or aspect of the Work incorporated into the plans and specifications in any subsequent City project. The City specifically reserves the right to use or reuse any design concept or aspect of the Work incorporated into the plans and specifications to complete the Project in the event that the City and Design-Builder are unable, after good faith efforts, to execute a GMP. Design-Builder shall incorporate such use rights into any agreement with a Subcontractor or

consultant, and shall indemnify the City from any claims from such for copyright or patent infringement.

12.4.3 With this Agreement, the Design-Builder and its Subconsultants hereby grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the documents, works or Deliverables developed or created as a result of the Project and this Agreement and to which Design-Builder and its Subconsultants may retain rights. This license also includes the making of derivative works. In the event that the derivative works require the City to alter or modify the documents, then the provisions of section 12.4.1 apply.

12.5 Assignment. Design-Builder shall not, without the written consent of the City, assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents. Notwithstanding the City's consent to assignment, Contractor as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms and conditions of the contract.

12.6 Successorship. Design-Builder and City intend that the provisions of the Contract Documents are binding upon the parties and their successors and assigns.

12.7 Third Party Beneficiary. Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the Design-Builder, their successors and assigns, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Design-Builder and not for the benefit of any other party.

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

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

12.10 No Waiver. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.11 Headings. The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.12 Notice.

12.12.1

Many notices or demands required to be given, pursuant to the terms of the Agreement, may be given to the other party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested, at the addresses set forth below ***and*** to legal counsel for the party to whom the notice is being given.

If to City: **If to Contractor**

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

12.12.2 Notices Related to Payment, Securities-In-Lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, or payment bonds shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business Days after the Day mailed by certified mail, to the parties listed in section 8.4 with a copy to:

Patrick Brown, C.P.M.
Senior Procurement Specialist
211 W. Aspen Ave
Flagstaff, AZ. 86001

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

12.13 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.14 Equal Opportunity/Affirmative Action

12.14.1 The Design-Builder shall comply with the provisions of this Agreement, including the requirements of Article 1-150 of the City of Flagstaff Employee Handbook of Regulations pertaining to discrimination and accepting applications or hiring employees. The Design-Builder shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The Design-Builder will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. The Design-Builder further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the Design-Builder.

12.14.2 The City of Flagstaff extends to each individual, firm, vendor, Supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

The following two paragraphs apply to the Design-Builder named herein and shall appear in all contracts between the Design-Builder and any and all Subcontractors who are employed on this Project. The Design-Builder further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.

"Any Party (Subcontractor), in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship."

The Design-Builder further agrees that the above two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.

12.15 Compliance with Federal Laws. Design-Builder understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989 to it. The Design-Builder agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

12.16 Independent Contractor. The Design-Builder is and shall be an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Design-Builder as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the Design-Builder shall follow the wishes of the City as to the results of the Work only.

12.17 City's Right Of Cancellation. All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Flagstaff pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.18 Data Confidentiality

12.18.1 As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Design-Builder in the performance of this Agreement.

12.18.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Design-Builder in connection with the Design-Builder's performance of this Agreement is confidential and proprietary information belonging to the City.

12.18.3 The Design-Builder shall not divulge data to any third party without prior written consent of the City. The Design-Builder shall not use the data for any purposes except to perform the services required under this Agreement. These prohibitions shall not apply to the following data provided the Design-Builder has first given the required notice to the City:

12.18.3.1 Data which was known to the Design-Builder prior to its performance under this Agreement unless such data was acquired in connection with Work performed for the City;

12.18.3.2 Data which was acquired by the Design-Builder in its performance under this Agreement and which was disclosed to the Design-Builder by a third party, who to the best of the Design-Builder's knowledge and belief, had the legal right to make such disclosure and the Design-Builder is not otherwise required to hold such data in confidence; or

12.18.3.3 Data, which is required to be disclosed by virtue of law, regulation, or court order to which the Design-Builder is subject.

12.18.4 In the event the Design-Builder is required or requested to disclose data to a third party, or any other information to which the Design-Builder became privy as a result of any other contract with the

City, the Design-Builder shall first notify the City as set forth in this section of the request or demand for the data. The Design-Builder shall give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

12.18.5 Unless prohibited by law, within ten (10) Days after completion of services for a third party on real or personal property owned or leased by the City, the Design-Builder shall promptly deliver, as set forth in this section, a copy of all data to the City. All data shall continue to be subject to the confidentiality agreements of this Agreement.

12.18.6 The Design-Builder assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the Design-Builder, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm that justifies injunctive relief in court.

12.19 Conflict Of Interest

12.19.1 To evaluate and avoid potential conflicts of interest, the Design-Builder shall provide written notice to the City, as set forth in this section, of any work or services performed by the Design-Builder for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice shall be given seven (7) business Days prior to commencement of the Project by the Design-Builder for a third party, or seven (7) business Days prior to an adverse action as defined below. Written notice and disclosure shall be sent to the City Senior Representative identified in section 8.4.1.1.

12.19.2 Actions that are considered to be adverse to the City under this Agreement include but are not limited to:

12.19.2.1 Using data as defined in this Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City;

12.19.2.2 Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and

12.19.2.3 Using data to produce income for the Design-Builder or its employees independently of performing the services under this Agreement, without the prior written consent of the City.

12.19.3 The Design-Builder represents that except for those persons, entities and projects identified to the City, the services to be performed by the Design-Builder under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

12.19.4 The Design-Builder's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of this Agreement.

12.19.5 This Contract is subject to the conflict of interest provisions of A.R.S. Section 38-511.

12.20 Legal Requirements. Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.21 Confidentiality of Plans and Specifications

12.21.1 Any plans or specifications the Design-Builder generates regarding this Project are for official use only. They may not be shared with others except as required to fulfill the obligations of the Design-Builder's contract with the City.

12.21.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the

Design-Builder shall include the following language: "These plans are official use only and may not be shared with others except as required to fulfill the obligations of the Design-Builder's contract with the City of Flagstaff."

12.22 Hazardous Materials

12.22.1 Unless included in the Work, if the Design-Builder encounters onsite or as material to be incorporated in the Work any material which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by public health laws, it shall immediately stop work and report the condition to the City.

12.22.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, the Design-Builder shall not resume work in the affected area until the material has been abated or rendered harmless. The Design-Builder and the City may agree, in writing, to continue work in non-affected areas onsite.

12.22.3 An extension of Contract Time may be granted in accordance with Article 6.

12.22.4 The Design-Builder will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.22.5 Notwithstanding the preceding provisions of this section 12.22, the City is not responsible for hazardous conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder shall indemnify, defend and hold harmless the City and City's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

12.23 Design-Builder and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, Design-Builder shall take such other measures as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.23.1 Security Inquiries. Design-Builder acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). Design-Builder shall perform all such security inquiries and shall make the results available to City for all employees considered for performing Work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquires are made by City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by Design-Builder for performing Work under this Agreement. Employees rejected by City for performing services under this Agreement may still be engaged by Design-Builder for other Work not involving the City of Flagstaff. An employee rejected for work under this Agreement shall not be proposed to perform Work under other City contracts or engagements without City 's prior approval.

12.23.2 Criteria for Evaluating Security Inquiries. Once formally adopted by City, criteria for excluding an individual from performing Work under this Agreement shall be communicated by City to Design-Builder and used by Design-Builder as a factor in making its decision. Prior to such adoption, Design-Builder shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with Work performed under this Agreement, specific local concerns that deal with the specific Work and Work location(s) of the project, and standards used by City in evaluating its own personnel.

12.23.3 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the right to: (i) have an employee/prospective employee of Design-Builder be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice

information pursuant to A.R.S. § 41-1750(G)(4); (ii) act on newly acquired information whether or not such information should have been previously discovered; (iii) unilaterally change its standards and criteria relative to the acceptability of Design-Builder 's employees and/or prospective employees; and, (iv) object, at any time and for any reason, to an employee of Design-Builder performing Work (including supervision and oversight) under this Agreement.

12.23.4 Terms of This Provision Applicable to all of Design-Builder 's Contracts and Subcontracts. Design-Builder shall include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for Work performed under this Agreement, including supervision and oversight.

12.23.5 Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Agreement, as set forth above, are material to City 's entry into this Agreement and any breach thereof by Design-Builder may, at City 's option, sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject Design-Builder to liability for its breach of contract.

12.24 Computer Systems. Design-Builder shall warrant fault free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of contract.

12.25 Traffic Control. Design-Builder will comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.26 Covenant Against Contingent Fees. The Design-Builder warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Flagstaff has any interest, financially, or otherwise, in the Design-Builder's firm, or the firms of Design-Builder's Design Consultant, or Design-Builders other consultants or Subcontractors. For breach or violation of this warrant, the City of Flagstaff shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.27 Fair Treatment of Workers. The Design-Builder shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any way affects the conduct of Work. The Design-Builder shall at all times observe and comply with all such laws, ordinances, regulations, codes. orders and decrees; this includes but is not limited to laws and regulations ensuring fair and equal treatment for all employees against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The Design-Builder shall protect, defend and indemnify the City and its representatives against any claim or liability arising from or based on the violation of such, whether by itself or its employees.

12.28 All Work performed shall conform to all applicable City of Flagstaff codes, ordinances and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in Exhibit "A", the provisions in this Agreement shall prevail.

12.29 The following exhibits are included in this Agreement:

Exhibit A – Scope of Service & Design GMP
Exhibit B – Monthly Anticipated Adverse Weather Days

12.30 Compliance with Federal Immigration Laws and Regulations. Proposer warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Proposer acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a

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

CORE SERVICES MAINTENANCE FACILTY
DESIGN-BUILD CONTRACT
PROJECT NO. 01-10002

CONTRACT NO. 2016-21

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

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

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

CITY OF FLAGSTAFF, ARIZONA,
an Arizona Municipal Corporation

By: _____
Josh Copley, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CORE CONSTRUCTION, INC
a (*state name*) Corporation

By:_____

Title: _____

EXHIBIT A – SCOPE OF SERVICES & DESIGN GMP

ATTACHED

EXHIBIT B – MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

The Contractor will be entitled to a Contract Time extension if the actual adverse weather Days experienced during the Work exceed the anticipated adverse weather Days shown in Table 108.7. Table 108.7 as follows is the monthly schedule of adverse weather Days that shall be anticipated by the Contractor in scheduling the Work:

TABLE 108.7 – MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

MONTH	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	**7 days**	**7 days**	**8 days**	**6 days**	**4 days**	**3 days**
AVERAGE MONTHLY PRECIPITATION	1.98”	1.96”	2.05”	1.84”	0.68”	0.51”
MONTHLY DAILY HIGH TEMPERATURE ≤32º F	5 days	3 days	2 days	0 days	0 days	0 days
MONTH	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	**12 day**	**11 days**	**7 days**	**5 days**	**5 days**	**6 days**
AVERAGE MONTHLY PRECIPITATION	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”
MONTHLY DAILY HIGH TEMPERATURE ≤ 32º F	0 days	0 days	0 days	0 days	1 day	5 days

The above schedule of anticipated adverse weather days establishes the base line for the project’s monthly weather impacts, based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 inch and daily high temperatures below 32º Fahrenheit.

CORE CONSTRUCTION

Relationships. Solutions. Value. ...Since 1937.

March 15, 2016

Mr. Adam Miele, PE
Senior Project Manager – Public Works
City of Flagstaff
Public Works
211 West Aspen
Flagstaff, AZ 86001

Re: Preconstruction Services Fee Proposal
RSOQ #2016-21 Core Services Maintenance Facility Project

Dear Adam,

The CORE|LOVEN|APMI Team is truly appreciative for this opportunity to serve the City of Flagstaff. We are honored bv the trust you have placed in our team and we are fully committed to successfully delivering a new Core Services Maintenance Facility that will serve the staff of the City of Flagstaff for decades to come.

Attached you will find a detailed list of scope and cost breakdown for each discipline associated with turn-key design phase services.

- Preconstruction Services $ 173,809
- Full architectural & engineering services $1,782,480
- Design phase reimbursable $ 66,821
- LEED Certification, Design & Project Commissioning $ 150,965
- Geotechnical Studies and Flow Tests $ 35,585

The attached proposals include detailed clarifications, exclusions, cost breakdowns and options for additional services to further assist in your review.

Thank you again for your trust and we look forward to serving you.

Sincerely,

Todd Steffen
Director of Preconstruction Services
CORE Construction

cc: APMI, Loven Contracting

Project Defining Elements

This proposal is based upon the following project defining elements:

1. Initial Request for Qualifications
2. Initial site plan AS1.0 dated July 2015 by JWA and SWI as approved by the City of Flagstaff. This plan includes project defining elements for the site and buildings that is the basis for this proposal.
3. Kick-off meeting with the City on 2/23/16.
4. Total Design and Construction Budget of $21,000,000.00
5. The duration of the preconstruction/design phase is scheduled to last approximately 7 months.
6. The project site development will be approximately 22 acres of the overall 45 acre site.
7. Development of the off-site acceleration/deceleration lanes will be included.
8. The project is currently in the programming phase. It is understood that this is an approved site plan and that minor modifications may be required. Significant changes requiring re-approval of the site plan may result in additional design fees.
9. The development of the Guaranteed Maximum Price will be in two phases. The first phase will include off-site work, on-site rough grading and utilities. The second phase will include final grading and the building package.
10. Initial Project Schedule assumptions:

a)	Cursory City of Flagstaff Permit Review	06/01/16
b)	100% off-site, on-site rough grade & utilities design complete	07/01
c)	60% finish site, hardscape, building package	07/01
d)	GMP #1 (including SWPP) & 60% DD Estimate development	07/02 – 08/01
e)	ADOT Approval (4wks)	07/02 – 08/01
f)	ADEQ Approval (6wks)	07/02 – 09/15
g)	100% site & building package	07/30
h)	City Council approval of GMP #1	08/23
i)	GMP #1 Construction	09/15 – 11/01
j)	GMP #2 Development	07/30 – 08/30
k)	City Council approval of GMP #2	09/26
l)	COF building permits & other jurisdictional approvals	08/01 – 11/01
m)	GMP #2 Construction	11/02 – 07/01/17

General Exclusions

1. Design services that would be required to manage, coordinate and prepare separate design packages to facilitate a multi-phased or fast track construction process, except as may be identified in the scope of services or by a separate fee in the fee proposal section.

2. Work outside of the immediate site area, except for that which may be required to support grading/drainage design and utility connections.
3. Design and specification of "special systems", i.e., telecommunications, security, data, etc. An empty conduit raceway system will be provided based on equipment supplier's layouts provided by Client's Vendor.
4. Permitting and plan review fees to the City of Flagstaff or to local utility companies. It is understood that the City will pay these fees directly.
5. Construction and materials testing will be included in the GMP, unless otherwise noted.
6. Special inspection services, including special structural, architectural and electrical inspections will be included in the GMP, unless otherwise noted.
7. Archeological monitoring. Per Karl Eberhard, City of Flagstaff Historic Preservation Officer, this is not required.
8. Coordination or submittals to the following agencies are not included: Coconino County, Army Corps of Engineers, Arizona Department of Water Resources and the Arizona Corporation Commission.
9. Design of the extension of reclaimed water to serve the site is not included.
10. Water storage and pumping system and/or well development design is not included.
11. Design of off-site infrastructure is excluded, excepting the ADOT pavement widening and edge improvements for the new turn lanes as shown on the approved site plan.
12. REVIT or 3D drawing for construction documents. CORE will be providing 3D modeling for in-house bid clarification, constructability and clash detection only.

-End Project Defining Elements-

CORE|Loven Preconstruction Services Proposal

Below, you will find a outline of the basic scope of services provided at each phase.

1. Programming Phase

During this phase APMI will be holding sessions with the different Services to confirm findings provided in the space and program needs assessment. This phase will not produce any drawings. The goal of this phase is to confirm the overall building square footages as well as the desired square footage for each of the specific program spaces within each building, and to confirm paving/parking sizes.

a. *CORE|LOVEN's Role during the Programming Phase*

To listen for the Client's Big Picture Outcome Desires, develop a list of the unique features of work, provide programming estimates.

b. *Basic Scope of Services required to fulfill this role:*

i. Provide a conceptual cost model study as a deliverable to the City.
This study is developed as the structure for all cost models throughout preconstruction as a way to categorize the components of the project into manageable line items.
This study breaks the project into 10 different groups. These ten different groups are: Off-Site Group, On-Site Rough Group, On-Site Finish Group, Structural Group, Enclosure Group, Finishes Group, Specialties Group, Equipment Group, Building Systems Group and Special Systems Group.

ii. Provide a list of Client Big Picture Outcome Desires
By listening to the client during the programming phase we can begin to understand what the City and End Users truly want from this facility. Examples of big picture items may include intentional involvement of local subcontractors, tying the project back to local history, or coordination with projects on adjacent properties. CORE|LOVEN will intentionally use this information to better inform these early cost estimates.

iii. Identify Unique Features of Work
Unique features of work involve specific details that make the project unique or can be identified as a potential risk. These details may include specific site logistic issues, site coordination challenges, or specific unique materials that the design team is considering. The purposeful identification of these unique features will assist in keeping the team focused on the most important aspects of the project.

2. Schematic Phase

At this phase the design team will begin to put form to the function that was identified during programming. By the end of schematic design the building size, footprint and site layout will be finalized. The entire team will begin to see the building take shape, textures and materials will begin to be considered. During this phase we will want to determine the buildings structure, skin and systems.

a. *CORE|LOVEN's Role during the schematic phase*
   To create a detailed flexible cost model on all buildings and site based upon the schematic documents that account for quantity, quality, intent, big picture outcomes and unique features of work. CORE|LOVEN will assist in determining structure, skin and systems.
b. *Basic Scope of Services required to fulfill this role*
   i. Detailed Quantity Take-off & Estimate
      CORE|LOVEN will utilize On-Screen Take-off software to provide a detailed quantity estimate that is graphically represented. This take-off will identify scope and quantities by being directly overlaid onto the schematic documents.
   ii. Estimate Summary "the Backsheet"
      The backsheet is essentially the summary of the detailed estimate. It will be summarized the same way at each phase so the team will clearly see the cost variance between line items. It will be organized based upon the "ten groups" study delivered at programming.
   iii. Basis of Estimate
      This document will provide any further clarification to our assumptions.
   iv. Options Studies
      Provide appropriate options analysis on the buildings structure, skin and systems as well as on other unique features of work if necessary. These options studies will not look at cost impacts alone, but safety, QA/QC, logistics, constructability and schedule impacts as well.
   v. Big Picture Outcome Desires (BPO's) Update
      CORE|LOVEN will revisit the BPO's to make sure the team remains focused on achieving each one.
   vi. Update the list of Unique Features of Work (UFW)
      The unique features of work may evolve as design progresses. CORE|LOVEN will maintain this list at each phase.
   vii. Constructability Review
      This deliverable will be the result of the team study of the unique features of work. This study will analyze each UFW for:
      1. How does it impact the milestone schedule?
      2. Should the team involve a subcontractor for additional feedback?
      3. What safety considerations should be made?

4. Are there any site logistics issues?
5. How should it be detailed on the documents?
6. What are the QA/QC considerations?
7. Are there options to consider?

viii. Updated Preconstruction and Construction Schedule
This will be developed from the detailed quantity estimate.

ix. Development of initial prequalified subcontractor list
This will include at a minimum of three bidders per trade; major trades of construction will be sought with a minimum of 5 bidders per trade.
Subcontractor input at this stage will be focused on unit cost and constructability.

3. Design Development Phase

At this point the building's size, structure, skin and systems have been determined. The goal at design development will be for the team to begin to focus in on determining finishes and details as well as site layout and function. The project specifications will begin to be developed.

a. CORE|LOVEN's Role during the design development phase
To provide detailed estimate information on the project based upon subcontractor feedback and quantity take-off. CORE|LOVEN will also provide options analysis on finishes for all the buildings and site.

b. Basic Scope of Services required to fulfill this role

i. Detailed Quantity Take-off & Estimate
CORE|LOVEN will make changes to the cost model to reflect the design development documents.

ii. Estimate Summary "the Backsheet"
The backsheet will be updated to reflect design evolution. CORE|LOVEN will provide a variance report with each estimate.

iii. Basis of Estimate
This document will evolve with the documents and estimate to clarify further and info design as it moves forward.

iv. Options Studies
Provide appropriate options analysis on the building and site finishes.

v. Big Picture Outcome Desires (BPO's) Update
CORE|LOVEN will revisit the BPO's to make sure the team remains focused on achieving each one.

vi. Update the list of Unique Features of Work (UFW)

vii. Constructability Review
Updated information based upon newly identified UFWs:

viii. Updated Preconstruction and Construction Schedule

ix. Prequalified Subcontractor List

CORE|LOVEN will provide a specific list of subcontractors to actually bid the design development documents.

x. Initial Site Lay-Down and Logistics Plan
This will be the first draft submitted to the team for review. It will indicate site access, site control, material lay-down, and trailer location.

4. Construction Documents Phase

During this phase the team will work to finalize all details, finish schedules, site details and project specifications in preparation for submission to local jurisdictions for permitting.

a. CORE|LOVEN's Role during the construction document phase
To review the documents as they evolve for constructability and coordination. Provide cost feedback on details such as City review comments and minor building code requirements. During this phase CORE|LOVEN will provide the Guaranteed Maximum Price.

b. Basic Scope of Services required to fulfill this role

i. Estimate Summary "the Backsheet" for each GMP
This estimate summary will look just as it did at all other phases. It will be supported by competitive bids from prequalified subcontractors.

ii. Basis of Estimate
This will be the clarification to each GMP. It will define any and all contingencies, allowances, proprietary specifications and/or venders, and anything else that serves to clarify the basis of our estimate.

iii. Big Picture Outcome Desires Update
CORE|LOVEN will provide an audit of the stated BPOs to ensure they have been achieved.

iv. Updated Unique Features of Work

v. Constructability Review
This will be an updated look at the analysis done in previous phases as well as a look at the newest UFW.

vi. Updated Detailed Construction Schedule
This will include all predecessors and successors and all required relationships.

vii. Finalized List of Prequalified Subcontractors to Bid
CORE|LOVEN will look for input from the entire team on the final list of invited subcontractors. This will include at a minimum of three bidders per trade; major trades of construction will be sought with a minimum of 5 bidders per trade.

viii. Final Site Logistics Plan
As all other details are finalized CORE|LOVEN will have the information necessary to submit the site logistics and lay-down plan for approval.

ix. Site Specific Safety Plan

CORE|LOVEN will submit for approval a safety plan that will reflect actual site conditions for the Multigenerational Site.

x. Pre-preparatory QA/QC Plan
This will summarize the findings of the UFW analysis done in previous phases.

5. General Comments
   a. Phased GMP
      i. We are currently proposing a phased GMP. This phasing does not have an impact on the preconstruction fee proposal nor does it necessarily change the deliverables at each phase.
      ii. Phase 1 GMP will include off-site grading, on-site rough grading and utilities
      iii. Phase 2 GMP will include the balance of the project.
   b. Building Information Modeling
      i. CORE|LOVEN create a 3D model to look for clashes, provide clarification to subcontractors for bidding, and to partner with the project team.
   c. Meeting Attendance
      i. CORE|LOVEN will be present at all schematic, design development and construction documents meetings. CORE|LOVEN will attend programming meetings as necessary.

6. Fee Proposal for Basic Scope of Work

Based upon the aforementioned basic scope of services CORE|LOVEN proposes the follow:

Projection of Preconstruction Manpower Breakdown

	% of total precon fee	Total	
Programming Development	5%	$8,369	
Schematic Design	25%	$41,847	
Design Development	35%	$58,586	
Construction Documents	35%	$58,586	
	100%		$167,388
Reimbursable Expenses			
Digital Plan Room		$4,100	
Potholing		$2,000	
5% Fee		$321	
Total Reimbursable Expenses			$6,421
Total Pre-Construction Services			**$173,809**

7. Additional Services

Upon request CORE|LOVEN will provide additional services fee for:

1. Preconstruction Services for Furniture, Fixtures and Equipment
    a. CORE|LOVEN excludes consideration for the development, scoping and bidding of the Furniture, Fixtures and Equipment package.

8. Hourly Rates

	Standard Rate	Overtime Rate
Pre-Construction:		
Director of Preconstruction	110	-
Preconstruction Manager	92	-
Preconstruction Coordinator	60	-
Project Management:		
Project Director	110	-
Sr. Project Manager	105	-
Project Manager	92	-
Asst. Project Manager	72	-
Scheduler	88	-
Construction Coordinator	60	-
Project Accountant	60	-
Contracts Administrator	60	-
Information Systems Technician	63	-
Intern	22	33
Field Operations:		
Director of Field Operations	120	-
Sr. Superintendent	105	-
Superintendent	92	-
Asst. Superintendent	82	-
Safety Director	80	-
Carpenters	60	90
Water Truck Driver	60	90
Painters	60	90
Laborers	50	75

-End Preconstruction Services Proposal-

PROPOSAL / BID RESPONSE

Design Builder A/E SERVICES

FOR

Core Services Maintenance Facility Project

Submittal Date: 15 March 2016

APMI, Inc.
8300 North Hayden Road
Suite A209
Scottsdale, Arizona 85258
p: 480.998.0709
f: 480.998.7958
e: apmi@apmi.com

ARCHITECTURE PLANNING INTERIORS

APMI, Inc.
8300 North Hayden Road
Suite A-209
Scottsdale. Arizona 85258

Tel: 480.998.0709
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Email: apmi@apmi.com

15 March 2016

CORE Construction
3036 East Greenway Road
Phoenix, Arizona 85032

Attn: Jim Jacobs
CEO

Re: A/E Services Proposal
Core Services Maintenance Facility
Flagstaff, Arizona

Dear Mr. Jacobs:

APMI, Inc. is pleased to have this opportunity to team with the Design-Builder and submit the following proposal for Architectural and Engineering Services to develop the design of the Core Services Maintenance Facility. This proposal is being submitted in accordance with documents provided to APMI by the City of Flagstaff outlining the project scope. This proposal is also based on meetings and email exchanges between City Staff and APMI.

This proposal will act as the basis of our proposed scope of services with the following clarifications, exclusions and assumptions. This proposal shall govern should there be any modifications of or discrepancies between the proposal and the attached documents.

Clarifications to the City Design-Build Contract:

1. Section 2.3.2 makes the Design-Builder responsible for the completeness and accuracy of the plans and for all "errors, omissions and negligent acts" associated with the plans. This makes the Design-Builder responsible for errors and omission in the plans that do not involve any degree of fault, and which do not violate the normal standard of care.
    a. APMI limits our responsibility to "negligent acts, errors and omissions" concerning the completeness and accuracy of our plans. This requires negligence and is consistent with the normal standard of care.
2. Section 3.2 concerning documents and materials furnished to the design-builder by the City:
    a. APMI proposes that the Design-Builder shall be entitled to rely upon the accuracy of any agreements, documents or approvals provided by the City, provided, however, that Design-builder shall promptly notify the City of any inaccuracies therein actually discovered by Design-Builder or that are actually brought to Design-Builder's attention by others.
3. Section 7.3.1, the statutory reference should be corrected to A.R.S. 34-609. This is the correct statute for design-build delivery.

Contract Clarifications with CORE for Architectural & Engineering Services:

1. It is understood that Adam Siros from APMI will be listed as the "Design-Builder Representative" in the design-build services contract between Core and the City of Flagstaff.
    a. Section 2.1.4 of the City Design-Build Contract, provides that the Design-Builder's Representative

shall be vested with authority to act on behalf of the Design-Builder. APMI's contract with CORE, therefore, must actually vest APMI with the authority to act on CORE's behalf in the capacity of Design-Builder's Representative with the City.

b. Section 2.13.5 in the contract with the City states that the Design-Builder's Representative must be authorized to execute and sign documents on behalf of CORE. This must be included in APMI's contract with CORE. It has been recommended by our legal counsel that this be evidenced by a separate corporate resolution from CORE's Board of Directors.

2. Section 2.1.2 of the City Design-Build Contract, requires the City's approval in the event that CORE decides to replace Adam Siros as Design-Build Representative. APMI's agreement with CORE needs to address the circumstances in which Adam Siros can be replaced as Design-Build Representative.
3. Article 10 of Section 7.4 of the City Design-Build Contract, contains the provisions for Insurance and Bonds. It is understood that bonding requirements will not be passed through APMI and that our insurance is limited to professional liability, automobile liability and worker's comp with respect to our employees. It is assumed that APMI will not be responsible for the required CGL or builder's risk coverage.
4. Article 11 of Section 7.4 of the City Design-Build Contract, contains the indemnity provisions.
   a. APMI proposes that our contract with CORE not include a duty to defend in our indemnity provisions because the defense obligation is not covered by professional liability insurance (it includes the duty to defend APMI, but not third parties). APMI's indemnity obligation is limited in that we would indemnify CORE and the Design-Builder only to the extent of APMI's negligence.

Project Scope (Listed by Discipline):

General:

1. It is understood that the project will consist of developing an existing 45 acre site for City of Flagstaff's Public Works Department. The total site improvement area will include approximately 22 acres. The site will house (6) new buildings and (1) new fuel canopy. Two of the buildings are anticipated to be constructed conventionally (masonry or steel frame) and the remaining four buildings and fuel canopy are anticipated to be of pre-engineered metal building construction. Project design shall be based on the latest site plan dated July 2015 as prepared by SWI and JWA. The total design and construction budget is approximately $21 million dollars.
2. It is understood that the site plan and elevations provided to the APMI team have received concept approval through the City of Flagstaff planning department.
3. Project will incorporate LEED Silver Certification requirements. Services for LEED shall include but not be limited to energy modeling and documentation submittal.
4. It understood that the project design will be delivered in two phases. An offsite and an onsite package will be prepared. The offsite package will include all work in the ADOT right-of-way, the circular drive entrance to the site, rough grading, and utilities. The onsite package will include all remaining work onsite. A proposed milestone design schedule is as follows:

Project Schedule		
Task	Completion	Completion
	"Off-site" Package	"On-site" Package
Start of Design	April 15th, 2016	April 15th, 2016
Schematic Design (30%)	May 6th, 2016	May 27th, 2016
Design Development (60%)	June 1st, 2016	July 1st, 2016
Final Dwgs/Permit/Bidding	July 1st, 2016	July 30h, 2016
Construction Administration	June, 2017	June, 2017

Architecture:

APMI Inc. will provide Architectural design and project management services for the Core Services Maintenance Facility for the City of Flagstaff. This includes the architectural design, construction administration and project management services required for the proposed improvements shown in the approved concept documents provided by the City. It is understood that Adam Siros with APMI will be named as the "Design-Builder Representative" and as such project management time has been included to perform the required tasks of the design-builder representative. APMI's scope of work is as follows:

1. **Task 1 – Field Investigations:** Using the City of Flagstaff survey data, APMI will visit the site to confirm that the as-built documentation provided is accurate and can be used as a basis for the initial programming and design of the site. Preliminary site and building backgrounds will be prepared for distribution to the project team.
2. **Task 2 – Programming:** APMI will work with the City to confirm the existing program prepared by the previous team. This will include:
    i. Review all available material to familiarize ourselves with the previously completed work effort and the background data used to develop that work.
    ii. Interview key staff to determine functional requirements and operational characteristics of the operation in order to confirm the previously developed space program for all operational and maintenance spaces including the administration building. This effort will allow APMI to confirm if the existing program is valid or requires any updating.
    iii. Review fleet size, mix, and projected growth.
    iv. Review current and projected space requirements.
    v. Program Space Plan: The previously developed space plans will be confirmed and/or adjusted as necessary to reflect the discussions held during the interviews.
3. **Task 3 – Schematic Design:** Based on the outcome of the data obtained during programming, APMI will guide the Team through schematic design. During the schematic design phase we will:
    i. Review and refine site layouts based on circulation patterns for vehicles. This will include review of site area relationships. The site plan will be adjusted as needed to accommodate the City's needs and desires.
    ii. Depending on the final configuration of the site, an administrative site plan amendment may be required to ensure that the final approved site plan matches the site plan being designed by the team. The effort required for minor site plan amendment is included.
    iii. APMI will also review and refine building floor plans and layouts.
    iv. Building elevations will be developed based on the approved concept plan. Minor adjustments to the elevations are anticipated based on program development however major revisions to massing are excluded.
    v. Preliminary equipment and infrastructure layouts will be prepared.
    vi. APMI will work with the design-builder to ensure that the proposed scope will not exceed the preliminary GMP costs established.
4. **Task 4 – Design Development:** During the design development phase, APMI will continue to refine the drawings adding additional detail needed to further define the project scope.
    i. APMI will work with the design-builder to develop an approach for constructability and prepare preliminary detailing for the project.
    ii. APMI will prepare preliminary specifications for the project.
    iii. Spatial needs for equipment and functional work flow will be refined. APMI will coordinate with MFC and the Team to develop requirements specific to equipment.
    iv. APMI will work with the design-builder to ensure that the proposed scope will not exceed the preliminary GMP costs established.

5. **Task 5 – Construction Documents:** During construction document phase, APMI will continue to refine the drawings adding additional detail needed to finalize the project scope.
    i. APMI will develop complete construction documents, including all plans and specifications for the project based on the direction determined during previous task efforts.
    ii. APMI will coordinate with the pre-engineered metal building designer to finalize anchor bolt and base plate reactions.
    iii. APMI will work with the design-builder to ensure that the final scope does not exceed the GMP costs established.
6. **Task 6 – Approvals / Permitting:** APMI will submit all required plans to obtain permits through City of Flagstaff Building and Engineering departments. Fire Sprinkler plans will be prepared by the Fire Protection sub-contractor and will be dealt with as a deferred submittal. APMI will address all City comments and resubmit plans as required to obtain a building permit. Plan review fees are not included in our proposal.
7. **Task 7 – Bidding / Contract Award:** Since this project is being delivered through a design-build delivery method it is anticipated that APMI's involvement in this effort will be minimal. APMI will assist CORE in responding to bid questions and RFI's as needed. APMI will prepare any required addenda to the construction documents.
8. **Task 8 – Construction Office:** The construction phase shall include the office support that will be required to review all Contractor Submittals, respond to contractor questions and respond to RFI's.
9. **Task 9 – Construction Field:** APMI has assumed a construction duration through June 30th, 2017. Weekly construction progress meetings are anticipated. A total of (50) fifty meetings for progress/site visits during construction have been included in this scope. Site visits have been allocated according to the quantity outlined above. If either fewer or additional site visits are required by the project, the fee will be adjusted accordingly.
10. **Task 10 – LEED Documentation / Compliance / Commissioning:** APMI will coordinate the overall LEED Certification effort and act as the LEED project administrator. APMI will coordinate all design team members and prepare the required documents for the design portion of the USGBC submittal to LEED Online. APMI will require that CORE assign a LEED coordinator to prepare all documentation for the construction related credits and provide them to APMI for review prior to CORE's upload to LEED Online. APMI will also participate in the commissioning effort and assist the team in ensuring that all systems are functioning as designed.
11. **Task 11 – Cost Estimating:** The project is being delivered under a design-build contract and CORE will be responsible for providing estimates during design. We will support this effort by summarizing quantities.
12. **Task 12 – Record Drawings:** APMI will prepare record drawings based on redlines provided by the contractor. APMI will provide one (1) hard copy set of Record Drawings. APMI will also provide an electronic set of drawings on CD in CAD and in PDF format. A complete digital copy of all submittals will also be provided at closeout.
13. **Task 13 – Project Closeout:** The project is being delivered under a design-build contract and CORE will be responsible for providing project closeout.

Landscape Architecture:

WLB will provide Landscape Architecture design services for the Core Services Maintenance Facility for the City of Flagstaff. Their scope is based on the approved concept plan and includes all landscaping services required to obtain permits in the City of Flagstaff. WLB's complete proposal is attached for reference.

Civil Engineering:

Peak Engineering will provide Civil Engineering design services for the Core Services Maintenance Facility for the City of Flagstaff. Civil engineering work includes grading, drainage, paving and utility design for the proposed Core Maintenance Facility located on the north side of Route 66, west of Woody Mountain Road.

Water system design includes a new looped main with fire and domestic water service to serve the new facilities. Sewer system design includes a new collection system that will extend to a new sewer main in the Clay Avenue Detention Basin (this portion designed by others). Water and sewer design includes a system analysis, engineer's design report and submittal to ADEQ.

Grading and drainage design includes a stormwater collection system. Attenuation is to be provided by a new retention basin in the Clay Avenue Detention Basin. The proposed improvements encroach into the flood limits of the Clay Avenue Detention Basin. To mitigate the encroachment, material will be excavated from the detention basin to balance the displaced volume. To protect the facilities, the finished floors are to be a minimum of one foot above the flood elevation. We have partnered with JE Fuller to provide the drainage design for the Clay Avenue Detention Basin and erosion control plan / SWPPP.

Paving and hardscape design includes on-site improvements such as circulation drives, the entrance drive and circle, sidewalks, ADA parking and path of travel, parking lots, curb and gutter and a trail connection. Off-site improvements include pavement widening on Route 66 for turn lanes and the addition of curb and gutter along the property frontage.

At this time, PEAK has separated supplemental surveying and construction surveying for preparation of record drawings as an additional service. This is further clarified in Peak Engineering's complete proposal which is attached for reference.

Structural Engineering:

Hubbard-Merrell Engineering (HME) will provide Structural engineering design services for the Core Services Maintenance Facility for the City of Flagstaff. This includes all required calculations, for (6) new buildings and (1) new fuel canopy. Two of the buildings are anticipated to be constructed conventionally (masonry or steel frame) and the remaining four buildings and fuel canopy are anticipated to be constructed with pre-engineered metal buildings (PEMB).

a. For the PEMB, HME will use the sealed drawings from the pre-manufactured building designer with the final building column reactions in order to design the foundations. Foundations are assumed to be conventional spread footing foundations per the soils report, and the floor is assumed to be concrete slab on grade construction.
b. Structural building design will be provided for the new Administration Building and the Wash Building. The structures will likely consist of: prefabricated steel roof joists on steel beams; steel frame columns, steel stud walls or masonry walls with a concrete slab-on-grade; and conventional spread footings. Prefabricated steel roof joists designs and layouts shall be provided by the joist supplier(s).
c. Structural design includes new independent, freestanding crane rails in various buildings. The crane beam and rails will be steel construction with steel columns (moment frames or cantilever columns) and conventional spread footing foundations per the soils report. Structural design also includes stairs to miscellaneous mezzanines provided by the PEMB supplier. Various site walls and site features (signs, light pole foundations, etc.) are also included.

HME's complete proposal is attached for reference.

Mechanical/Plumbing/Electrical/Fire Protection Engineering:

Taylor-Rymar Corporation (TRC) will provide Mechanical, Plumbing, Electrical and preliminary Fire Protection engineering design services for the Core Services Maintenance Facility for the City of Flagstaff. The project scope includes:

a. **Electrical:** Design and Drafting of Electrical Construction Drawings. Drawings shall include: Single Line Diagram(s), Panel Schedules, Power and Lighting Floor Plans, and Load Calculations. Design emergency generator. Design and Drafting of fire alarm device locations and typical fire alarm riser diagram. Perform Short Circuit Study. Design conduits, back-boxes, and power connections for data, voice, video, or other Owner provided special systems. Provide utility company coordination for new electrical service to the site. Provide point x point lighting calculations for site lighting. Submission of documentation to LEED® On-line.
b. **Mechanical:** Design and Drafting of Mechanical Construction Drawings. Drawings shall include: HVAC Floor Plans, Details, and Schedules. Perform building heating, ventilation and air conditioning load calculations which includes energy modeling for LEED Submittal. Provide design/layout drawings for the installation of HVAC equipment, ductwork and air devices. Submission of documentation to LEED® On-line.
c. **Plumbing:** Design and Drafting of Plumbing Construction Drawings. Drawings shall include: Plumbing Floor Plans, Isometrics, Details, Schedules, and fixture Load Calculations. Provide design/layout drawings for the installation of new plumbing fixtures and piping. Note: all potable and sanitary water piping will be terminated 5'-0" beyond building. Perform separate supply water pressure calculations, sanitary waste and vent calculation for new plumbing fixture installations. Perform natural gas calculations, and provide design/layout drawings for gas piping to HVAC equipment and hot water heaters. Provide water and waste piping isometrics on drawings. Provide layout for drain piping from new HVAC units. Provide design/layout of building roof and overflow drain piping to retention area as indicated by architectural construction documents. Submission of documentation to LEED® On-line.
d. **Fire Protection:** Fire protection design is not included in TRC's scope. This will be handled by the fire protection subcontractor.

TRC's complete proposal is attached for reference.

Maintenance Equipment Consulting Services:

Maintenance Facility Consultants (MFC), a division of WRA, will provide maintenance equipment consulting services for the Core Services Maintenance Facility for the City of Flagstaff. Their scope includes all consulting services required to program, plan and assist the design team to achieve proper circulation patterns and workflow. MFC's complete proposal is attached for reference.

Geotechnical/Soils Investigation Services:

1. Speedie and Associates will provide Geotechnical Investigation for the Core Services Maintenance Facility for the City of Flagstaff. The project scope includes:
    a. Speedie will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. To help provide additional information regarding the depth of rock and excavation conditions across the site and within utility right-of-ways, we propose to supplement the borings with the addition of test pits excavated with a rubber-tired

backhoe. Access to the site by conventional truck- mounted drilling equipment is assumed to be free and unencumbered. We presently anticipate performing the following:

i. Drilling a total of 10 structural borings at the pre-engineered structures to depths of 10 to 15 feet below existing ground surface, or refusal, whichever comes first.
ii. Drilling a total of 2 structural borings at the wash facility to depths of 10 to 15 feet below existing ground surface, or refusal, whichever comes first.
iii. Drilling a total of 4 structural borings at the administration building to depths of 15 to 20 feet below existing ground surface, or refusal, whichever comes first.
iv. Drilling a total of 10 shallow borings for pavement design parameters to depths of 3 to 5 feet below existing ground surface, or refusal, whichever comes first.
v. Excavating 8 test pits along utility corridors to depths of 10 feet below existing ground surface, or refusal, whichever comes first.
vi. Coring the pavement along Business 40 in 3 locations to determine pavement and base course thicknesses.
vii. Perform shallow percolation testing in four locations, during the test pit phase of the investigation, to provide design information for low impact development (LID) basins.
viii. If underground storage tanks will be utilized, perform rock coring at the fueling station to a depth of 15 feet below existing ground surface. An add alternate cost has been provided for this effort.

b. We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:
   i. Design data, allowable bearing pressure and depth, for shallow spread footings.
   ii. Alternate foundation systems and data design, if indicated by soil conditions.
   iii. Settlement estimated for each foundation system considered.
   iv. Lateral pressures on temporary and permanent retaining and foundation walls.
   v. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
   vi. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
   vii. Pavement design to provide economy and adequate service.
   viii. Suitability of the site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation, and construction of engineered fill.
   ix. Local excavation and trenching conditions and stability considerations.
   x. Slope requirements for cut and fill stability, both temporary and permanent.
   xi. Suitability of subsoils to permit dissipation of storm water.
   xii. Potential corrosiveness of subsoil materials and procedures to minimize the effects thereof.
   xiii. Discussions of any unusual design or construction consideration which may be indicated by site conditions encountered.

Speedies's complete proposal is attached for reference.

LEED Documentation/Certification/Commissioning Services:

1. APMI, Taylor-Rymar Corporation (TRC), WLB and Peak Engineering will provide LEED Documentation and Certification services for the Core Services Maintenance Facility project. LEED Commissioning services will be provided by TRC. This includes achieving a minimum certification level of Silver. The LEED project scope is further clarified as follows:
   a. APMI's proposal is based on preparing the LEED submittal for the entire site as a single LEED

project. APMI will be submitting this under the BD+C guidelines.
   b. APMI, TRC, WLB and Peak will develop, document and submit all required documentation to LEED® On-line.
   c. LEED Fees are based on the USGBC fee schedule as of the date of this proposal. If USGBC registration and certification fees increase or decrease, the fee structure will need to be adjusted.
2. Energy modeling to comply with LEED requirements will be included.
3. APMI, Taylor-Rymar Corporation (TRC), WLB and Peak Engineering will provide the required periodic onsite observations to LEED compliance during construction.
4. Provide pre-functional check lists for commissioned systems.
5. Prepare documentation and conduct Functional Testing of systems to be commissioned.
6. Attend final Cx meeting/Project Closeout
7. Prepare Final Commissioning Report.
8. Submission of documentation to LEED® On-line.

PROJECT EXCLUSIONS:

All of the following exclusions can be provided by the APMI Team should they become necessary or should CORE or The City of Flagstaff desire them. These services would be individually negotiated, based on the scope of services desired.

1. Design services that would be required to manage, coordinate and prepare separate design packages to facilitate a multi-phased or fast track construction process, except as may be identified in the scope of services or by a separate fee in the fee proposal section.
2. Work outside of the immediate site area, except for that which may be required to support grading/drainage design and utility connections.
3. Design and specification of "special systems", i.e., telecommunications, security, data, etc. An empty conduit raceway system will be provided based on equipment supplier's layouts provided by Client's Vendor.
4. Permitting and plan review fees to the City of Flagstaff or to local utility companies. It is understood that the City will pay these fees directly.
5. Cost estimating services. The project is being delivered under a design-build contract and CORE will be responsible for providing estimates during design. We will support this effort by summarizing quantities.
6. Construction and materials testing.
7. Special inspection services, including special structural, architectural and electrical inspections.
8. Archeological monitoring. Per Karl Eberhard, City of Flagstaff Historic Preservation Officer, this is not required.
9. Coordination or submittals to the following agencies are not included: Coconino County, Army Corps of Engineers, Arizona Department of Water Resources and the Arizona Corporation Commission.
10. Design of the extension of reclaimed water to serve the site is not included.
11. Water storage and pumping system and/or well development design is not included.
12. Design of off-site infrastructure is excluded, excepting the ADOT pavement widening and edge improvements for the new turn lanes as shown on the approved site plan.
13. Construction staking is not included.
14. Fire Protection Detailed Design, other than previously listed.
15. Fuel storage and delivery systems design and Carwash systems design.
16. REVIT, BIM, or 3D modeling. CORE Construction will be providing this service.
17. FFE design or specification with the exception of the maintenance equipment. It is assumed that any owner FFE items such as systems furniture will be dealt with separately.

15 March 2016

PROJECT ASSUMPTIONS:
The proposed fee for professional services has been based on the anticipated level of services that will be required to accomplish the project as described. The following assumptions have been made in determining the extent of professional services required and the resultant professional fee:

1. It is understood that the project has an approved site plan and that minor modification may be required. Significant changes requiring re-approval of the site plan may result in additional design fees.
2. The Contractor will be responsible for installation of BMPs related to the SWPPP and will be responsible for filing the NOI and NOT with ADEQ. The Contractor will also be responsible for daily monitoring and reporting.
3. The City will observe the water and sewer pressure/leakage testing and the water quality testing.
4. It is assumed that no hazardous materials are to be used within the interior of the building.
5. Periodic Observations by the Staff of APMI, Inc. or its Consultants shall not be construed to assume any liability for Contractor's Means and Methods through their presence at a project site, either prior to, during or after a possible incident or observance of a potential safety infraction.
6. The topographic survey and existing trees will be provided in AutoCAD format.
7. The City will provide copies of the drainage report for the Clay Avenue Detention Basin.
8. The drainage impact statement and proposed strategy of volume exchange and retention in Clay Avenue Detention Basin have been approved by the City of Flagstaff and significant changes to this approach will not be required.
9. The City will provide the supporting documents (e.g. capacity assurance) for the ADEQ submittal and will confirm that there is water and sewer capacity for the proposed project.
10. The traffic impact statement and proposed improvements on Route 66 as shown on the site plan have been approved by ADOT and significant changes will not be required.
11. CORE will prepare the traffic control plan for inclusion with the permit request to ADOT for the Route 66 improvements.
12. It is assumed that the pump house scope will be limited to coordinating our design to reflect City improvements being made to the pump house. Our work will take into account any improvements being made under the separate project however our design will not include upgrades to the pump house itself.

FEE PROPOSAL SECTION:
Attached is a proposed Cost Proposal Breakdown for the project and services as described. Should the scope of the project or services change in any way, the professional fee shall be modified accordingly. The proposed professional fee is exclusive of reimbursable expenses as defined under reimbursable expenses.

DESIGN CONTINGENCY:
It is recommended that a design contingency be carried should the scope of the project be adjusted or change. APMI will review this separately with CORE.

REIMBURSABLE EXPENSES:
An estimate of reimbursable expenses is included on the attached Cost Proposal Breakdown. The estimate of reimbursable expenses does not include cost of reproduction or distribution for bidding or construction purposes or the cost of agency document reviewing or permitting fees.

Reimbursable expenses shall be defined as all reproduction, plotting, postage, messenger services, shipping, mileage paid to staff, out of town travel expenses and other similar out of pocket expenses. Expenses shall be billed at the cost of the expenses to APMI plus ten percent (10%) to cover processing. Expenses will be billed and will become due on a monthly basis as part of the regular invoice process. Cost of all agency fees shall be paid for by others.

15 March 2016

PROPOSAL CONCLUSION:

I trust that this proposal meets with your approval. After acceptance of this proposal from both CORE and the City of Flagstaff, we can proceed to contract execution. Upon receipt of an executed contract based on this proposal, APMI, Inc. shall commence work on the referenced project in accordance with the accepted project schedule.

Sincerely,

APMI, Inc.

Adam Siros, AIA
Principal

William Reilly, AIA
Principal

Attachments: APMI Cost Proposal Breakdown
APMI Hourly Rate Schedule

Peak Proposal dated 3-12-16
JE Fuller Proposal dated 3-4-16
WLB Proposal dated 3-14-16
HME Proposal dated 3-9-16
TRC Proposal dated 3-14-16
MFC Proposal dated 3-14-16
Speedie Proposal dated 3-15-16

cc: File

APMI, Inc. - Architects / Planners / Interiors

File Name: 2016-03-15 Flagstaff Public Works - FeePropForm.xls
Date Prepared: 3/15/16
Date Revised: N/A

Client: CORE Construction
Sub-Project Name: Core Services Maintenance Facility
Client Project Number: 01-10002
Contract Type: Design-Build
Contract Number: NA
APMI Project Number: APMI Project No. 16108.00
Discipline: Architectural & Engineering Summary

SUMMARY - COST PROPOSAL

DESIGN - ARCHITECTURAL & ENGINEERING SUMMARY

ESTIMATED DIRECT LABOR A/E SERVICES

No.	TASK	APMI, Inc.	Civil Engineering	Structural Engineering	Mech/Plumb Engineering	Electrical Engineering	Fire Protection	Landscape Architecture	Maintenance Consultant	Total By Phase
1	Field Investigations	$11,650.00	$4,710.00	$500.00	$0.00	$0.00	$0.00	$915.00	$0.00	$17,775.00
2	Programming	$36,750.00	$7,245.00	$5,460.00	$7,740.00	$10,070.00	$0.00	$0.00	$12,600.00	$79,865.00
3	Schematic Design	$91,500.00	$12,505.00	$8,840.00	$46,670.00	$46,170.00	$0.00	$3,800.00	$19,360.00	$228,845.00
4	Design Development	$166,225.00	$131,180.00	$13,260.00	$46,670.00	$46,170.00	$0.00	$8,210.00	$27,800.00	$439,515.00
5	Construction Documents	$304,850.00	$206,010.00	$27,300.00	$46,670.00	$46,170.00	$0.00	$6,120.00	$16,940.00	$654,060.00
6	Approvals / Permitting	$22,900.00	$11,840.00	$1,940.00	$11,900.00	$12,270.00	$0.00	$1,950.00	$0.00	$62,800.00
7	Bidding / Contract Award	$2,250.00	$2,380.00	$1,000.00	$1,930.00	$1,970.00	$0.00	$0.00	$1,600.00	$11,130.00
8	Construction - Office	$104,600.00	$16,250.00	$7,360.00	$2,960.00	$3,240.00	$0.00	$4,530.00	$15,975.00	$154,915.00
9	Construction - Field	$79,050.00	$16,250.00	$3,360.00	$6,000.00	$4,050.00	$0.00	$1,900.00	$0.00	$110,610.00
10	Cost Estimating	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,480.00	$2,480.00
11	Record Drawings	$12,575.00	$0.00	$1,160.00	$2,360.00	$2,170.00	$0.00	$2,220.00	$0.00	$20,485.00
12	Project Closeout	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
										$1,782,480.00
	TOTAL HOURS:	7195	3034	764	1709	1579	0	327	789	
	LABOR COST:	$832,350.00	$408,370.00	$70,180.00	$172,900.00	$172,280.00	$0.00	$29,645.00	$96,755.00	

Total Estimated Professional Fees: **$1,782,480**

ESTIMATED INTERNAL EXPENSES
Listed by item at Estimated Actual Cost

Total Estimated Expenses: **$60,400**

ESTIMATED DIRECT LABOR LEED/COMMISIONING SERVICES

No.	TASK	Arch	Civil	Struct	Mech/Plumb	Elect	FP	Lndscp	Cx Agent	Total
13	LEED Documentation/Compliance/Cx	$21,775.00	$5,420.00	$320.00	$28,550.00	$20,000.00	$0.00	$4,800.00	$55,000.00	$135,865.00
14										$0.00

Total Estimated LEED/Commisioning Fees: **$135,865**

USGBC Registration/Certification Fees: **$15,100**

ESTIMATED OUTSIDE SERVICES - CONSULTANTS

Listed by Firm or Name at Estimated Cost

Task	Method of Compensation: Firm	T&M, LS, etc.	Cost
Soils Borings / Report	Speedie	LS	$28,950.00
Fire Line Flow Test ($850/test x 4)	TRC	LS	$3,400.00

Total Estimated Outside Services: $32,350
10.00% Multiplier: $3,235
Total Estimated Consultants: **$35,585**

TOTAL ESTIMATED BASIC FEE: **$2,029,430**

POTENTIAL DESIGN ALTERNATES

Task	Method of Compensation: Firm	T&M, LS, etc.	Cost
Topo Survey of ADOT R/W	PEAK	LS	$8,258.25
Topo Survey of Clay Basin (Xsec.)	PEAK	LS	$5,324.00
On-site Boundary	PEAK	LS	$3,146.00
Title Report	PEAK	LS	$847.00
Arc Flash Study and Labeling	TRC	LS	$20,000.00
Rock Coring for Underground Tanks	Speedie	LS	$2,100.00
Assessment of Shop Equip at Bonito Facilit	MFC	LS	$1,840.00

Total Estimated Outside Services: $41,515
10.00% Multiplier: $4,152
Total Additional Services: **$45,667**

TOTAL ESTIMATED BASIC FEE (with Alternates): **$2,075,097**

APMI, Inc. - Architects / Planners / Interiors

File Name: 2016-03-15 Flagstaff Public Works - FeePropForm.xls
Date Prepared: 3/15/16
Date Revised: N/A

Client: CORE Construction
Sub-Project Name: Core Services Maintenance Facility
Client Project Number: 01-10002
Contract Type: Design-Build
Contract Number: NA
APMI Project Number: APMI Project No. 16108.00
Discipline: APMI, Inc. - Project Management & Architectural

COST PROPOSAL BREAKDOWN

APMI, Inc. - Project Management & Architectural

ESTIMATED DIRECT LABOR

No.	TASK	Principal	Project Manager/Arch	Senior Architect	Architectural Designer	Job Captain	CAD Draftsperson	Word Processing	TOTAL
1	Field Investigations	5	20	20			40	15	100
2	Programming	25	40	60	40	40	80	15	300
3	Schematic Design	20	80	180	120	120	240	20	780
4	Design Development	30	180	320	180	240	420	35	1405
5	Construction Documents	65	280	475	320	440	960	130	2670
6	Approvals / Permitting	10	30	40		40	60	10	190
7	Bidding / Contract Award		10					10	20
8	Construction - Office	20	120	220		240	240	40	880
9	Construction - Field	30	180	240		40	80		570
10	LEED Documentation/Compliance/Cx	5	40	55		20	40	15	175
11	Cost Estimating								0
12	Record Drawings	5	20	20			60		105
13	Project Closeout								0
									7195
	TOTAL HOURS:	215	1000	1630	660	1180	2220	290	7195
	% PARTICIPATION:	3%	14%	23%	9%	16%	31%	4%	
	HOURLY RATE:	$195.00	$160.00	$135.00	$110.00	$110.00	$95.00	$65.00	
	LABOR COST:	$41,925.00	$160,000.00	$220,050.00	$72,600.00	$129,800.00	$210,900.00	$18,850.00	

Total Estimated Professional Fees: $854,125

ESTIMATED INTERNAL EXPENSES
Listed by item at Estimated Actual Cost

	Quantity	Cost	Method of Compensation Each, LS, etc.	Total
Plotting:	1	$12,500.00	Allowance	$12,500
Reproduction	1	$15,000.00	Allowance	$15,000
Messenger/Delivery/Reimbursibles	1	$17,500.00	Allowance	$17,500

Estimated Expenses: $45,000
10.00% Multiplier: $4,500
Total Estimated Expenses: $49,500

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS
Listed by Firm or Name at Estimated Cost

Firm	Method of Compensation CPNF, LS, etc.	Cost
	LS	$0

Total Estimated Outside Services: $0
10.00% Multiplier: $0
Total Estimated Consultants: $0

TOTAL ESTIMATED COST: $903,625

APMI, Inc. - Architects / Planners / Interiors

File Name: 2016-03-15 Flagstaff Public Works - FeePropForm.xls

Date Prepared: 3/15/16

Date Revised: N/A

Client: CORE Construction

Sub-Project Name: Core Services Maintenance Facility

Client Project Number: 01-10002

Contract Type: Design-Build

Contract Number: NA

APMI Project Number: APMI Project No. 16108.00

Discipline: Civil Engineering

COST PROPOSAL BREAKDOWN

CIVIL ENGINEERING

ESTIMATED DIRECT LABOR - BASIC DESIGN

No.	TASK	Principal Engineer	Project Manager	Project Engineer	Designer	Engineering Intern	Land Surveyor	Survey Team Member	Clerical	TOTAL
1	Field Investigations		12	18					4	34
2	Programming		25	10	16					51
3	Schematic Design		31	20	40					91
4	Design Development		162	278	548					988
5	Construction Documents		250	604	664					1518
6	Approvals / Permitting		24	56						80
7	Bidding / Contract Award		6	10						16
8	Construction - Office		30	80						110
9	Construction - Field		30	80						110
10	LEED Documentation/Compliance/Cx		20	16						36
11	Cost Estimating									0
12	Record Drawings									0
13	Project Closeout									0
	TOTAL HOURS:	0	590	1172	1268	0	0	0	4	3034
	% PARTICIPATION:	0%	19%	39%	42%	0%	0%	0%	0%	
	HOURLY RATE:	$175.00	$155.00	$145.00	$120.00	$70.00	$120.00	$75.00	$60.00	
	LABOR COST:	$0.00	$91,450.00	$169,940.00	$152,160.00	$0.00	$0.00	$0.00	$240.00	

Total Estimated Professional Fees: $413,790

ESTIMATED INTERNAL EXPENSES

Listed by item at Estimated Actual Cost

	Quantity	Cost	Method of Compensation Each, LS, etc.	Total
Plotting/Reproduction:	1	$2,500.00	Allowance	$2,500

Estimated Expenses: $2,500

0.00% Multiplier: $0

Total Estimated Expenses: $2,500

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Listed by Firm or Name at Estimated Cost

Firm	Method of Compensation CPNF, LS, etc.	Cost
JE Fuller (Clay Det. Basin Drainage	LS	$47,770.00
Northland Exploration Water Esmnt	LS	$800.00

Total Estimated Outside Services: $48,570

10.00% Multiplier: $4,857

Total Estimated Consultants: $53,427

TOTAL ESTIMATED COST: $469,717

APMI, Inc. - Architects / Planners / Interiors

File Name: 2016-03-15 Flagstaff Public Works - FeePropForm.xls
Date Prepared: 3/15/16
Date Revised: N/A

Client: CORE Construction
Sub-Project Name: Core Services Maintenance Facility
Client Project Number: 01-10002
Contract Type: Design-Build
Contract Number: NA
APMI Project Number: APMI Project No. 16108.00
Discipline: Structural Engineering

COST PROPOSAL BREAKDOWN

STRUCTURAL ENGINEERING

ESTIMATED DIRECT LABOR

No.	TASK	Principal	Project Manager	Sr. Engineer	Engineer	Designer	CAD Draftsperson	Word Processing	TOTAL
1	Field Investigations	2			2				
2	Programming	12		12	24				
3	Schematic Design	10		16	36		36		
4	Design Development	16		20	56		56		
5	Construction Documents	36		36	116		116		
6	Approvals / Permitting	4		4	4		8		
7	Bidding / Contract Award	4			4				
8	Construction - Office	16			32		32		
9	Construction - Field	6			16		16		
10	LEED Documentation/Compliance/C	2							
11	Cost Estimating								
12	Record Drawings	2			4		8		
13	Project Closeout								
	TOTAL HOURS:	110	0	88	294	0	272	0	764
	% PARTICIPATION:	14%	0%	12%	38%	0%	36%	0%	
	HOURLY RATE:	$160.00	$130.00	$115.00	$90.00	$0.00	$60.00	$60.00	
	LABOR COST:	$17,600.00	$0.00	$10,120.00	$26,460.00	$0.00	$16,320.00	$0.00	

Total Estimated Professional Fees: $70,500

ESTIMATED INTERNAL EXPENSES
Listed by item at Estimated Actual Cost

	Quantity	Cost	Method of Compensation Each, LS, etc.	Total
Plotting:	100	$4.00	ea.	$400

Estimated Expenses: $400
0.00% Multiplier: $0
Total Estimated Expenses: **$400**

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS
Listed by Firm or Name at Estimated Cost

Firm	Method of Compensation CPNF, LS, etc.	Cost
	LS	$0.00
	LS	

Total Estimated Outside Services: $0
0.00% Multiplier: $0
Total Estimated Consultants: **$0**

TOTAL ESTIMATED COST: **$70,900**

APMI, Inc. - Architects / Planners / Interiors

File Name: 2016-03-15 Flagstaff Public Works - FeePropForm.xls
Date Prepared: 3/15/16
Date Revised: N/A

Client: CORE Construction
Sub-Project Name: Core Services Maintenance Facility
Client Project Number: 01-10002
Contract Type: Design-Build
Contract Number: NA
APMI Project Number: APMI Project No. 16108.00
Discipline: Mechanical/Plumbing Engineering

COST PROPOSAL BREAKDOWN

MECHANICAL/PLUMBING ENGINEERING

ESTIMATED DIRECT LABOR

No.	TASK	Principal	Senior Engineer	Engineer	Senior Designer	Designer	CAD Draftsperson	Word Processing	TOTAL
1	Field Investigations								0
2	Programming	10	20		20			2	52
3	Schematic Design	10	40		160		210	1	421
4	Design Development	10	40		160		210	1	421
5	Construction Documents	10	40		160		210	1	421
6	Approvals / Permitting	10	20		20		40	10	100
7	Bidding / Contract Award		10					4	14
8	Construction - Office				20			8	28
9	Construction - Field				50				50
10	LEED Documentation/Compliance/C	30	130					20	180
11	Cost Estimating								0
12	Record Drawings	1			10		10	1	22
13	Project Closeout								0
	TOTAL HOURS:	81	300	0	600	0	680	48	1709
	% PARTICIPATION:	5%	18%	0%	35%	0%	40%	3%	
	HOURLY RATE:	$190.00	$165.00	$135.00	$120.00	$90.00	$90.00	$70.00	
	LABOR COST:	$15,390.00	$49,500.00	$0.00	$72,000.00	$0.00	$61,200.00	$3,360.00	

Total Estimated Professional Fees: $201,450

ESTIMATED INTERNAL EXPENSES
Listed by item at Estimated Actual Cost

	Quantity	Cost	Method of Compensation Each, LS, etc.	Total
Plotting:			ea.	$0

Estimated Expenses: $0
0.00% Multiplier: $0
Total Estimated Expenses: **$0**

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS
Listed by Firm or Name at Estimated Cost

Firm	Method of Compensation CPNF, LS, etc.	Cost
	LS	
	LS	

Total Estimated Outside Services: $0
0.00% Multiplier: $0
Total Estimated Consultants: **$0**

TOTAL ESTIMATED COST: $201,450

APMI, Inc. - Architects / Planners / Interiors

File Name: 2016-03-15 Flagstaff Public Works - FeePropForm.xls
Date Prepared: 3/15/16
Date Revised: N/A

Client: CORE Construction
Sub-Project Name: Core Services Maintenance Facility
Client Project Number: 01-10002
Contract Type: Design-Build
Contract Number: NA
APMI Project Number: APMI Project No. 16108.00
Discipline: Electrical Engineering

COST PROPOSAL BREAKDOWN

ELECTRICAL ENGINEERING

ESTIMATED DIRECT LABOR

No.	TASK	Principal	Senior Engineer	Engineer	Senior Designer	Designer	CAD Draftsperson	Word Processing	TOTAL
1	Field Investigations								0
2	Programming	40			20			1	61
3	Schematic Design	50			170		180	1	401
4	Design Development	50			170		180	1	401
5	Construction Documents	50			170		180	1	401
6	Approvals / Permitting	20			40		40	1	101
7	Bidding / Contract Award	10						1	11
8	Construction - Office	10			10			2	22
9	Construction - Field	15			10				25
10	LEED Documentation/Compliance/C	30	60		25			20	135
11	Cost Estimating								0
12	Record Drawings				10		10	1	21
13	Project Closeout								0
	TOTAL HOURS:	275	60	0	625	0	590	29	1579
	% PARTICIPATION:	17%	4%	0%	40%	0%	37%	2%	
	HOURLY RATE:	$190.00	$165.00	$135.00	$120.00	$90.00	$90.00	$70.00	
	LABOR COST:	$52,250.00	$9,900.00	$0.00	$75,000.00	$0.00	$53,100.00	$2,030.00	

Total Estimated Professional Fees: $192,280

ESTIMATED INTERNAL EXPENSES
Listed by item at Estimated Actual Cost

	Quantity	Cost	Method of Compensation Each, LS, etc.	Total
Plotting:	0	$0.00	ea.	$0

Estimated Expenses: $0
0.00% Multiplier: $0
Total Estimated Expenses: **$0**

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS
Listed by Firm or Name at Estimated Cost

Firm	Method of Compensation CPNF, LS, etc.	Cost
	LS	
	LS	

Total Estimated Outside Services: $0
0.00% Multiplier: $0
Total Estimated Consultants: **$0**

TOTAL ESTIMATED COST: $192,280

APMI, Inc. - Architects / Planners / Interiors

File Name: 2016-03-15 Flagstaff Public Works - FeePropForm.xls
Date Prepared: 3/15/16
Date Revised: N/A

Client: CORE Construction
Sub-Project Name: Core Services Maintenance Facility
Client Project Number: 01-10002
Contract Type: Design-Build
Contract Number: NA
APMI Project Number: APMI Project No. 16108.00
Discipline: Landscape Architecture

COST PROPOSAL BREAKDOWN

LANDSCAPE ARCHITECTURE

ESTIMATED DIRECT LABOR

No.	TASK	Principal	Project Manager	Landscape Architect	Landscape Designer	Senior Technician	CAD Draftsperson	Administrative Assistant	TOTAL
1	Field Investigations	2	5						7
2	Programming								0
3	Schematic Design	2	8	24				2	36
4	Design Development	4	24	40			8	2	78
5	Construction Documents	2	16	32			8	2	60
6	Approvals / Permitting	2	6	8				2	18
7	Bidding / Contract Award								0
8	Construction - Office	2	20	10			8	4	44
9	Construction - Field	2	12					2	16
10	LEED Documentation/Compliance/C	4	16	20				4	44
11	Cost Estimating								0
12	Record Drawings	2	4	8			8	2	24
13	Project Closeout								0
	TOTAL HOURS:	22	111	142	0	0	32	20	327
	% PARTICIPATION:	7%	34%	43%	0%	0%	10%	6%	
	HOURLY RATE:	$145.00	$125.00	$100.00	$85.00	$75.00	$65.00	$55.00	
	LABOR COST:	$3,190.00	$13,875.00	$14,200.00	$0.00	$0.00	$2,080.00	$1,100.00	

Total Estimated Professional Fees: $34,445

ESTIMATED INTERNAL EXPENSES
Listed by item at Estimated Actual Cost

	Quantity	Cost	Method of Compensation Each, LS, etc.	Total
Plotting:	1	$500.00	Allowance	$500

Estimated Expenses: $500
0.00% Multiplier: $0
Total Estimated Expenses: $500

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS
Listed by Firm or Name at Estimated Cost

Firm	Method of Compensation CPNF, LS, etc.	Cost
	LS	
	LS	

Total Estimated Outside Services: $0
0.00% Multiplier: $0
Total Estimated Consultants: $0

TOTAL ESTIMATED COST: $34,945

APMI, Inc. - Architects / Planners / Interiors

File Name: 2016-03-15 Flagstaff Public Works - FeePropForm.xls
Date Prepared: 3/15/16
Date Revised: N/A

Client: CORE Construction
Sub-Project Name: Core Services Maintenance Facility
Client Project Number: 01-10002
Contract Type: Design-Build
Contract Number: NA
APMI Project Number: APMI Project No. 16108.00
Discipline: Other

COST PROPOSAL BREAKDOWN

MAINTENANCE CONSULTING

ESTIMATED DIRECT LABOR

No.	TASK	Principal	Project Manager	Sr. Engineer	Engineer	Designer	CAD Draftsperson	Word Processing	TOTAL
1	Field Investigations								0
2	Programming			40		40			80
3	Schematic Design			56		64	20		140
4	Design Development			16		200	40		256
5	Construction Documents			24		100	16		140
6	Approvals / Permitting								0
7	Bidding / Contract Award			8					8
8	Construction - Office			8		125			133
9	Construction - Field								0
10	LEED Documentation/Compliance								0
11	Cost Estimating								0
12	Record Drawings					16	16		32
13	Project Closeout								0
	TOTAL HOURS:	0	0	152	0	545	92	0	789
	% PARTICIPATION:	0%	0%	19%	0%	69%	12%	0%	
	HOURLY RATE:	$0.00	$0.00	$200.00	$0.00	$115.00	$40.00	$0.00	
	LABOR COST:	$0.00	$0.00	$30,400.00	$0.00	$62,675.00	$3,680.00	$0.00	

Total Estimated Professional Fees: $96,755

ESTIMATED INTERNAL EXPENSES

Listed by item at Estimated Actual Cost

	Quantity	Cost	Method of Compensation Each, LS, etc.	Total
Plotting:	0	$0.00	ea.	$0
Travel Costs	1	$7,500.00	Allowance	$7,500

Estimated Expenses: $7,500
0.00% Multiplier: $0
Total Estimated Expenses: $7,500

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Listed by Firm or Name at Estimated Cost

Firm	Method of Compensation CPNF, LS, etc.	Cost
	LS	
	LS	

Total Estimated Outside Services: $0
0.00% Multiplier: $0
Total Estimated Consultants: $0

TOTAL ESTIMATED COST: $104,255

City of Flagstaff
Core Maintenance Facility – City of Flagstaff
Proposed Scope of Services
March 12, 2016

PEI Project No: 16APMI01
APMI Project No: 16108.00
COF Project No:

Civil Engineering Scope of Work Summary

Civil engineering work includes grading, drainage, paving and utility design for the proposed Core Maintenance Facility located on the north side of Route 66, west of Woody Mountain Road.

The parcel was recently annexed and rezoned. Shephard-Wesnitzer, Inc. (SWI) prepared the site plan documents in support of the annexation and rezoning. SWI prepared a traffic impact statement, drainage impact statement and preliminary plans that have been approved by the City of Flagstaff. In addition, SWI prepared preliminary plans for improvements in ADOT Right of Way that include a two-way left turn lane and acceleration and deceleration lanes to serve the main entrance. These documents have been approved by the City of Flagstaff and ADOT and are the basis of design for moving forward.

Water system design includes a new looped main with fire and domestic water service to serve the new facilities. Sewer system design includes a new collection system that will extend to a new sewer main in the Clay Avenue Detention Basin (this portion designed by others). Water and sewer design includes a system analysis, engineer's design report and submittal to ADEQ.

Grading and drainage design includes a stormwater collection system. Attenuation is to be provided by a new retention basin in the Clay Avenue Detention Basin. The proposed improvements encroach into the flood limits of the Clay Avenue Detention Basin. To mitigate the encroachment, material will be excavated from the detention basin to balance the displaced volume. To protect the facilities, the finished floors are to be a minimum of one foot above the flood elevation. We have partnered with JE Fuller to provide the drainage design for the Clay Avenue Detention Basin and erosion control plan / SWPPP.

Paving and hardscape design includes on-site improvements such as circulation drives, the entrance drive and circle, sidewalks, ADA parking and path of travel, parking lots, curb and gutter and a trail connection. Off-site improvements include pavement widening on Route 66 for turn lanes and the addition of curb and gutter along the property frontage.

Our proposed scope of work is based on the phases presented by APMI as follows:

Phase 1: Field Investigations

It is our understanding that the City has completed a topographic and resource survey for the project site. Our scope of work for field investigations is preparation of the project basemap.

We will prepare a project basemap using the topographic survey as the background. We will merge the topographic information with the City's GIS data, as available, to show natural features and existing improvements beyond the boundary. We will also compile as-built information, as available, of existing utilities and show this information in the project basemap. The completed basemap will become the background for design.

Deliverable (internal): project basemap in CAD format.

Phase 2: Programming

The work for this phase is substantially complete and requires verification and minor modifications only. We have included time to participate in a team design review meeting, perform AutoTurn Analyses on the existing site plan for the largest vehicle and for proposed layout changes.

This phase includes cursory review of the topography and soil conditions with respect to the proposed improvements to help guide proposed modifications to the current site plan.

Deliverable: Participation in a programming verification meeting, AutoTurn Analysis, earthwork and site layout review.

Phase 3: Schematic Design (SD)

The work for this phase is substantially complete and the City prefers minimal revision to the site design. We anticipate minor revisions to the current site plan based on the results of program verification. We will address the civil engineering related comments listed in the conditions of approval of the site plan, if available.

APMI will provide the CAD site plan and we will review for conformance with engineering standards and modify, if needed.

We will perform an AutoTurn analysis to show on-site vehicular movements for trash collection and emergency access vehicles. The City will provide the vehicle standards per AASHTO for the model or confirm SU-30 for solid waste vehicle and a Quint fire engine. We will prepare an exhibit of the analysis to include with the SD package.

This phase includes design team meetings to coordinate design elements, a meeting with ADOT to confirm their review schedule and permitting requirements, and a meeting with the City's stormwater department to confirm approach to the hydrologic and hydraulic analysis.

Deliverables: Revised Site Plan, AutoTurn Exhibit, ADOT meeting, City Stormwater Meeting, Design Team Meetings

Phase 4: Design Development (DD)

We will participate in a City and user group meeting to verify adequate provisions of space and location for site systems to kick off the design development phase.

Design development documents include preliminary civil engineering of grading, on and off-site improvements, storm water management, Low Impact Development (LID) features, water and sewer utilities, and resource protection. Design development documents include preliminary design plans.

We anticipate four stand-alone plan sets (see attached exhibit):

1. On-site grading, drainage and paving plans for circulation drives, main entrance drive and primary stormdrain. We will show building pad elevations for rough grading and minimum finished floor elevations. This set includes drainage improvements in the Clay Avenue Detention Basin.
2. On-site civil improvements for buildings/structures. This includes sidewalks/access to the doors, parking lots, stormdrain laterals and utility services.
3. Utility (water & sewer main) design
4. Off-site paving and drainage design for Route 66 improvements in the ADOT Right of Way.

For each plan set, we anticipate a cover, general notes and quantities, removals, details, construction control and erosion control. For the on-site improvements, we will include a resource protection sheet quantifying trees to be removed and trees to remain. For the utility design, we will prepare plan and profile sheets for the water main loop and the sewer collection system.

Drainage design for retention and volume exchange in Clay Avenue Detention Basin will be completed by JE Fuller. Please see their proposal, attached.

Plans will be prepared using appropriate standards including but not limited to the City of Flagstaff Engineering Standards, ADEQ requirements, MAG Standards and Specifications, ADOT Standards for Road and Bridge Construction and ADA Guidelines.

The design development plans will show preliminary design and alignments but will not be fully detailed. Construction notes will be listed on the plans and proposed elements will be keynoted but not fully dimensioned. Quantities will not be listed per sheet in the plans; however, total quantities will be shown on the general notes sheet.

This phase includes regular coordination meetings with the design team and a design team quality control and coordination workshop. We anticipate meeting with CORE to review quantities in support of their estimating efforts.

We will submit the design sheets to APMI for inclusion in the submittal to the City's Development Services Division for compliance review. Comments will be addressed in the construction documents.

We will submit plans to franchise utility companies (UniSource, SuddenLink, Century Link and APS) for review and comment. We will prepare a utility approval form to be included with the plan submittal.

Deliverables: Design development plans (4 stand-alone plan sets)

Phase 5: Construction Documents (CD)

We will prepare construction ready documents for the improvements. Project specifications will be presented in the plans. Construction documents are broken into four stand-alone plan sets as described in Phase 4 and as follows:

1. On-site grading, drainage and paving plans for drives and stormdrain.
2. On-site civil improvements for buildings.
3. Utility (water & sewer main) design. Note that utility services will be shown in the building plans.
4. Off-site paving and drainage design for Route 66 improvements in the ADOT Right of Way.

We anticipate that the on-site civil improvement submittal (plan set 2) will occur after the other submittals are made. Submittals may be staggered as the schedule allows and as reviews are completed and comments addressed.

The documents will be sealed by an Arizona registered professional engineer (civil) and will be packaged for final reviews and approvals.

We will provide a list of special inspections and testing required during construction of the sewer, water main and the site improvements (asphalt, concrete, special pavements).

This phase includes regular coordination meetings with the design team and a design team quality control and coordination workshop.

This phase includes preparation of a legal description and exhibit for a 20' corridor centered on the proposed water main. Northland Exploration will provide the documents; please see their proposal, attached.

Final drainage design for retention and volume exchange in Clay Avenue Detention Basin will be completed by JE Fuller. Please see their proposal, attached.

Deliverables: Site improvement plans, specifications & special provisions, construction special inspections and testing list

Phase 6: Approvals/Permitting

We anticipate and will be responsible for the following permit approvals/submittals:

- ADOT Design Review Encroachment Permit Application – Route 66 Right of Way improvements
- ADEQ Approval to Construct - water and sewer facilities
- City of Flagstaff Civil Improvement Plan Reviews (required for the grading permit application)
- Franchise Utility Approval (Unisource, APS, SuddenLink, Century Link)

Deliverables: Permits and approvals listed above.

Phase 7: Bidding / Contract Award ALLOWANCE

We will participate in a pre-bid meeting with CORE's subcontractors and answering questions of potential bidders related to the site improvements.

We have estimated the effort required for this phase and presented it as an allowance. We will invoice percent complete based on actual hours charged against this phase. We will not incur charges on this phase without written authorization.

Deliverables: Pre-bid meeting attendance, Responses to RFIs

Phase 8: Construction – Office

We anticipate and have budgeted for the following construction phase activities:

- Material submittal review
- Responses to requests for information
- Exhibits to modify design based on unknown field conditions or construction phase changes. We anticipate a 10-month construction duration and 8 hours per month of project engineer time and 3 hours per month of project management time.

Deliverables: listed above

Phase 9: Construction – Field

We anticipate site visits during construction of site improvements to document progress. We will document field visits with observation reports with a summary of work underway and project photographs. We have budgeted for 8 hours/month of project engineer and 3 hours/month of project manager time for a 10-month construction duration.

We have estimated the effort required for this phase and presented it as an allowance. We will invoice percent complete based on actual hours charged against this phase.

Deliverables: listed above

Phase 10: LEED Documentation / Compliance

We will support the LEED Accredited Professional in the documentation and submittal of LEED credits pertaining to the site improvements. We anticipate responsibility for the following credits:

- SSp1: Prerequisite, Stormwater Management
- SSc 5.1 & 5.2: Site Development
- SSc6.1 & 6.2: Stormwater Design
- SSc7.1: Heat Island Effect, non-roof

We will upload to LEED On-line the documentation for the credits listed above, as appropriate.

We will provide supporting calculations for other credits that will be managed by other team members which may include site selection, development density and community connectivity, alternative transportation, water use reduction, water efficient landscaping, material reuse (e.g. salvaging of existing asphalt), regional materials, innovation in design and regional priorities.

We anticipate two site visits during construction to verify compliance with LEED certification requirements.

Deliverables: LEED prerequisite SSp1, LEED credit template submittals for SSc5, SSc6 and SS7.1, supporting documentation for other credits listed above, 2 site visits.

Phase 11: Cost Estimating

The project is being delivered under a design-build contract and CORE will be responsible for providing estimates during design. We will support this effort by summarizing quantities.

Phase 12: Record Drawings

Record drawings are presented as an additional service.

Phase 13: Project Closeout

APMI will prepare the project closeout documents. We will provide copies of the project records described in the previous phases for inclusion in the close-out documents.

We will participate in a one-year project walk-through to address warranty items for the site improvements. We will provide documentation of warranty issues for inclusion in APMI's warranty walk-through report.

Phase 14: Additional Services

Additional services may include the following:

Land Surveying

Topographic survey of ADOT R/W by Arizona Surveying.

Boundary and control verification and setting construction control, if needed.

Title report for determining easements and encumbrances.

Depiction of easements and encumbrances based on a current title report.

Topographic data at specific cross-sections and locations in the Clay Avenue Detention Basin in support of the volume exchange and retention requirements. This work would be performed at a stage in design when the locations are known and not with the initial survey effort.

Survey measurements in support of the rough grading certification. These measurements include culvert and stormdrain infrastructure inverts, weirs, catchbasin grates/lids and basin tops and bottoms. This work would occur during construction.

As-built measurements of the site improvements and the retention basin (1) and volume exchange areas (2) in the Clay Avenue Detention Basin. This work would occur when final stabilization is complete.

Construction Phase Permitting

Rough grading certification - we will coordinate and submit the grading inspection certification to the City of Flagstaff for review and approval. The grading certificate requires the Civil

Engineer, Contractor, Geotechnical Engineer and Surveyor to certify rough grading. The task includes a field visit to verify compliance.

Final grading certification – we will submit the grading inspection certification to the City of Flagstaff for review and approval. The grading certificate requires the Civil and Geotechnical Engineer to certify final grading. The task includes a field visit to verify compliance.

ADEQ Approval of Construction - water and sewer facilities (record drawings are required for this submittal).

Record Drawings

We will prepare record drawings of the site improvements in CAD format. We will supplement the Contractor's as-built information with our own site measurements to verify the accuracy of the record measurements. This includes an as-built survey of the site improvements and drainage improvements per Northland Exploration's proposal.

The record drawings will be sealed by a registered professional engineer (civil) and provided to the City in PDF format. Please note, record drawings are required for the water and sewer main installation to obtain an Approval of Construction from ADEQ.

Assumptions

- APMI will prepare and track the overall project schedule and submit schedule updates.
- APMI will be responsible for preparation of exhibits/plans for programming.
- The City will provide a topographic survey including, at a minimum, a points file (ASCII) and a CAD file that includes tree species and trunk diameter, utility appurtenances, contours, DTM or TIN, and horizontal and vertical control.
- The City will provide copies of the drainage report for the Clay Avenue Detention Basin.
- The drainage impact statement and proposed strategy of volume exchange and retention in Clay Avenue Detention Basin have been approved by the City of Flagstaff and significant changes to this approach will not be required.
- The City will provide the supporting documents (e.g. capacity assurance) for the ADEQ submittal and will confirm that there is water and sewer capacity for the proposed project.
- Taylor Rymar Corp. will provide system demands at nodes (fire and domestic) for inclusion in the on-site water system model.
- Taylor Rymar Corp. will provide sewage generation rates at service connections for inclusion in the on-site sewer system model.
- Taylor Rymar Corp. will size sand and/or oil separators.
- The traffic impact statement and proposed improvements on Route 66 as shown on the site plan have been approved by ADOT and significant changes will not be required.
- CORE will prepare the traffic control plan for inclusion with the permit request to ADOT for the Route 66 improvements.
- We anticipate a gravity sewer connection to the new sewer main located in the drainage basin, immediately north of the project site.

- Taylor-Rymar will coordinate electrical design with APS and natural gas design with UniSource; however, Peak Engineering will coordinate the APS, UniSource, Sudden Link and Century Link utility approval process.
- Significant changes to the current approved site plan may result in additional design fees.
- The Contractor will be responsible for installation of BMPs related to the SWPPP and will be responsible for filing the NOI and NOT with ADEQ. The Contractor will also be responsible for daily monitoring and reporting.
- APMI will conduct the preliminary and final project walk-throughs.
- The City will observe the water and sewer pressure/leakage testing and the water quality testing.
- The Contractor will maintain a set of as-built drawings and will provide a copy upon substantial completion.

Exclusions

- A concept and/or site plan submittal for City of Flagstaff IDS review is not included.
- Plan review and permitting fees are not included.
- Coordination or submittals to Coconino County are not included.
- Coordination or submittals to the Army Corps of Engineers are not included.
- Coordination or submittals to Arizona Department of Water Resources are not included.
- Coordination or submittals to the Arizona Corporation Commission are not included.
- Design of the extension of reclaimed water to serve the site is not included.
- Water storage and pumping system and/or well development design is not included.
- Design of off-site infrastructure is excluded, excepting the ADOT pavement widening and edge improvements for the new turn lanes as shown on the approved site plan.
- Design improvements to the FUTS (levee) is not included.
- Dark skies coordination is not included.
- Construction cost estimating is not included.
- QC testing review is not included.
- Construction staking is not included.

- END -

March 4, 2016

Julie Leid
Peak Engineering, Inc.
110 N. Agassiz Street
Flagstaff, AZ 86001

Dear Julie,

Thank you for requesting this proposal for professional services in conjunction with the City of Flagstaff Core Services – Public Works Facility. Peak Engineering, Inc. (PEI), is a sub consultant of APMI and is providing civil engineering services for the project. JE Fuller (JEF) will provide support services to PEI as outlined in the scope below.

The Proposed Public Works Facility is a proposed 20+/- acre development within a 49 acre site located on West Route 66, just west of Woody Mountain Road. The project includes construction of a new turn lane on Route 66 with two entrances. The development is in the fringe of the 100 year and 500 year ponding limits of the Clay Avenue Wash Detention Basin which is not currently a delineated FEMA Special Flood Hazard Area. In 2014 and 2015 a Concept Plan and Site Plan were prepared by SWI and JWA Architects and approved by the City of Flagstaff. The proposed design of the Public Works Facility will be in accordance with the approved Site Plan. Some items of note in relation to the drainage design that shown on the approved Site Plan and described in the Drainage Impact Analysis are:

- Encroachment of the site into the 100 year and 500 year ponding limits of the detention basin is approved. The volume displacement will be mitigated by excavating volume from the opposite side of the detention basin adjacent to the BNSF railroad tracks. The City of Flagstaff does not state that grading will need to be reviewed and approved by the US Army Corps of Engineers.
- The additional runoff rate and volume from the proposed site will be mitigated by providing additional retention storage within the Clay Avenue Wash Detention Basin. A separate detention basin will not be constructed. Downstream impacts do not need to be analyzed below the Clay Avenue Wash Detention Basin

The following outlines our proposed scope of services.

SCOPE OF SERVICES

JEF will assist PEI in preparation of the civil site design and associated documents presented in the APMI Cost Proposal and as outlined below:

Task 1 – Field Investigations: Not Included.

Task 2 – Programming: Not included

Task 3 – Schematic Design: JEF will provide site grading and drainage design assistance to PEI through the Schematic Design Phase. This is anticipated to be approximately 10 hours per week and could include; preliminary catch basin and stormdrain sizing and placement, LID basin sizing and placement, and site grading QC in relation to the drainage design.

JEF will prepare 1 sheet of the grading plans that conceptually shows the cut and fill within the detention basin to accommodate the volume exchange and retention volume.

Deliverable – Weekly site grading assistance. Clay Avenue Wash Detention Basin Grading Plan.

Task 4 – Design Development: JEF will provide site grading and drainage design assistance to PEI through the Design Development Phase. This is anticipated to be approximately 10 hours per week and could include; preliminary catch basin and stormdrain sizing and placement, LID basin sizing and placement, and site grading QC in relation to the drainage design.

Construction plans that show the onsite grading and drainage features will be prepared by PEI. JEF will prepare 2 sheets of the grading plans that will show the cut and fill within the detention basin to accommodate the volume exchange and retention volume. These sheets will be prepared on the PEI titleblock and numbering will be provided by PEI.

Preliminary drainage calculations will be prepared that will include LID volume requirements, retention basin sizing, preliminary stormdrain and catchbasin sizing.

A meeting with the City is included to review the design and gain endorsement of the design.

Deliverable – Weekly site grading assistance, preliminary drainage calculations, Clay Avenue Wash Detention Basin Grading Plans.

Task 5 – Construction Documents: JEF will provide site grading and drainage design assistance to PEI through the Construction Document Phase similar to the previous phases. Construction plans that show the onsite grading and drainage features will be prepared by PEI. JEF will prepare the following:

- 2 sheets of the grading plans that will show the cut and fill within the detention basin to accommodate the volume exchange and retention volume.
- Storm Water Pollution Prevention Plan for the entire site that shows proposed BMP's and erosion protection. These sheets will be prepared on the PEI titleblock and numbering will be provided by PEI.

- A drainage report will be prepared per City of Flagstaff requirements to document the drainage design. The drainage report will include scupper sizing on Route 66 and it is not anticipated that a separate drainage report will be required for the ADOT improvements.
- A LID operations and maintenance manual will be prepared for the site in accordance with the City of Flagstaff requirements.

Deliverable – Weekly site grading assistance, Final Drainage Report, LID O&M Manual, SWPPP sheets, Clay Avenue Wash Detention Basin Grading Plans.

Task 6 – Approvals/Permitting: This task includes addressing review comments from the City of Flagstaff and preparing a revised submittal of the Drainage Report, LID O&M Manual, SWPPP sheets, and Clay Avenue Wash Detention Basin Grading Plans.

Deliverable –Revised Final Drainage Report, Revised LID O&M Manual, Revised SWPPP sheets, Revised Clay Avenue Wash Detention Basin Grading Plans.

Task 7 – Bidding/Contract Award: Not Included

Task 8 – Construction - Office: This task includes time during the construction to address contractor submittals and RFI's in relation to the drainage construction.

Task 9 – Construction - Field: This task includes preparation of the COF Rough Grading Certification. JEF will perform one field visit to photo document the drainage features constructed. JEF will seal section A of the Rough Grading Certification and prepare a letter to accompany the certification. PEI will coordinate the submittal of the certification and completion of all other sections.

Deliverables: Section A of the Rough Grading Certification

Task 10 – LEED Documentation/Compliance: Not Included

Task 11 – Cost Estimating: Not Included

Task 12– Record Drawings: Not Included

Task 13 – Project Closeout: This task includes preparation of the COF Final Grading Certification. JEF will perform a field visit to photo document the drainage features constructed. JEF will seal section A of the Final Grading Certification and prepare a letter to accompany the certification. As-built plans will be prepared and provided to JEF prior to preparation of the Final Grading Certification. PEI will coordinate the submittal of the certification and completion of Section B.

Deliverables: Section A of the Final Grading Certification

FEE

Our fee to assist PEI in preparation of the civil site design and associated documents per the above scope is xxxx. The project includes an allowance of $500 for reimbursable expenses. Additional services outside of the scope will be provided per the hourly rates below. The breakdown of costs is presented in the table below:

Table 1. Fee by Task

Task	Lump Sum Fee
Field Investigations	
Programming	
Schematic Design	
Design Development	
Construction Documents	
Approvals / Permitting	
Bidding / Contract Award	
Construction - Office	
Construction - Field	
LEED Documentation/Compliance	
Cost Estimating	
Record Drawings	
Project Closeout	
TOTAL:	

SCHEDULE

The anticipated project schedule as provided by the client is:

Notice to Proceed – April 5th, 2016
Schematic Design Submittal – May 6th, 2016
Design Development Submittal – June 4th, 2016
Construction Document Submittal – August 1st, 2016

ASSUMPTIONS

The proposal is based on the following assumptions:

1. Coordination with or submittals to the US Army Corps of Engineers in relation to construction within the Clay Avenue Wash Detention Basin is not included.
2. Construction is not within a FEMA floodplain and will not require a floodplain use permit.
3. It is unknown if 404 permit coordination and Jurisdictional Waters of the United States delineation is required. It is not included in this scope of services.
4. The retention/detention storage will be provided per the approved Drainage Impact Analysis, prepared by SWI on January 13, 2015. Analysis of downstream impacts is not included.
5. Retention basin design with the Clay Avenue Wash Detention Basin only includes the grading design. Planting/soil preparation/wetlands design is not included.
6. Design of sand/oil (or other pollution removal features) is not included.
7. As-built surveys for rough grading, final grading and record drawings will be prepared by others and provided to us for the City of Flagstaff Stormwater Section Grading Certifications following the City of Flagstaff As-built checklist.
8. Plan review and permit fees will be paid by others.
9. Only minor changes will be made to the site plan during the DD and CD phases. Significant changes may be considered additional services.
10. We have budgeted for one DD submittal to the City and one CD submittal to the City. Additional submittals for items not the responsibility of JEF will be an additional service.
11. Drainage design associated with the ADOT turn lane will be included in the site Drainage Report. A second Drainage report will not be prepared.
12. Onsite retention will be required by the City's LID requirements.
13. Additional services if required and approved by the client will be billed in accordance with the standard hourly rates for JEF.

PAYMENT TERMS

a. Payments are due and payable within 30-days of the invoice date. Late payments exceeding 60-days past invoice are subject to a ten (10) percent penalty fee.
b. The client is responsible for paying agency review fees.

Authorization to proceed with the services can be acknowledged by signing below and returning a signed copy to JE Fuller (Electronic Acceptable). Thank you again for the opportunity to provide you with this proposal for services. We look forward to providing you with high quality professional engineering services.

Sincerely,

JE Fuller Hydrology & Geomorphology, Inc.

Joe Loverich, P.E, CFM

Acceptance of scope, fee, schedule, terms and conditions:	
_____	
_____	
Printed Name/Title	Date

The WLB Group Inc. WLB

Adam Siros, AIA
AMPI
8300 North Hayden Road
Suite A-209
Scottsdale, Arizona 85258

March 14, 2016

Re: City of Flagstaff Core Services Facility –Landscape Architecture Services
WLB No. TBD

Dear Adam,

This letter presents our fee proposal for landscape and Irrigation design services for the City of Flagstaff Core Services Facility Project.

Project Understanding: The AMPI and Core Construction team have been selected for the design build of the new City of Flagstaff Core Services Facility project. The proposed Core Services Facility will be located along the north side of Old Route 66 between Woody Mountain Road and Flagstaff Ranch Road on the property owned by the City for the Clay Avenue Wash Detention Basin. A site plan for the project was prepared in March 2015. The landscape design will be based on the approved landscape site plan that was previously prepared.

The Landscape and Irrigation Plans will show:

- Existing vegetation to be preserved or removed
- Proposed landscaping using appropriate low-water, year-round interest plants
- Groundcover treatment to unify the landscaping and address the LID basins
- Automatic irrigation system design

The project schedule shows the completion of the design by July 2016. The construction will be completed in 2 phases. The First phase will be the ADOT road improvements and the circle driveway around the existing cell tower. The second phase will be the remainder of the site.

BASIC SERVICES

The scope of services is as described below.

Task 1 – Field Investigation: Using the existing site plan and resource protection plan prepared in March 2015 WLB will do a site visit to review the existing information to use for the landscape design. Information for the field investigation will be used in the preparation of the construction documents for the project.

Deliverables: No submittals will be made. Data collected will be used for the preparation of the plans.

Task 2 – Schematic Design: WLB will prepare Schematic Design Documents for the planting and groundcover associated with the new facility. The Schematic Design will be submitted to the City of Flagstaff to prepare an

administrative site plan amendment. The SD plan is 1 to 2 sheets and will show the information from the approved Landscape Site Plan adjusted to match the proposed design.

WLB's schematic plans will have two sheets and will be included in the architect's plan set:

L1– Landscape Plan
L2 – Groundcover Plan

Deliverables: Schematic Design Documents for submittal to AMPI to be included in the Schematic Design Package.

Task 3 – Design Development: WLB will prepare Design Development Documents for the landscape, groundcover and irrigation work associated with the new facility Notes and Specifications will be included on the sheets.

The landscape and groundcover plan will develop what is shown on the Schematic Design plans based on coordination with the architect. An irrigation plan will be prepared to show the proposed connection to the site water.

WLB's plans will have 5 sheets and will be included in the architect's plan set:

- Landscape Notes/Details (4 Sheets)
- Hydroseed / Groundcover Plan (1 Sheet whole site)
- Irrigation plan Administration and Fleet Services (3 Sheets)
- Planting Plan Administration and Fleet services (3 Sheets)

The hydroseed areas and ground plan will be shown on one sheet at a scale of 1" = 60'. The only areas that will have irrigation and planting plans is the Parking and Administration Building and the Parking area to the south of the Fleet Service building. Both the irrigation plan and the planting plans in this area will be at a scale of 1" = 20' and we anticipate two sheets of the Administration area and one for the Fleet Service area.

There will be 2 phases for the construction. Phase 1 will be for the ADOT road work and the construction of the circle drive around the cell tower. Phase 2 will be the remainder of the site. Phase One has very little landscaping and will be a 1 sheet plan that shows the irrigation meter and backflow preventer and a stub out across the circle drive. The Phase 2 plans will show the connection to the Phase One irrigation and the reminder of the site.

WLB will prepare a narrative for LEED credits WE 1.1 and 1.2.

Deliverables: Design Development submittal to AMPI will include:

1. Phase 1 Plan (1 Sheet)
2. Phase 2 Plans (11 Sheets)
3. Narrative for LEED Credits WE 1.1 and 1.2.

Task 4 – Construction Documents: WLB will prepare Construction Documents for the landscape, groundcover and irrigation work associated with the new facility incorporating comments from the team on the DD plan submittal. Specifications will be on the plan sheets.

WLB's plans will have the same index as the Design Development set.

Deliverables: Coordination Documents for submittal to AMPI for City Submittals. Updated Narrative for LEED Credits WE 1.1 and 1.2.

Task 5 – Approvals / Permitting: WLB will address comments from the City for permit approval of the plans.

Deliverables: 100% Construction Documents for permit approval from the City

Task 6 – Construction Office: During construction we will work with AMPI to provide the following items with respect to landscape and irrigation construction activities:

- Review of contractor submittals for site materials (up to 2 submittals)
- Review of RFI from contractors (Up to 10 RFI)

Task 7 – Construction Field: During construction WLB can provide field observation to address questions and unforeseen conditions and to prepare punch list for the landscaping:

- On-site construction observations as requested (3 visits budgeted)
- Additional site visits are $650/visit

Task 8 – LEED Documentation / Compliance: WLB will provide AMPI with documentation for LEED Credits WE Credit 1.1, WE credit 1.2. LEED compliance will include narratives and uploading documentation to obtain LEED credits.

Deliverables: Completion of LEED documentation for WE Credit 1.1 and WE Credit 1.2.

Task 9 – Record Drawings: Using information from site visits during construction and the Contractor's supplied redline plans WLB will prepare a set of record drawings for the landscaping.

Deliverables: Record drawings for the project will be submitted to AMPI

END OF BASIC SERVICES

Fee: Our fee for the Landscape, Groundcover and Irrigation plans is $34,945 including an allowance of $500 for reimbursable expenses. Reimbursable expenses will be time and materials. The additional services authorized by the client will be billed at the hourly rates per the attached fee schedule. The breakdown of costs is presented in the following table:

BASIC SERVICES (Lump Sum)	**Fee**
Task 1 - Field Invstigation	$915
Task 2 - Schematic Design	$3,800
Task 3 - Design Development	$8,210
Task 4 - Construction Documents	$6,120
Task 5 - Approvals / Permitting	$1,950
Task 6 - Construction Offfice	$4,530
Task 7 - Constrrcution Field	$1,900
Task 8 - LEED Documentation / Compliance	$4,800
Task 9 - Record Drawings	$2,220
Subtotal	**$34,445**
Plus Reimbursable Expenses (Allowance)	$500
TOTAL BASIC SERVICES	**$34,945**

Additional services authorized by the client will be billed monthly.

Schedule: The schedule will be as shown on the Draft Milestone Schedule dated 3/4/2016.

The proposal is based on the following assumptions:

1. The topographic survey and existing trees will be provide to WLB in AutoCAD.
2. Project base maps will be provided in a timely manner and no updates to base maps can be made within 5 days of milestone submittals.
3. After completion of the Design Development, only minor changes will be made to the site plan. Significant changes may be considered an additional service.
4. Plan review and permit fees will be paid by others.
5. AMPI will handle all submittals and coordinating review comments.
6. AMPI will provide LEED worksheets and they will do the input into the LEED system.
7. Documents will be submitted with each phase for review. Should intermediate submittals be required they may be considered an additional service.
8. Record drawings will be based on contractor redlines and as-built surveys provided by others. As builts from contractor for preparation of record drawings shall be legible and concise.
9. Temporary irrigation for hydroseed areas will be furnished by the Contractor.
10. Construction services do not include attendance at weekly meetings.
11. Contractor construction submittals will be provide at one time and not piecemeal.
12. Detailed irrigation and planting plans are only for the areas that are shown on the Landscape Site Plan prepared for the site dated March 2015.
13. Phase 1 Construction Documents will be 1 sheet and will show areas for hydroseed areas and irrigation connection to get mains outside of the circle driveway and the Phase 1 construction limits.

14. The improvements in the ADOT right-of-way will not require any landscaping.
15. Additional services if required and approved by the client will be billed in accordance with the standard hourly rates for The WLB Group, Inc.

We appreciate the opportunity to provide additional services for this project. If the above described arrangements are satisfactory to you, please indicate so by signing below and returning one copy to our office. If you have any questions, please feel free to contact me.

Sincerely,
THE WLB GROUP, INC.

Daniel J Burke

Daniel Burke, PE
The WLB Group, Inc. – Flagstaff Office

ACCEPTED by: AMPI

By: _____ Date: _____

HUBBARD MERRELL ENGINEERING

1623 N First Street, Ste 201
Flagstaff, Arizona 86004

Office: (928) 526-6174

City of Flagstaff – Core Services Maintenance Facility
Proposal for Structural Engineering Services

Basic Scope of Services: Engineering design and drafting of the structural engineering construction documents for the City of Flagstaff – Core Services Maintenance Facility. Our scope will include:

1) Building foundation design for the following new single-story pre-manufactured steel buildings:

Streets	Approximately 21,100 Sq. Ft.
Parks/Facilities	Approximately 13,000 Sq. Ft.
Solid Waste	Approximately 2,700 Sq. Ft.
Fleet Maintenance	Approximately 21,900 Sq. Ft.
Fuel Canopy	Approximately 3,000 Sq. Ft.

   The pre-manufactured steel building will be designed by others and the building engineer will provide all reactions at the foundation. We will use the sealed drawings from the pre-manufactured building designer with the final building column reactions in order to design the foundations. Foundations are assumed to be conventional spread footing foundations per the soils report, and the floor is assumed to be concrete slab on grade construction.
2) Structural building design for the new Administration Building of approximately 22,000 Sq. Ft. and the Wash Building of approximately 3,700 Sq. Ft. The structures will likely consist of: prefabricated steel roof joists on steel beams; steel frame columns, steel stud walls or masonry walls with a concrete slab-on-grade; and conventional spread footings. prefabricated steel roof joists designs and layouts shall be provided by the joist supplier(s).
3) Structural design for new independent, freestanding crane rails in various buildings. The crane beam and rails will be steel construction with steel columns (moment frames or cantilever columns) and conventional spread footing foundations per the soils report.
4) Various site walls and site features (signs, light pole foundations, etc.).

For the scope listed above, we will provide drafting of the structural construction documents, and coordination throughout the design, permitting and construction phases. We will also provide as-built drawings and project closeout.

TAYLOR RYMAR CORPORATION

March 14, 2016

Adam Siros
APMI
8700 E. Via de Ventura Suite 130
Scottsdale, AZ 85258-4515

Re: City of Flagstaff Public Works Yard
Flagstaff, Arizona
TRC Proposal 016064.00

Dear Adam,

Taylor RyMar Corporation (TRC) is pleased to submit this proposal to APMI (APMI) for engineering services described below. TRC developed our Scope of Services based on the information provided during a pre-proposal meeting held on February 23, 2016.

Project Understanding

Project scope includes the following:

1. A $21 million dollar, 45 acre site development for City of Flagstaff Public Works Department. Site will house (6) new buildings and (1) new canopy.
2. Project design shall take into account the latest Site Plan by SWI.
3. Site lighting will incorporate City of Flagstaff dark sky requirements.
4. Project will incorporate LEED Silver requirements. Additional services for LEED shall include but not limited to energy modeling and documentation submittal.
5. Site electrical routing and coordination with utility company, civil, architectural, contractor, and owner.
6. All Buildings shall include general lighting with controls; general electrical power outlets; voice and data locations; power for HVAC and plumbing equipment; dedicated HVAC systems; dedicated potable cold and hot water systems; snow melt systems; and dedicated sanitary waste and vent systems.
7. New emergency generator shall be incorporated. Buildings and systems shall be identified which are to be on emergency power before start of design.
8. All IT/Data rooms shall have a dedicated cooling unit.
9. Janitor closet shall have mop service basin.
10. Building specific systems are identified under each respective building description based on Space Programming documents dated March 24, 2015 and overall site plan dated October 20, 2015. Any discrepancy in area from both documents, the lesser of the amount shall be used for this proposal.
11. General Systems Design and Site:
    a. Site electrical power will be coordinated with APS to be brought in from an off-site location.
    b. Site lighting will be Amber (narrow wave-length) LED with white light component as allowable by City Ordinance.
    c. Site communications requirements will be coordinated with the City in conjunction with City communications vendors.
    d. Interior lighting will be LED with automatic lighting controls.
    e. Site power will be distributed at 480/277-volts with step-down 208/120-volt transformers at each building.
    f. Emergency power requirements shall be established by the City prior to the start of design.
    g. Voice and data communications cabling will be coordinated with the City and will include site conduits and fiber, building IT room layouts standard rack layouts, cable tray and

pathways layouts, horizontal copper voice and data cabling, and voice/data outlets per City standards.

h. TRC shall provide the following to civil in order for civil to perform utility modeling:
    i. Demands at nodes (domestic only) for inclusion in the on-site water system model.
    ii. Sewage generation rates at service connections for inclusion in the on-site sewer system model.
i. Coordinate electrical design with APS.
j. Coordinate with UniSource for NG design. Modeling to be performed by UniSource.
k. Peak Engineering will coordinate the utility approval process.

12. Administration Building:
    a. Building area equals 21,952 square feet.
    b. Building shall be block or metal construction. Bldg shall NOT be pre-fabricated metal construction.
    c. Briefing rooms shall have coffee counter with sink and refrigerator.
    d. Break room shall have counter, microwave, stove, refrigerator, and sink.
    e. Utility room shall have washer and dryer.
    f. Locker shall have men's and women's toilets with total of (4) showers.
13. Streets Building:
    a. Building area equals 21,097 square feet, future expansion of 3,600 square feet.
    b. Building shall be metal construction.
    c. Building shall be used for general and hazardous material storage. Hazardous material storage shall NOT exceed exempt amounts as indicated within IBC and IFC.
    d. Provide air compressor for vehicle area.
    e. Provide sand/oil interceptor.
    f. Restrooms shall NOT incorporate showers.
14. Parks/Facilities Building:
    a. Building area equals 12,975 square feet, future expansion of 3,000 square feet.
    b. Building shall be metal construction and provide drive thru capability.
    c. Chemical storage area shall be design for quantities above exempt amounts per IBC and IFC.
    d. Provide emergency eye wash and shower adjacent to drive thru area.
    e. Provide exhaust and electrical power for welding area.
    f. Provide dust collection for carpentry area.
    g. Sand/oil interceptor shall NOT be included for this building.
    h. Provide air compressor for shop area.
    i. Restrooms shall NOT incorporate showers.
    j. Separate storage areas for wood, paint, fertilizer, gas and chemical.
15. Solid Waste Building:
    a. Building area equals 2,700 square feet, future expansion of 21,600 square feet.
    b. Building shall be metal construction.
    c. Electrical for welding and forklift area.
    d. Sand/oil shall NOT be included for this building.
16. Fleet Maintenance Building:
    a. Building area equals 21,895 square feet, future expansion of 4,500 square feet.
    b. Building shall be metal construction and incorporate mezzanine level.
    c. Vehicle bays shall have radiant floor heating and exhaust systems.
    d. Design of mechanical and electrical systems for future use of CNG, LNG, etc.
    e. Electrical power for bay hoists, tire changing machine, welding machines, portable crane, air compressor, forklifts, and waste oil/fluid transport systems.

f. Exhaust and make-up air for drive-in paint booth design.
g. Sand/oil interceptor design.
h. Break room shall have counter, microwave, stove, refrigerator, and sink.
i. Utility room shall have washer and dryer.
j. Locker shall have men's and women's toilets with total of (3) showers.
k. Exterior concrete apron shall have radiant heat at each vehicle door.
l. Separate storage areas for paint, parts, and tires.

17. Wash Building:
    a. Building area equals 3,661 square feet.
    b. Building shall be block construction.
    c. Overhead wand, automated vehicle wash, and dryer system shall be provided by vendor. Electrical, potable water, and sand/oil waste system shall be by TRC.
    d. Radiant system shall be in slab for wash down area.
18. Fuel Canopy:
    a. Canopy area equals 3,000 square feet.
    b. Provide lighting and power only.
    c. Fuel system, tanks, piping, and dispensers shall be provided by vendor.
19. Fuel transport systems design is not part of this proposal.
20. Security system design is not part of this proposal.

Project Approach

1. Gain understanding of Owner's project goals, budgets, and design standards.
2. Review of Owner's project scope.
3. Allow a maximum of (2) document revisions based on contractor cost analysis.
4. Design shall be LEED Silver.
5. Coordinate with Fire Protection sub-contractor for final design.
6. All final design documents shall be provided in AutoCAD for floor plans, diagrams, details, and schedules.
7. Provide coordination with architectural, structural, civil, fire protection, owner representatives, contractor, and code authority.
8. Attend four meetings: Kick-off, and 30%, 60%, and 90% plan review.
9. Shall provide internal progress drawings to design/build team as requested in PDF format only.
10. The items listed above are documents typically prepared based on our past experience with similar projects with one round of reasonable comments. Additional effort or design changes that are not included which are requested by owner, or other members of the project team, or additional procedure and processes requested by owner, will be brought to owner's attention for authorization as an additional service.

Assumptions

1. APMI shall provide electronic files of the project floor plans, sections, and details indicating all particulars affecting this project. These files shall be in AutoCAD compatible electronic format. The files shall be set-up for TRC direct use.
2. APMI or Owner shall provide information on all products to be stored on site. This information shall include Material Safety Data Sheets, material quantities for "in-use" and 'storage", configuration of storage including rack locations or stacking areas, and any other information requested by TRC.
3. APMI or Owner shall provide user approved space utilization plans with information pertaining to all proposed equipment before commencement of design development (60%) document phase. This includes, but is not limited to, equipment locations, exhaust requirements, electrical connection/power requirements, data/communication locations, and manufacturers suggested heat load (BTU or kW).

4. TRC fee proposal is based on the production of two bid package, "off-site" and "on-site" packages. Fees for additional bid packages are excluded from this proposal.

Schedule

An overall schedule is shown below based on March 9, 2016 teleconference call. Schedule shall be revised beginning after receipt of signed contract and information requested within this contract. It is anticipated this is for a single phase package.

Project Schedule		
Task	Completion	
	"Off-site" Package	"On-site" Package
Start of Design	April 1st, 2016	April 1st, 2016
Schematic Design (30%)	April 22nd, 2016	May 2nd, 2016
Design Development (60%)	May 6th, 2016	May 30th, 2016
Construction Documents (90%)	May 20th, 2016	June 27th, 2016
Final Dwgs/Permit/Bidding	June 1st, 2016	July 29th, 2016
Construction Administration	June, 2017	November, 2017

Note: Task shall be completed upon review and written approval of prior task from Owner and Architect.

Compensation

As consideration for the services, APMI shall pay TRC the lump sum amount as follows:

Task	Fee
Design Docs and Const Admin	$345,180.00
MEP LEED Services	$48,550.00
Commissioning	$55,000.00
Total	***$448,730.00***

Expenses incurred by Taylor RyMar Corporation in the interest of the project shall be billed at a multiple of 1.0 times the cost incurred. Expenses not included in the Statement of Services, shall include the following, and will be billed as incurred: ***Reproductions, postage, deliveries, travel, and plotting of documents.***

Additional Compensation

Any services not in the above scope of work can be provided as a negotiated lump sum fee or on a time and expense basis per TRC hourly rates.

Standard hourly Billing Rates	
Principal	$190.00
Senior Engineer	$165.00
Engineer	$135.00
Project Manager	$160.00
Senior Designer	$120.00
Designer	$90.00
CAD Technician	$90.00
Support Services	$70.00

Deliverables

All deliverables in the below phases shall be delivered in electronic PDF format or as described below:

Preliminary Design

1. Attend (1) Kick-off Meeting.
2. Coordination with utility companies and agencies.
3. Identify utility conflicts during the initial stages of the design process.
4. Coordinate the design of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
5. Assist in coordination utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
6. Incorporate the utility/agency private developer construction requirements into the bid documents.
7. Review of fire hydrant flow testing information.
8. Review quantities and how chemical and materials to be stored on site.

Schematic Design (30%)

1. Attend (1) design review meeting.
2. Provide (1) copy of MEP drawings.
3. Plumbing drawings:
    a. Floor plan showing initial major piping runs which may include cold and hot water, sanitary waste and vent, compressed air, etc.
    b. Locations of major pieces of equipment/fixture.
4. Mechanical drawings:
    a. Equipment room layouts (major equipment only).
    b. Air device locations.
    c. One-line HVAC duct layouts.
    d. Mechanical piping diagrams.
5. Electrical drawings:
    a. One-line electrical distribution diagrams
    b. Floor plan showing panel locations, light fixture locations, and major equipment pieces.

Design Development (60%)

1. Attend (1) design review meeting.
2. Incorporate comments from schematic design review.
3. Provide (1) copy of MEP drawings for review.
4. Plumbing drawings:
    a. Fixture schedule, locations.
    b. Equipment schedule, locations.
    c. Waste and vent riser diagram with types, locations, key sizes.
    d. Piping, locations (sizes for pipes larger than 1”)
    e. Roof drainage system, locations, and key sizes.
5. Mechanical drawings:
    a. Equipment schedule, locations, sizes, types.
    b. Equipment connections and supports – standard details.
    c. HVAC piping, locations (sizes for pipes larger than 1”).
    d. Sequence of operations.
6. Electrical Drawings:
    a. Power distribution equipment schedule, locations.
    b. Feeder sizes.

c. Emergency generator size and location.
d. Grounding – standard details.
e. Interior lighting and power, plans details:
    i. Fixture and switch locations with identification.
f. Typical receptacle and power outlet locations.
g. Fire alarm device and panel locations.
h. Telecommunications (voice/data) device locations.

7. Specifications and cut sheets of all major mechanical, plumbing, and electrical equipment.

Construction Documents (90%)

1. Attend (1) design review meeting.
2. Incorporate comments from design development design review.
3. Provide (1) copy of MEP drawings for review.
4. Plumbing drawings:
    a. Fixture schedule, locations and details/elevations (including all handicapped fixtures).
    b. Equipment schedule, locations. Equipment room layouts.
    c. Waste and vent riser diagram with types, locations, key sizes.
    d. Water piping, locations and sizes diagrams and isometrics.
    e. Water and gas meters (sizes and locations).
    f. Roof drainage system, locations, and key sizes.
5. Mechanical drawings:
    a. Equipment schedule, locations, sizes, types.
    b. Manual and automatic dampers.
    c. Smoke and fire dampers required by code.
    d. Equipment connections and supports – standard details
    e. Outlets, grills, and registers properly selected and sized (indicating cfm.).
    f. Flow diagrams: control diagrams, and lists of control points.
    g. Equipment room layouts.
    h. HVAC plans – equipment room layouts to show location and size of major equipment to scale, sizes of and locations of air intakes and discharge openings. In critical locations, composite drawings shall be prepared, indicating equipment of all trades involved.
    i. HVAC piping, locations, expansion joints and loops.
    j. Final sequence of operations.
6. Electrical drawings:
    a. Power distribution equipment schedule, locations.
    b. Feeder sizes.
    c. Emergency generator size and location.
    d. Grounding – standard details.
    e. Interior lighting and power, plans details:
        i. Fixture and switch locations with identification.
    f. Receptacle and power outlet locations, including isolated ground, or other special power outlets and circuits.
    g. Lighting fixture schedule.
    h. Riser diagrams from utility source to all equipment showing service switches and disconnects, metering, switchboards, power and lighting panels, motor controls, etc.
    i. Motor control schedule with starter and circuit sizing.
    j. Fire alarm system device locations, typical riser diagram, and control matrix.
    k. Telecommunications device locations, rack locations, and riser diagrams.
7. Specifications per CSI, divisions 22 through 28.

Permitting/Bidding

1. Incorporate comments from construction document design review.
2. Provide (1) copy of final (100%) signed and sealed MEP drawings and specifications.
3. Attend (1) pre-bid meeting and assist in providing addendum responses to bidder's questions.
4. Respond to city comments with written response and revised construction documents if required.
5. Value engineering redesign or evaluation or substituted products or materials before 90% design documents are completed.

Construction Administration

1. Respond to RFI's and issue necessary interpretations and clarifications of the contract documents (within 2 business days).
2. Receive, log, review and approve/disapprove Shop Drawings, calculations, samples, and test results (within 5 business days).
3. Attend (1) pre-construction meeting.
4. Provide up to (4) construction site observations, including written observation reports per engineering disciplines per building.
    a. Under-slab inspection prior to the commencement of concrete pour.
    b. Mechanical, electrical, plumbing inspection prior to the commencement of drywall installation.
    c. Inspection prior to the commencement of the installation of drop-ceilings.
    d. Substantial and Final Completion walk-thru and provide punch list and written confirmation of Final Completion.
    e. Written report of each site visit and the reports shall be delivered within 24 hours to the Owner.
5. Provide As-Built documents from contractor red-line drawings.

Commissioning

Major systems will be tested as outlined below to meet the LEED Fundamental Commissioning requirements for New Construction buildings. This commissioning scope of work assumes that all buildings are constructed concurrently.

1. Provide Commissioning Plan and Specifications as required.
2. Attend eight (8) LEED® /Cx Meetings during the completion of the design and construction documents.
3. Meet the requirements of E&A Prerequisite 1: Fundamental Commissioning of Building Energy Systems per building. Systems required to be commissioned per LEED® requirements:
    a. HVAC Systems and associated Building Controls
    b. Lighting and Daylighting Controls
    c. Domestic Hot water Systems
    d. Renewable Energy Systems as applicable
4. Conduct one (1) kick-off and site commissioning meetings and field visits during construction, totaling ten (10) site visits.
5. Maintain a Cx Issues and Resolution tracking log throughout construction process.
6. Provide pre-functional check lists for commissioned systems.
7. Develop the Functional Performance Testing forms being used. Distribute to the project team for review and or comment prior to testing.
8. With assistance and collaboration of the mechanical, electrical, plumbing, controls and TAB contractors, perform functional and performance testing.
9. Review the final TAB report to verify all equipment is included and performance of each is per contract requirements.
10. Prepare Final Commissioning Report.
11. Attend final Cx meeting/Project Closeout.

12. Submission of documentation to LEED® On-line.

This proposal assumes one retest of any individual component that fails the first functional test during commissioning.

Scope of services includes an operational review of the commissioned systems by reviewing 2 weeks of the facility automation system trending after functional testing is complete. The controls contractor is responsible for setting up and retrieving trends and providing the trends in an Excel or CSV format for analysis by the CxA. Results will be included in the final Commissioning Report.

Exclusions

1. Additional meetings or site visits, other than previously listed.
2. Reproductions.
3. Security, video, card access, CCTV, or sound systems cabling or equipment design.
4. Obtaining Permits / Plan Review Submittal.
5. Fire Protection Design.
6. Value engineering redesign or evaluation or substituted products or materials beyond 90% design documents.
7. Attend construction meetings.
8. Fuel storage and delivery systems design.
9. Carwash systems design.
10. REVIT, BIM, or 3D modeling.
11. Cost estimating.

Acceptance

If this proposal and the enclosed Terms and Conditions (Version 01.03) are acceptable, please return a signed copy of this proposal to our office. TRC shall proceed with the above Scope of Service upon receiving the signed proposal.

Sincerely,

Taylor RyMar Corporation

Mario Torregrossa, PE
Principal - Mechanical

This Proposal and the Terms and Conditions are accepted by:
APMI

_____
Authorized Signature

_____
Title

_____
Date

SCOPE OF WORK Revised (2)
City of Flagstaff
3/14/2016
Maintenance Facility Consultants, a division of WRA

TASK A: Program Confirmation

Work Elements:

Operational Requirements

The first step in the design process is to identify the functional requirements and operational characteristics of the proposed facility. This will involve active participation of the City staff in a series of in-depth interviews over a two to three day period. MFC will:

- Review all available material to familiarize itself with the previously completed work effort and the background data used to develop that work.
- Interview key staff to determine functional requirements and operational characteristics of the operation in order to confirm the previously developed space program for all operational and maintenance spaces excluding the administration building.
- Review fleet size, mix, and projected growth.
- Review current and projected staffing plans and labor agreement(s).

Space Program

- The previously developed space program will be confirmed and/or adjusted as necessary to reflect the discussions held during the interviews.

Deliverables:

- Input to final space program prepared by Architect.

Estimated Travel: Two people, 3 days for interviews.

TASK B: Schematic Design

Work Elements:

Alternative Conceptual Plans

- Identify potential alternatives to meet the requirements established in the previous task.
- Participate in a two day on-site design charrette working directly with the design team and client to develop alternatives for site configuration and general building design. During this on-site process, alternatives will be reviewed by the user staff. Based on review comments, selected alternatives will be refined and presented for review. A final review meeting will result in a selected Conceptual Plan(s).

- The site layouts will be developed with emphasis on:
  - Circulation patterns for vehicles, equipment, materials and personnel which will provide the most efficient, cost effective, and safest maintenance operation.
  - Ingress and egress routes which maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
  - Site area relationships. Include operator facilities, service and clean, administrative center, maintenance facilities, vehicle parking and bad order parking, employee and visitor parking, and shipping and receiving.
- The facility layouts will emphasize:
  - Circulation patterns for vehicles, equipment, materials and personnel and their relation to site circulation patterns.
  - Functional area relationships both between the various areas and between workstations within each area.
  - Efficient industrial work flow, supervision, and safety.
- Assist in developing an initial cost estimate based on the selected Conceptual Plan.

Maintenance Equipment

- MFC will provide City and/or Design Team staff with existing equipment inventory forms.
- MFC will inventory existing shop equipment by functional area. Include description, quantity, manufacturer, model number, utility requirements and condition. Indicate which items are recommended for reuse.
- MFC will prepare a preliminary equipment manual in an interactive PDF. The manual will include five sections.
  - Equipment list including new and existing equipment (existing equipment data provided by City) with the following information:
    - Item number and description
    - Quantity
    - Cost per unit
    - Size
    - Structural impact
  - Electrical Utility Requirements matrix
  - Mechanical Utility Requirements matrix
  - Equipment cutsheets
  - Manufacturing/Engineering data

Schematic Design Quality Control

- Coordinate operational and equipment related functional requirements during development of the Schematic Design. Items to be addressed include:

- Clearances shown in building sections.
- Modifications to the Concept Design due to structural/architectural requirements.
- General pit design and access requirements.

- Review the site and facility layouts for compliance with the operational/maintenance concepts.

Deliverables:

- Alternative Site and Facility Sketches.
- Existing Equipment Inventory Forms.
- Preliminary Maintenance Equipment Manual.
- Quality Control Review Comments.

Estimated Travel: One person, 2 days for on-site design session.

TASK C: Design Development

Objective: To ensure that the requirements for maintenance operations and equipment are appropriately addressed in Design Development.

Work Elements:

Maintenance Equipment: The type, quantity, location, and utility requirements of maintenance equipment is critical to the design of the maintenance facility. MFC will:

- Develop initial maintenance equipment. Layouts will be prepared in AutoCad on backgrounds provided by the architect. All functional areas identified in the equipment list to be included.
- Update Equipment Manual as necessary to reflect Owner comments and equipment layouts.
- Update maintenance equipment layouts incorporating client and design team input received during the review session.
- Develop draft specifications for approximately 50 maintenance equipment items. Coordinate format with architectural/engineering specifications. These draft specifications are to be reviewed by the various design team disciplines during the construction document phase to insure coordination between equipment and utility requirements. ***Note that the following items are not included as maintenance equipment items: compressed air system components (i.e. compressor, dryer, hose reels, filter, regulator, lubricator); lubrication system components (i.e. pumps, tanks, hose reels); fuel system components (i.e. storage tanks, monitoring systems, pumps, dispensers); and vehicle exhaust system components.***

Design Development Quality Control

- Coordinate operational and equipment related functional requirements for human engineering and building systems and components including architectural, structural, mechanical, electrical, and plumbing. Items to be addressed include:
  - Structural details for maintenance pits, vehicle lifts, and cranes.
  - Lubrication and compressed air system requirements.

  - Waste fluids, hazardous waste, and spill containment requirements.
  - Vehicle exhaust location and configuration.
- Review architectural and engineering (civil, structural, mechanical, electrical, plumbing) design for compliance with the approved design criteria, operational/maintenance concepts, and maintenance equipment requirements.

Deliverables:

- Preliminary Maintenance Equipment Layout Drawings.
- Updated Maintenance Equipment Manual.
- Draft Equipment Specifications.
- Quality Control Review Comments.

Estimated Travel: None.

TASK D: Construction Documents

Objective: To ensure that the functional and equipment requirements are appropriately addressed in the Contract Documents.

Work Elements:

Maintenance Equipment

- Finalize maintenance equipment layout. All functional areas identified in the equipment list to be included.
- Finalize specifications for approximately 50 equipment items.
- Prepare final equipment manual.

Construction Document Quality Control

- Coordinate operational and equipment related functional requirements for human engineering and building systems and components including architectural, structural, mechanical, electrical, and plumbing. Items to be addressed include:
  - Final coordination of utility requirements for all maintenance equipment.
- Review architectural and engineering (civil, structural, mechanical, electrical, plumbing) design for compliance with the approved design criteria, operational/maintenance concepts, and maintenance equipment requirements.

Deliverables:

- Equipment Layout Drawings.
- Equipment Specifications.
- Final Equipment Manual
- Quality Control Review Comments.

Estimated Travel: One 2 day trip for review and coordination.

TASK E: Bidding and Construction Related Services

Objective: To ensure that the facility and equipment is built and installed properly as specified.

Work Elements:

Bidding

- Review and respond to bidder's questions and requests for substitutions related to maintenance equipment specified by MFC.
- Prepare addendum items to clarify the intent of the bid documents related to maintenance equipment.
- Assist in the review of equipment bids for specification compliance.

Construction

- Review and respond to contractor's submittals (shop drawings, product literature, operation and maintenance manuals) on maintenance equipment.
- Review and respond to requests for clarification from the contractor.
- Review and respond to requests for change orders and assist in the preparation of change orders for MFC specified equipment items as necessary.
- Monitor installation, checkout, and testing of maintenance equipment specified.
- Prepare record drawings of the equipment layout sheets.

Deliverables:

- Written Response to Questions during Bidding.
- Addendum Items, as necessary.
- Response to Submittals.
- Written Response to Requests for Clarification, as necessary.

Estimated Travel: None.

OPTIONAL TASK

Work Elements:

Maintenance Equipment

- MFC will inventory existing shop equipment by functional area. Include description, quantity, manufacturer, model number, utility requirements and condition. Indicate which items are recommended for reuse.

Deliverables:

Estimated Travel: None: would be completed during Schematic Design Trip.

March 9, 2016
Revised March 15, 2016

Adam Siros
APMI, Inc.
8300 N. Hayden Road
Scottsdale, AZ 852582481

RE: Proposal for Geotechnical Investigation
Core Services Maintenance Facility
West Route 66
Flagstaff, AZ
Proposal No. 56642SFr

Dear Mr. Siros:

We are pleased to provide our cost estimate to conduct a geotechnical investigation at the above referenced site that will satisfy site development and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of the construction of five pre-engineered metal structures, a masonry wash facility and a single story masonry administration building. All structures are assumed to be slab-on-grade with above ground storage tanks and canopy for the fueling station. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will be landscaped or paved to support moderate passenger and heavy truck traffic. Landscaped areas will be utilized for storm water retention and disposal.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. To help provide additional information regarding the depth of rock and excavation conditions across the site and within utility right-of-ways, we propose to supplement the borings with the addition of test pits excavated with a rubber-tired backhoe. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered.

We presently anticipate performing the following:

- Drilling a total of 10 structural borings at the pre-engineered structures to depths of 10 to 15 feet below existing ground surface, or refusal, whichever comes first.
- Drilling a total of 2 structural borings at the wash facility to depths of 10 to 15 feet below existing ground surface, or refusal, whichever comes first.
- Drilling a total of 4 structural borings at the administration building to depths of 15 to 20 feet below existing ground surface, or refusal, whichever comes first.
- Drilling a total of 10 shallow borings for pavement design parameters to depths of 3 to 5 feet below existing ground surface, or refusal, whichever comes first.

- Excavating 8 test pits along utility corridors to depths of 10 feet below existing ground surface, or refusal, whichever comes first.
- Coring the pavement along Business 40 in 3 locations to determine pavement and base course thicknesses
- Perform shallow percolation testing in four locations, during the test pit phase of the investigation, to provide design information for low impact development (LID) basins.
- Add Alternate – If underground storage tanks will be utilized, perform rock coring at the fueling station to a depth of 15 feet below existing ground surface.

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

1. Design data, allowable bearing pressure and depth, for shallow spread footings.

2. Alternate foundation systems and design data, if indicated by soil conditions.

3. Settlement estimate for each foundation system considered.

4. Lateral pressures on temporary and permanent retaining and foundation walls.

5. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.

6. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.

7. Pavement design to provide economy and adequate service.

8. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.

9. Local excavation and trenching conditions and stability considerations.

10. Slope requirements for cut and fill stability, both temporary and permanent.

11. Suitability of subsoils to permit dissipation of storm water.

12. Potential corrosiveness of subsoil materials and procedures to minimize the effects thereof.

13. Discussions of any unusual design or construction consideration which may be indicated by site conditions encountered.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof for any additional design work requested. We propose to provide the design services set forth herein for the following not-to-exceed amounts, which includes all testing, engineering and reimbursable expenses, 2 hard copies of the report and an electronic pdf format file to be

emailed upon request. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of $25.00 per report.

Option	Description	Fee	
Base Investigation	Drilling and Test Pits	$28,950.00	Accept ❒ Decline ❒
Add Alternate	Coring at Fueling Station	$2,100.00	Accept ❒ Decline ❒

The not-to-exceed amounts included in this proposal allow for three 2 hour meetings by the project manager. The amounts indicated do not include delays in the field not caused by Speedie and Associates and its subcontractor or client meetings, additional consultation or other services not specifically stated in this proposal.

Speedie & Associates is committed to providing a high level of service to its clients, according to their needs. If some portion of this proposal does not meet the current needs or desires of APMI, the design team or the City of Flagstaff, Speedie & Associates is willing to consider appropriate modifications, subject to the standards of care which we adhere to as professionals. We stand ready to discuss any proposed modifications to the scopes outlined above. Modifications in the scope, methodology, or other terms and conditions may result in changes in the estimated fees and changes in the risks which the owner will necessarily assume.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please attached it to your standard sub-consultant contract and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES

Clay W. Spencer, R.G.

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

ENGINEERING SERVICES

2015 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	$ 130.00
Project Manager	100.00
Sr. Geologist/Engineer	100.00
Project Engineer/Geologist	90.00
Environmental Specialist	85.00
Special Inspector (Architectural)	85.00
Special Inspector (Structural/Geotechnical)	75.00
Staff Engineer/Geologist	75.00
Sr. Engineering Technician	65.00
Draftsman	60.00
Materials Testing Technician	50.00
Clerical/Administrative	45.00

REIMBURSABLE EXPENSES
Light Truck Mileage Rate: $0.50 per mile
The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS
On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES
Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES
The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

EXPERT WITNESS
Deposition and testimony; 4-hour minimum, $250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

Initials _____
Initials _____

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

Initials _____
Initials _____

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to $50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

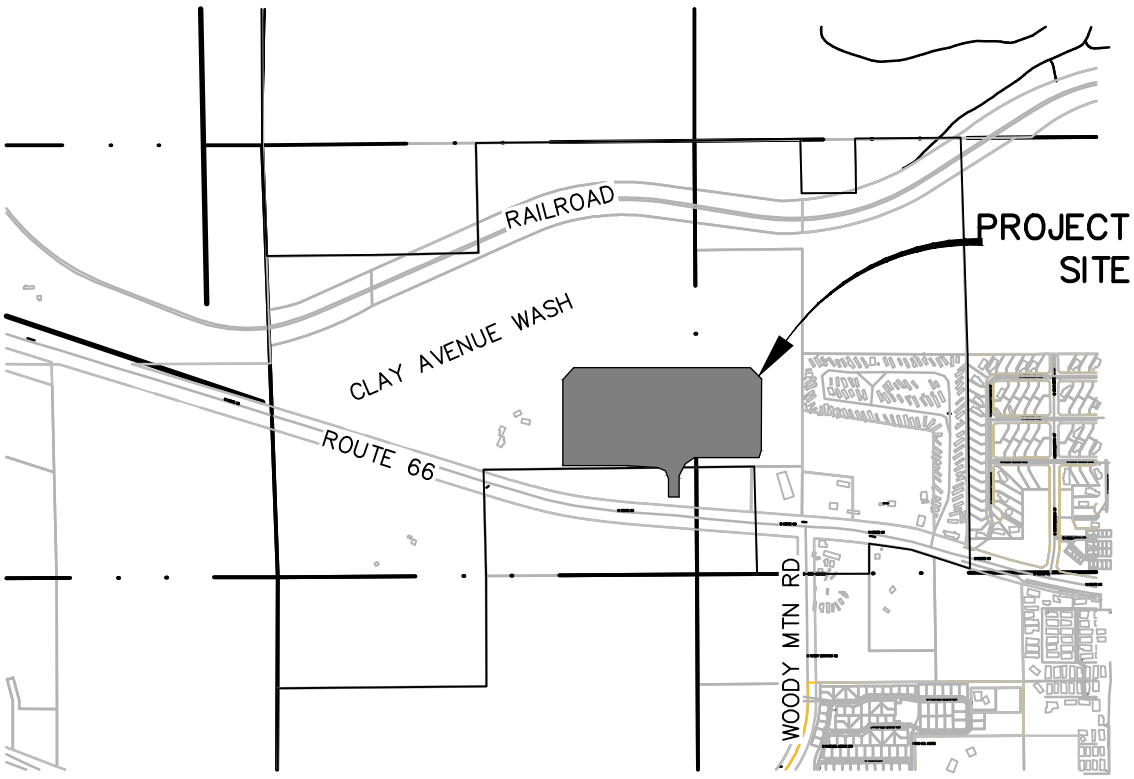
11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.

Initials _____
Initials _____

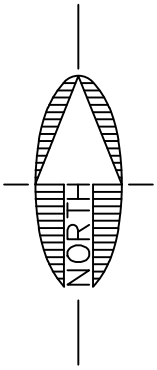
CITY OF FLAGSTAFF
PUBLIC WORKS YARD

A PORTION OF SECTION 19,
TOWNSHIP 21 NORTH,RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



VICINITY MAP

N.T.S.



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	14065
DATE	APR 15
SCALE	NTS
DRAWN	TRL
DESIGN	SCI
CHECKED	GEC

CORE MAINTENANCE FACILITY — FLAGSTAFF ARIZONA

SITE PLAN
DRAINAGE REPORT
VICINITY MAP

SHEET 1 OF 1

PLOTTED: May 04, 2015–8:24pm
FILE: P:\2014\14065\Drawings\Site Plans\Drainage\VIC–MAP–14065.dwg SCI–C3D14

LANDSCAPE SYMBOLS:

- EXISTING PINE TO REMAIN
- ~~EXISTING OAK TO REMAIN~~
- AUSTRIAN PINE, (PINUS NIGRA), 6'-0" MIN. HEIGHT
- MAPLE (ACER X FREEMANALI), 2" DIAMETER
- HONEY LOCUST (GLEDITSIA TRIACANTHUS INERMIS, 2" DIAMETER)
- ASPEN (POPULUS TREMULOIDES), 2" DIA. MULTITRUNK
- PROVIDE MIX OF APACHE PLUME (FALLUGIA PARADOX); JUNIPER (JUNIPERUS); OREGON GRAPE HOLLY (MAHONIA AQUIFOLIUM); AND CLIFFROSE (COWANIA MEXICANA); 5 GALLON CONTAINERS
- ~~PROVIDE MIX OF WOOLY YARROW (ACHILLEA TOMENTOSA); BLUE RUG JUNIPER (JUNIPERUS HORIZONTALIS); HONEY SUCKLE (LONICERA); CREEPING MAHONIA (MAHONIA REPENS); SPRING CINQUE FOIL (POTENTILLA TABERNAEMONTANI) PROVIDE TWO 1 GALLON CONTAINERS PER SYMBOL~~
- HYDROSEED NATURAL WILDFLOWER AND GRASS MIX OVER SCARIFIED EARTH
- DARK BROWN DECOMPOSED GRANITE
- NATURAL AREA PRESERVED AS RESOURCE

LIGHTING SYMBOLS:

- A POLE MOUNT, 20' HEIGHT, NARROW SPECTRUM AMBER LED, DIMMABLE
- B WALL MOUNT, NARROW SPECTRUM AMBER LED, DIMMABLE
- C SOFFIT MOUNT, NARROW SPECTRUM AMBER LED, DIMMABLE
- D POLE MOUNT @ 16' HEIGHT (2ND HEAD) TASK LIGHTING, WHITE LED

LIGHTING NOTES

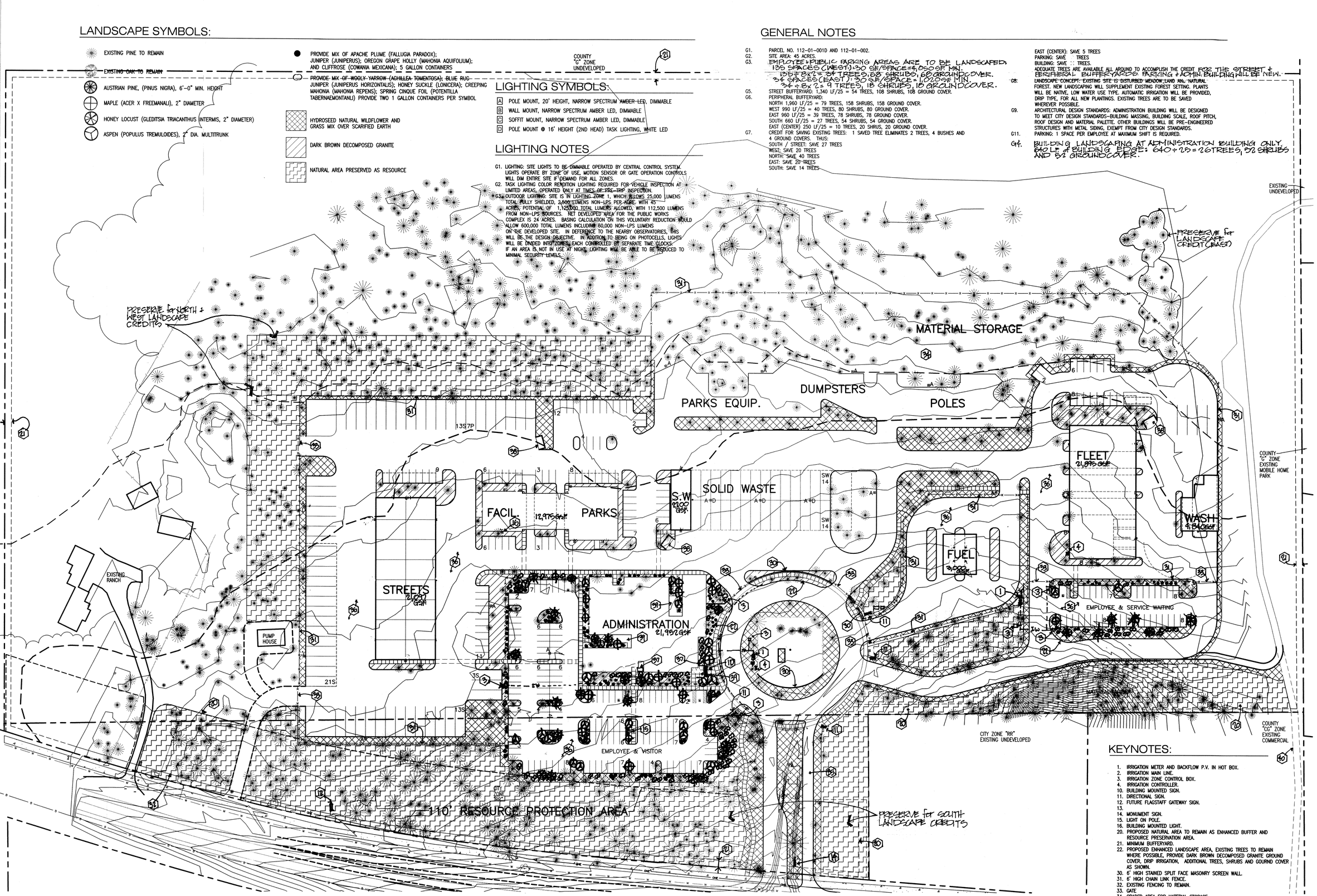
G1. LIGHTING: SITE LIGHTS TO BE DIMMABLE OPERATED BY CENTRAL CONTROL SYSTEM. LIGHTS OPERATE BY ZONE OF USE, MOTION SENSOR OR GATE OPERATION CONTROLS WILL DIM ENTIRE SITE IF DEMAND FOR ALL ZONES.

G2. TASK LIGHTING COLOR RENDITION LIGHTING REQUIRED FOR VEHICLE INSPECTION AT LIMITED AREAS, OPERATED ONLY AT TIMES OF PRE-TRIP INSPECTION.

G3. OUTDOOR LIGHTING: SITE IS IN LIGHTING ZONE 1, WHICH ALLOWS 25,000 LUMENS TOTAL FULLY SHIELDED, 2,500 LUMENS NON-LPS PER ACRE WITH 45 ACRES, POTENTIAL OF 1,125,000 TOTAL LUMENS ALLOWED, WITH 112,500 LUMENS FROM NON-LPS SOURCES. NET DEVELOPED AREA FOR THE PUBLIC WORKS COMPLEX IS 24 ACRES. BASING CALCULATION ON THIS VOLUNTARY REDUCTION WOULD ALLOW 600,000 TOTAL LUMENS INCLUDING 60,000 NON-LPS LUMENS ON THE DEVELOPED SITE. IN DEFERENCE TO THE NEARBY OBSERVATORIES, THIS WILL BE THE DESIGN OBJECTIVE. IN ADDITION TO BEING ON PHOTOCELLS, LIGHTS WILL BE DIVIDED INTO ZONES, EACH CONTROLLED BY SEPARATE TIME CLOCKS. IF AN AREA IS NOT IN USE AT NIGHT, LIGHTING WILL BE ABLE TO BE REDUCED TO MINIMAL SECURITY LEVELS.

GENERAL NOTES

G1. PARCEL NO. 112-01-001D AND 112-01-002.
G2. SITE AREA: 45 ACRES.
G3. EMPLOYEE + PUBLIC PARKING AREAS ARE TO BE LANDSCAPED.
135 SPACES (WEST) : 30 SF/SPACE = 4,050 SF MIN.
125 ÷ 8x2 = 31 TREES, 62 SHRUBS, 62 GROUNDCOVER.
34 SPACES (EAST) : 30 SF/SPACE = 1,020 SF MIN.
34 ÷ 8x2 = 9 TREES, 18 SHRUBS, 18 GROUNDCOVER.
G5. STREET BUFFERYARD: 1,340 LF/25 = 54 TREES, 108 SHRUBS, 108 GROUND COVER.
G6. PERIPHERAL BUFFERYARD:
NORTH 1,960 LF/25 = 79 TREES, 158 SHRUBS, 158 GROUND COVER.
WEST 990 LF/25 = 40 TREES, 80 SHRUBS, 80 GROUND COVER.
EAST 990 LF/25 = 39 TREES, 78 SHRUBS, 78 GROUND COVER.
SOUTH 660 LF/25 = 27 TREES, 54 SHRUBS, 54 GROUND COVER.
EAST (CENTER) 250 LF/25 = 10 TREES, 20 SHRUS, 20 GROUND COVER.
G7. CREDIT FOR SAVING EXISTING TREES: 1 SAVED TREE ELIMINATES 2 TREES, 4 BUSHES AND 4 GROUND COVERS. THUS:
SOUTH / STREET: SAVE 27 TREES
WEST, SAVE 20 TREES
NORTH: SAVE 40 TREES
EAST: SAVE 20 TREES
SOUTH: SAVE 14 TREES
EAST (CENTER): SAVE 5 TREES
PARKING: SAVE TREES
BUILDING: SAVE ::: TREES.
ADEQUATE TREES ARE AVAILABLE ALL AROUND TO ACCOMPLISH THE CREDIT FOR THE STREET + PERIPHERAL BUFFERYARDS. PARKING + ADMIN. BUILDING WILL BE NEW.
G8. LANDSCAPE CONCEPT: EXISTING SITE IS DISTURBED MEADOW LAND AN, NATURAL FOREST. NEW LANDSCAPING WILL SUPPLEMENT EXISTING FOREST SETTING. PLANTS WILL BE NATIVE, LOW WATER USE TYPE. AUTOMATIC IRRIGATION WILL BE PROVIDED, DRIP TYPE, FOR ALL NEW PLANTINGS. EXISTING TREES ARE TO BE SAVED WHEREVER POSSIBLE.
G9. ARCHITECTURAL DESIGN STANDARDS: ADMINISTRATION BUILDING WILL BE DESIGNED TO MEET CITY DESIGN STANDARDS—BUILDING MASSING, BUILDING SCALE, ROOF PITCH, ROOF DESIGN AND MATERIAL PALETTE. OTHER BUILDINGS WILL BE PRE-ENGINEERED STRUCTURES WITH METAL SIDING, EXEMPT FROM CITY DESIGN STANDARDS.
G11. PARKING: 1 SPACE PER EMPLOYEE AT MAXIMUM SHIFT IS REQUIRED.
G4. BUILDING LANDSCAPING AT ADMINISTRATION BUILDING ONLY.
640 LF of BUILDING EDGE: 640 ÷ 25 = 26 TREES, 78 SHRUBS AND 52 GROUNDCOVER.



KEYNOTES:

1. IRRIGATION METER AND BACKFLOW P.V. IN HOT BOX.
2. IRRIGATION MAIN LINE.
3. IRRIGATION ZONE CONTROL BOX.
4. IRRIGATION CONTROLLER.
10. BUILDING MOUNTED SIGN.
11. DIRECTIONAL SIGN.
12. FUTURE FLAGSTAFF GATEWAY SIGN.
13.
14. MONUMENT SIGN.
15. LIGHT ON POLE.
16. BUILDING MOUNTED LIGHT.
20. PROPOSED NATURAL AREA TO REMAIN AS ENHANCED BUFFER AND RESOURCE PRESERVATION AREA.
21. MINIMUM BUFFERYARD.
22. PROPOSED ENHANCED LANDSCAPE AREA, EXISTING TREES TO REMAIN WHERE POSSIBLE, PROVIDE DARK BROWN DECOMPOSED GRANITE GROUND COVER, DRIP IRRIGATION, ADDITIONAL TREES, SHRUBS AND GOURND COVER AS SHOWN.
30. 6' HIGH STAINED SPLIT FACE MASONRY SCREEN WALL.
31. 6' HIGH CHAIN LINK FENCE.
32. EXISTING FENCING TO REMAIN.
33. GATE
34. GRADED AREA FOR MATERIAL STORAGE.
35. ASPHALT DRIVE.
36. ASPHALT PAVING
37. BIKE PARKING.
38. DUMPSTER ENCLOSURE.
39. OUTDOOR SEATING AREA.
40. FUTURE FUTS TRAIL

1 LANDSCAPE & LIGHTING PLAN
SCALE: 1" = 60'-0"

JWA
REGISTERED ARCHITECT CERTIFICATE NO. 18474 TIMOTHY C. WHITESIDE Signed ARIZONA, U.S.A.
PRELIMINARY
JOHNSON WALZER ASSOCIATES LLC, 17 NORTH SAN FRANCISCO STREET, SUITE 3A, FLAGSTAFF, ARIZONA 86001 (928) 779-0470

McALLISTER RANCH PUBLIC WORK YARD
FLAGSTAFF, ARIZONA

PROJECT: 14019
SCALE: SEE DRAWING
DRAWN BY: TJodie
CHECKED BY: TW
DATE: MARCH 2015

TITLE: LANDSCAPE SITE PLAN

AS1.0a
LANDSCAPE

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Betsy Emery, Open Space Specialist
Co-Submitter:	Nicole Woodman, Sustainability Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Acceptance of Grant Funding: Arizona State Parks FY 2016 Recreational Trails Program Grant for Picture Canyon.

RECOMMENDED ACTION:

Authorize acceptance of grant funding from Arizona State Parks Recreational Trails in the amount of $74,446, with a City match in the amount of $35,168.

Executive Summary:

On April 7, 2015, City Council adopted Resolution 2015-09, approving a grant application to offset the significant costs associated with trail construction, signage, and restoration projects with a $74,446 grant from Arizona State Parks. Staff recommends that Council authorize the Supplemental Work Order #11-049 – RTP 471510 in order to complete extensive access and infrastructure improvements at Picture Canyon Natural and Cultural Preserve. These improvements support the City's requirements as defined in Resolution 2012-12 to protect cultural sites at the Preserve.

Financial Impact:

The grant award is in the amount of $74,446. The City's match of $35,168 is comprised of $32,000 from the Flagstaff Area National Monuments and $3,168 in staff time. The total project cost is $109,614. For FY2016, this project budget will be covered by the open space maintenance program budget in account 214-06-170-0665-0. This project will be included in the FY2017 recommended budget in the Sustainability and Environmental Management Fund.

Connection to Council Goal and/or Regional Plan:

Below are the Council goals. Only list those that relate to this agenda item; REMOVE ALL OTHERS.

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
6) Provide a well-managed transportation system
7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

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, City Council adopted Resolution 2011-22 supporting the preservation of Picture Canyon. On April 3, 2012, Council adopted Resolution 2012-12 to reclassify Picture Canyon for conservation purposes and adopt a cultural resource management policy. On June 5, 2012, Council approved the submission of the Arizona State Parks Growing Smarter grant to acquire land at Picture Canyon. On October 16, 2012, Council approved the Growing Smarter grant agreement and accepted the grant funding to purchase the parcels. On July 15, 2014, Council adopted Resolution 2014-29 in support of dedicating two trails in Picture Canyon Natural and Cultural Preserve as the "Tom Moody Trail" and "Don Weaver Trail". On April 7, 2015, Council adopted Resolution 2015-09 approving a grant application in the amount of $74,446 to the Arizona State Parks Recreational Trails Program Grant Fund. A Master Interagency Services/Intergovernmental Agreement between the City of Flagstaff and Arizona State Parks was approved by Council on January 4, 2011.

Options and Alternatives:

Option A – Accept grant funding in the amount of $74,446 from the Arizona State Parks to be used on infrastructure and access improvement projects at Picture Canyon Natural and Cultural Preserve.

Option B – Do not accept grant funding in the amount of $74,446 from the Arizona State Parks to be used on infrastructure and access improvement projects at Picture Canyon Natural and Cultural Preserve.

Background/History:

Picture Canyon is a natural and cultural amenity for northern Arizona because it provides critical riparian habitat, a popular recreation corridor, and home to over 125 northern Sinagua petroglyph panels. Community efforts to protect Picture Canyon began decades ago. On June 7, 2011, the City Council adopted Resolution 2011-22 supporting the preservation of Picture Canyon. In August 2011, the Open Spaces Commission made a recommendation to City Council to approve the use of $2.389 million from the 2005 Voter approved Open Space bond funds for the acquisition of Picture Canyon. In April 2012, the State Land Commissioner ordered that Picture Canyon be reclassified as suitable for conservation purposes. On June 5, 2012, Council approved the submission of the Arizona State Parks Growing Smarter grant to acquire land at Picture Canyon. On September 20, 2012, the Arizona State Parks Board awarded the City of Flagstaff $2.389 million to acquire parcels 113-06-004 and 113-06-003 ("Picture Canyon") for conservation purposes. On October 16, 2012, the Council approved the Growing Smarter grant agreement and accepted the grant funding to purchase the parcels. 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 makers and educational signs. In particular, constructing usable and identifiable trails with help concentrate visitor use and reduce negative impacts on sensitive archaeological resources.

Expanded Financial Considerations:

If this grant funding is not approved, using City funds, these projects will need to be phased in given the City's limited financial resources.

Community Benefits and Considerations:

Improving the trail system at Picture Canyon Natural and Cultural Preserve by constructing and maintaining trails, naturalizing roads, and installing trail markers and educational signs will improve visitor experiences at Picture Canyon. Additionally, these projects will provide an opporutnity for members of the Flagstaff community and visitors to Flagtaff 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 Open Spaces Commission, Historic Preservation Commission, State Historic Preservation Office, Arizona State Museum, and Arizona State Parks.

Expanded Options and Alternatives:

Option A – Accept grant funding in the amount of $79,998 from the Arizona State Parks to be used on infrastructure and access improvement projects at Picture Canyon Natural and Cultural Preserve.

Option B – Do not accept grant funding in the amount of $79,998 from the Arizona State Parks to be used on infrastructure and access improvement projects at Picture Canyon Natural and Cultural Preserve.

Attachments: Master Interagency Services/Intergovernmental Agreement
Supplemental Work Order #11-049 - RTP 471510

	INTERGOVERNMENTAL AGREEMENT Between Arizona State Parks And City of Flagstaff	ASP No.: PR11-049	
		City No.	
		Re: Trails Development, Maintenance and Support	
		ASP Issued: 11/05/10	Page 1 to 10

I. PARTIES TO THIS AGREEMENT

A. This Intergovernmental Agreement, herein referred to as an "Agreement" or "IGA", is made and entered into between the following parties:

1. Arizona State Parks, acting for and on behalf of Arizona State Parks Board, hereafter referred to as "ASP",
2. City of Flagstaff, hereinafter "City", and
3. Together, these entities shall be identified as the "Party" or "Parties".

II. AUTHORITY

A. General:

A.R.S. § 11-952 authorizes public agencies to enter into Intergovernmental Agreements for the joint exercise of common powers.

B. Specific:

1. Arizona State Parks Board:
   a. A.R.S. §41-511.04(A)(6) authorizes ASP to enter into Agreements with the City for the development and protection of trails.
   b. A.R.S. §41-511.05(2) authorizes ASP to enter into Agreements with the City to perform duties.
   c. A.R.S. § 41-511.22 (A)(4) and (5) authorizes State Parks to provide direction in developing, operating, maintaining, and enhancing trails.
2. City of Flagstaff:
   a. Flagstaff City Charter Article I, Section 3 and A.R.S. § 11-952.

III. PURPOSE

The purpose of this Agreement is to further the development and maintenance of motorized and non-motorized trails and support facilities for the benefit of the public and provide opportunities to educate the public concerning safe, responsible recreation practices. This Agreement will allow both agencies to share expertise and resources toward that purpose.

IV. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

A. Both the City and the ASP derive mutual benefit from the enhancement of recreational resources and opportunities on public lands in and around the City of Flagstaff and the State of Arizona.

B. The ASP administers pass through funds through the State Parks Resource and Public Programs Section for development and maintenance of motorized and non-motorized trails and support facilities.

C. These funds enhance the mutual objectives of the City and the ASPB.

D. Both the City and the ASP promote safe, responsible recreation practices and environmental protection.

V. RESPONSIBILITIES

A. The City shall:

1. Use the Work Order Form in Attachment A, to propose motorized and non-motorized trail projects in response to project solicitation announcements by State Parks.
2. Cooperate with State Parks, federal partners, and interested users in providing training, workshops, and distribution of materials that promote safe, responsible recreation practices and environmental protections.

3. Provide documentation of compliance with the National Environmental Policy Act and Section 106 or State Historic Preservation Office requirements when required.
4. Guarantee matching contributions through any combination of in-kind labor, donations of labor or materials, or cash as required.
5. Identify a Project Coordinator for each project who will be responsible for completing the work specified in the Work Order and insuring safe work conditions as required by the City and State laws.
6. Acknowledge the source of project funds and display any such signage provided as appropriate.
7. Present required project closeout documentation, photographs, and invoice to State Parks within 30-calendar days of the completion of a project.

B. ASP shall:

1. Accept and process motorized and non-motorized project proposals for review and funding consideration.
2. Consult with the City regarding project specifications and desired outcomes.
3. Negotiate and execute a Work Order with the City according to the format in Attachment A to this Agreement based on the project proposal.
4. Provide opportunities and materials to educate the public on safe, responsible recreation practices and environmental protection.
5. Review and approve all materials to be printed for public distribution with project funds prior to printing.
6. Administer funds awarded to the City and make disbursements according to the terms of the Work Order.

VI. CONTACTS

For Arizona State Parks
Project Manager
Robert Baldwin
State Grant Coordinator
Arizona State Parks
1300 West Washington
Phoenix, AZ 85007
Phone: 602-542-7130
FAX: 602-542-4180
Email: rbaldwin@azstateparks.gov

Contract Administration
Contract Officer
Business Services Unit
Arizona State Parks
1300 West Washington
Phoenix, AZ 85007
Phone: 602-542-6937
FAX: 602-542-6949
Email: mfernandez@azstateparks.gov

For City of Flagstaff
Project Manager
Martin Ince
Planner
City of Flagstaff
211 West Aspen Ave
Flagstaff, AZ 86001
Phone: 928-226-4850
Fax: 928-779-7696
Email: mince@flagstaffaz.gov

Grants Administration
Grants Manager
Stacey Brechler-Knaggs
City of Flagstaff
211 West Aspen Ave
Flagstaff, AZ 86001
Phone: 928-213-2227
Fax: 928-779-7696
Email: sknaggs@flagstaffaz.gov

VII. WORK ORDERS

A. Each Work Order in Attachment A will reference this Agreement Number (PR11-049 IGA) and include as a suffix with a distinct project number.

B. Prior to commencement of any work, Parties will negotiate and agree upon the terms of the Work Order. Each Work Order must be reviewed and execution approved by an authorized representative for the City and the ASP.

C. All proposed projects must be within the scope of this Agreement. A Work Order must include all of the following: project title, detailed project description, special conditions that apply to the specific Work Order, project completion date and term of public use, agency contacts, and funding specifics. Refer to Attachment A Work Order.

D. Work may not begin until the Work Order has been fully executed by authorized representatives of both Parties.

E. A fully executed Work Order may only be modified through written consent of the Parties.

VIII. FINANCE

A. Each project shall be addressed during the negotiation of the Financial Plan for each Work Order.

B. Funds provided under this Agreement will not be used for any direct or indirect administrative costs.

C. The source of funding for a project will be selected based on the scope of the project and eligibility under the selected program. Funding sources currently include the Off-Highway Vehicle Recreation Fund, the federal Recreational Trails Program, the federal Land and Water Conservation Fund, and the State Lake Improvement Fund and may include other funds that are apportioned to State Parks for distribution to improve recreational opportunities and facilities or conserve natural resources.

D. Refer to General Terms and Conditions, Non-availability of Funds.

IX. DURATION, TERMINATION AND DISPOSAL OF PROPERTY, IF ANY

A. Duration: This Agreement is entered into and is effective as of the date of last signature to this Agreement and continue for (5) years from that date. This Agreement shall be reviewed every (5) years and automatically be extended unless amended or terminated.

B. Termination: This Agreement may be terminated at any time by mutual consent of all Parties or can be terminated by either Party by giving (60) days written notice to the other Party.

C. Default: In the event that either party is in default of its obligations under this Agreement, and such default shall continue un-remedied for a period of 30-calendar days after written notice thereof, the other party to this Agreement (in addition to any other remedies existing at law or in equity) may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this Agreement.

D. Disposal of Property:

All equipment purchased with funds designated for trail projects shall remain in use by the Parties to this Agreement until the equipment is replaced or surplused. In the event that one of the signatories to this Agreement withdraws from the Agreement, any equipment purchased under this Agreement for the Program shall remain the property of the remaining, participating agency.

X. IT IS MUTUALLY UNDERSTOOD THAT

A. The Parties recognize and encourage a continued commitment to the enhancement and protection of the natural resources of the State of Arizona as well the goals of public recreation.

B. This Agreement establishes an enduring basis for cooperation and assistance between the Parties to achieve common statewide goals and objectives that are sensitive to our natural resources.

XI. GENERAL TERMS AND CONDITIONS

A. Amendment: This Agreement may be amended only in writing by the Parties hereto.

B. Arbitration: The Parties agree to use arbitration to resolve disputes arising out of this Agreement to the extent required by A. R. S. § 12-1518.

C. Arizona Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

D. Equal Opportunity/Non-Discrimination: The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

E. Governor's Cancellation: All Parties are put on notice that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

F. Immigration Compliance: All Parties shall comply with all applicable federal immigration laws, Governor's Executive Order 2005-30, eVerify A.R.S. § 41-4401, and any successor statutes.

G. Indemnification:

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, City shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless City of Flagstaff and the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of *City's* contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of

the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

H. Insurance

***Insurance Requirements* for Governmental Parties to an IGA:** None.

***Insurance Requirements* for Any Contractors Used by a Party to the Intergovernmental Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

   a. **Commercial General Liability – Occurrence Form**

   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Fire Legal Liability $ 50,000
   - Each Occurrence $1,000,000

   (1) The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

   (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   (2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. **Automobile Liability**

   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   (1) The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards,***

commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease - Each Employee	$ 500,000
Disease - Policy Limit	$1,000,000

(1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(2) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. <u>ADDITIONAL INSURANCE REQUIREMENTS</u>: The policies are to contain, or be endorsed to contain, the following provisions:

a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.

b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) Party to the Agreement.

3. <u>NOTICE OF CANCELLATION:</u> Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona State Parks, 1300 W. Washington, Room 220, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

4. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer

insolvency.

5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

   All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

   All certificates required by this Contract shall be sent directly to **Arizona State Parks, 1300 W. Washington, Room 220, Phoenix, AZ 85007.** The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

7. **APPROVAL:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

8. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply

9. **COMPLIANCE:** All work done pursuant to this Agreement must be in compliance with all applicable state and federal laws and regulations. In the event of any conflict, the provisions of federal laws and regulations shall control.

10. **SUB-CONTRACTS:**

    a. Sub-contracts awarded to accomplish approved project work shall incorporate, by reference, in each sub-contract the provisions of this Agreement. The City recognizes that sub-contract as stated in this section is any contract or Agreement that we enter into as a result of any funds received under this Agreement. The City shall bear full responsibility for acceptable performance subject to the limitations of this Agreement, including Refer to General Terms and Conditions Section.

    b. The City shall pay any claim of a sub-contractor or other employed individual performing work on this project for services pursuant to this Agreement when

due. If the City is subject to A.R.S §34-221, payment is due when required pursuant to A.R.S. §34-221.

c. Any personal services contract for employment by the City shall be in writing and shall contain a provision whereby a person so employed or with whom a sub-contract has been entered, acknowledges that the State of Arizona and the ASP shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such sub-contract.

d. In the event that it applies, the Parties agree to comply with all State and Federal nondiscrimination orders and statues as may apply, including the Governor's Executive Order No. 99-4, entitled "Prohibition of Discrimination in State Contracts - Non-Discrimination in Employment by Government Contractors and Subcontractors."

I. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the PARTIES.

J. Non-availability of Funds.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by either of the Parties at the end of the period for which funds are available. No liability shall accrue to that Party in the event this provision is exercised, and that Party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

K. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations and individuals.

L. Records: Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this Agreement. Such records shall be reproduced as designated by the State of Arizona.

	INTERGOVERNMENTAL AGREEMENT Between Arizona State Parks And City of Flagstaff	ASP No.: PR11-049	
		City No.	
		Re: Trails Development, Maintenance and Support	
		ASP Issued: 11/05/10	Page 9 to 10

XII. SIGNATURE AUTHORITY:

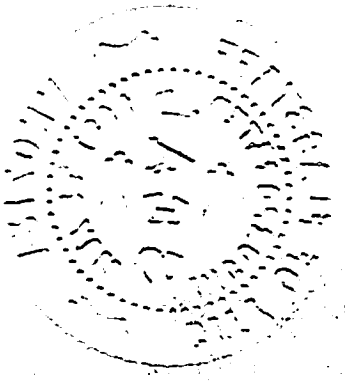
A. This Agreement is entered into and is effective as of the date of the last signature to this Agreement and appropriate action pursuant to A.R.S. § 11-952(F).

B. By signing below, the signer certifies the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.

C. This Agreement may be executed in counterpart.

RESERVED FOR ARIZONA STATE PARKS	RESERVED FOR CITY OF FLAGSTAFF
Signature 1/20/11 Date	Signature 1/7/11 Date
Renee Bahl, Executive Director Typed Name and Title	Kevin Burke, City Manager Typed Name and Title
Arizona State Parks Board Entity Name	City of Flagstaff Entity Name
1300 W. Washington Address	211 West Aspen Ave Address
Phoenix, AZ 85007 City State Zip	Flagstaff, AZ 86001 City State Zip

RESERVED FOR THE ATTORNEY GENERAL	RESERVED FOR CITY CLERK
Attorney General has been reviewed pursuant to A.R.S. 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General. **Dated this** 9th **day of** November, **2010** *TERRY GODDARD* The Attorney General	**Attest:** City Clerk 1-7-11 Date Approved as to Form:
Assistant Attorney General Signature	City of Flagstaff Attorney Signature
BLANK	**RESERVED FOR THE RECORDERS OFFICE**



ATTACHMENT A

WORK ORDER NO. _____
Under
MASTER AGREEMENT PR11-049
Between
ARIZONA STATE PARKS
And
CITY OF FLAGSTAFF ("City")

(NOTE: This Project Agreement shall be completed and approved by authorized signature of the Parties prior to start of work.)

1. **Project Title:** ____

2. **Detailed Project Description:** (If more space is needed, attach as a separate document with the following information included as a minimum.)

    1. Location of project(s):
    2. Project description:
    3. Contracted work:
    4. Other conditions:
    5. Special Conditions:

3. **Term of Project(s):**

4. **Agency Contacts:**

    The following is a list of agency contact personnel with responsibility for local administration of this Project Agreement: (List name, address, phone number, email)

City Project Manager	State Parks Grants Manager
Name: Address: Phone: Email:	Name: Address Phone: Email:

5. **Financial Plan:** A financial plan must be developed under this Work Order and will become a part of this Work Order. The plan will include: cost estimates for specific project work and a total project cost; the source of project funds not covered by the awarded project allocation; a description of how and when funds will be advanced or reimbursed; and required documentation supporting the use of project funds.

6. **Assurances:**

    AUTHORIZED REPRESENTATIVES. By signing, the Parties certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this Agreement.

7. **THE PARTIES HERETO** have executed this Work Order under the terms of Agreement.

CITY OF FLAGSTAFF	ARIZONA STATE PARKS
Kevin Burke, City Manager, Date	Director or Designee, Arizona State Parks Date

SUPPLEMENTAL WORK ORDER

Supplemental WORK ORDER # 11-049 - RTP 471510

To Master Interagency Services Agreement No. 11-049

ASP Tracking No. 471510

Between City of Flagstaff and Arizona State Parks

NOTE: This Supplemental Work Order shall be completed and approved by authorized signatures of the Parties prior to beginning work or incurring any expenses. The Master Interagency Services Agreement No. 11-049 must be in effect for this Supplemental Work Order to be enforceable. The terms of this work order cannot exceed the terms of the master agreement.

I. Project Title: Picture Canyon Trail System Improvement Project

II. Detailed Project Description:

a. Type of Project – Recreational Trails Program – Diverse Portion

b. Work to be performed

The City of Flagstaff will improve the trail system at Picture Canyon Natural and Cultural Preserve. Funds will be used to improve 3 miles of the Tom Moody Trail utilizing a conservation corps and volunteers. The project will install a gate to prevent unauthorized use, install several trail signs and, interpretive panels, and educate users of what the trail has to offer. City will also be constructing a secondary trailhead using asphalt millings. The trail will concentrate use and mitigate damage at one of the petroglyph panels, and be constructed in partnership with the National Park Service.

All correspondence regarding the changes to the original applications for this project are incorporated as reference.

c. Location of Project

- Picture Canyon Natural and Cultural Preserve

d. Estimated Project Cost. (see Attachment B for detailed expenses)

(A) Trail Maintenance	$5,700
(B) Mitigate and Restore Damage	$12,820
(C) Develop Support Facilities	$13,578
(D) Construct New Trails	$47,500
(E) Signage	$23,393
(F) Coordinated Volunteerism	$945
(G) Maps and Trail Information	$2,510
(H) Promote Regional Planning	$2,376
(I) Enforce Rules and Regulations	$792
Total	$109,614

e. Description of source(s) and amounts for match requirements as applicable.

- City of Flagstaff will use staff time, equipment, supplies and volunteers as match in the amount of $35,168. A minimum match of $4,500 is required for the Recreational Trails Program.

f. Other Conditions

- City of Flagstaff shall monitor the location of the two new trail segments for cultural resources during construction activities
- City of Flagstaff will treat invasive plant species within the project limits prior to construction activities.
- City of Flagstaff shall be responsible for obtaining all applicable permits and clearances associated with the implementation of this project.

III. Special Conditions

The City of Flagstaff agrees to permanently and publicly acknowledge the federal Recreational Trail Program funding that assisted project accomplishments. At a minimum, this acknowledgment shall include the following: "This project was financed in part by a grant from the federal Recreational Trails Program administered by the Arizona State Parks." This acknowledgment shall appear on primary and secondary trailhead signs and printed brochures. State Parks will provide an appropriate logo.

IV. Term (length) and dates of Project: This work order will expire 36 months after the date of the final signature on this work order. City of Flagstaff will maintain the completed project and keep it available for public use for twenty-five years from the certified date of completion. The period of public use may be altered due to natural disaster or obsolescence. City of Flagstaff will provide periodic self-certification compliance reports as requested by State Parks.

V. Completion Reports/Accountability:

- The Agency Contact will provide quarterly status reports by the end of the month following each calendar quarter. See Attachment A.
- Upon completion of the project City of Flagstaff shall submit:
  (1) a "Final Accomplishment Report" (see Attachment A) describing the work / major accomplishments completed;
  (2) maps and/or before and after photos that effectively illustrate the accomplishments;
  (3) a notarized statement on agency letterhead (sample to be provided) certifying that the project has been completed as proposed; and
  (4) an accounting of the materials/equipment purchased, labor and contracted costs, and value of volunteer time (at $18/hr. or market value) and donated materials (at market value). State Parks will provide final reimbursement accounting forms.

VI. Agency Contacts:

The following is a list of agency contact personnel with responsibility for local administration of this Supplemental Work Order.

Arizona State Parks

Mickey Rogers, Grants Program Manager
Arizona State Parks
23751 N 23rd Ave, Suite 190
Phoenix, AZ 85085
602. 542.6942
mrogers@azstateparks.gov

City of Flagstaff

Betsy Emery, Open Space Specialist
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
928.213.2685
bemery@flagstaffaz.gov

Stacey Brechler-Knaggs, Grants Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

VII. Funding:

- State Parks will provide funds from the federal Recreational Trails Program toward the eligible project costs in an amount up to $74,446.
- City of Flagstaff will provide a minimum of 5.7% of match for each reimbursement request.
- City of Flagstaff will submit documentation [a request for reimbursement request] on forms provided by State Parks at least quarterly by the end of each month following the date of project execution.
- Project funds will be reimbursed within 60 days of receipt of reimbursement request form and required documentation. Ten percent (10%) of the granted amount will be retained pending receipt of the completion reports and documents specified in Item V.
- Item costs listed under Section II.d, are estimated project costs.
- No indirect cost (burden) will be assessed on the funds awarded for this project.

VIII. Federal / State Grant Provisions

The federal and state grant provisions identified as Attachment C are incorporated as part of this Supplemental Work Order.

The Participants hereto have executed this Supplemental Work Order.

For Arizona State Parks Board

Sue Black
Executive Director

Signature or designee Date

For City of Flagstaff

Josh Copley
City Manager

Signature Date

ATTACHMENT A

Arizona State Parks
Status / Final Accomplishment Report
RTP Diverse Projects

Task/Work Order Number: 471510 Report Date: _____

Project Title: **Picture Canyon Trail System Improvement**

Description of Completed Work / Major Accomplishments
For Status Report include anticipated completion date. For Final Report include completion date.
Other Comments (e.g., Problems Encountered and Solutions to Problems)

Pictures and report may be emailed to: mrogers@azstateparks.gov

Prepared By: _____

Job Title: _____

ATTACHMENT C

Grant Project Title: Picture Canyon Trail Improvement Project

Funding Agency: Arizona State Parks, Recreational Trails Program (Diverse Portion)

CFDA Number: 20.219

Grant Agreement No.: PR11-049

Supplemental Work Order No.: 11-049-RTP 471510

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions:

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest
The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or
(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights
Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties
Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in
Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors
The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records
Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and
transcriptions.

STATE - GRANT PROVISIONS

Contracts and Subcontracts
All Contractors and Subcontractors of funds through the Recreational Trails Program (RTP) must comply with applicable Federal laws, regulations, and Executive Orders and shall be in accordance with Federal regulations found in 49 CFR 18.
Contracts and Subcontracts awarded to accomplish approved project work shall incorporate, by reference, in each contract and subcontract the provisions of the Arizona State Parks Grant Intergovernmental Agreement Number PR11-049 for the Trails Development, Maintenance and Support .
The Contractor shall bear full responsibility for acceptable performance under all subcontracts.
The Contractor shall pay any claim of a subcontractor or other employed individual performing work on this project for services pursuant to this agreement when due. The Contractor is subject to A.R.S. §34-221, and payment is due when required pursuant to A.R.S. §34-221.
The Contractor shall indemnify and hold the State of Arizona and the Board harmless from any claim for

services pursuant to this agreement, or damages relating thereto, of a subcontractor or other employed individual performing work on this project.
Any subcontract for employment by the Contractor shall be in writing and shall contain a provision whereby a person so employed or with whom a subcontract has been entered, acknowledges that the State of Arizona and the Arizona State Parks Board shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such subcontract.

Fund Source Recognition
This project is financed in part with a grant number PR11-049 from the federal Recreational Trails Program administered by the Arizona State Parks.

Compliance
Non-Discrimination-Employment. The Contractor agrees to comply with the provisions of Executive Order Number 99-4, issued by the Governor of the State of Arizona relating to nondiscrimination in employment, which, by reference, is incorporated herein and becomes a part of the Agreement.
Records Retention and Audits. Complete financial records and all other documents pertinent to this contract shall be retained by the Contractor and made available to City of Flagstaff Staff and Arizona State Parks Staff, if requested, for review and/or subject to audit purposes for a period of for five (5) years after project closure.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Randy Whitaker, Project Manager
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Consideration and Possible Adoption of Ordinance No. 2016-10: An ordinance authorizing the acquisition and dedication of certain real property as a public right-of-way for the construction of permanent ADA ramps associated with the crosswalks on Fourth Street at Third Avenue and at Dortha Ave. ***(Acquisition of property for ADA ramps on Fourth Street Project)***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-10 by title only for the final time
2) City Clerk reads Ordinance No. 2016-10 by title only for the final time (if approved above)
3) Adopt Ordinance No. 2016-10 Read Ordinance

Executive Summary:

This property acquisition will allow for the construction of two (2) pedestrian ramps on the east side of Fourth Street at Third Avenue and at Dortha Ave to replace the temporary ramps that are currently in place . The title reports and appraisals have been ordered and staff is in contact with the property owners.

Financial Impact:

There is approximately 570 combined square-feet of fee title property and a temporary construction easement that will need to be acquired from two (2) separate parcels.

There is $412,060 in the FY15/16 Transportation Tax Program budget (account 040-05-112-3313-6) that has been used for the construction of the crosswalks and temporary pedestrian ramps. As of January 2016 approximately $250,000 has been encumbered and expended. This account will also be used for the property acquisition.

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.

Has There Been Previous Council Decision on This:

This item was discussed at the September 29, 2015 Council work session and first reading of the ordinance occurred at the March 22, 2016, Regular Meeting.

Options and Alternatives:

Approval of the ordinance will allow for the installation of permanent pedestrian ramps.

Rejection of the ordinance will not allow the City to acquire the necessary property rights needed to construct the permanent pedestrian ramps.

Background/History:

The project has been in development since 2009 with a study led by the consultant, Otak Incorporated.

On April 15, 2014 the results were presented to City Council and direction was given to provide two (2) pedestrian crosswalks. Staff was also directed by council to talk with property owners regarding a sidewalk on the east side of Fourth Street and develop a study for the Sixth/Seventh Avenue traffic coordination.

In the summer of 2014 temporary crosswalks were placed on Fourth Street at Third Avenue and at Dortha Ave. Pre-crosswalk installation and post-crosswalk pedestrian counts were taken along Fourth Street. The decision was made to place permanent crosswalks at the temporary locations.

At a September 29, 2015 Council Work Session it was discussed that property acquisition would be required for the permanent ramps on the east side of Fourth Street. Staff was directed to proceed with the acquisition of the property required for ADA compliant ramps.

Key Considerations:

The crosswalks have been constructed and temporary ramps placed at both locations. The clouded areas on the attached ramp drawing will be the location of the permanent ramps. At Third Avenue the City will move a driveway south approximately 20-feet which will require the temporary construction easement.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Allows for installation of permanent ramps for the crosswalks on Fourth Street to replace the temporary ramps.

Community Involvement:

Inform: A Fourth Street open house was held on November 19, 2015 at 11:00 and 6:00 at the Aquaplex. There were no objections to crosswalks and pedestrian ramps on Fourth Street by the visitors to the open house.

Attachments: Ord. 2016-10
Exhibit A Ordinance
Ramp Drawing

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY AS A PUBLIC RIGHT-OF-WAY FOR CONSTRUCTION OF PEDESTRIAN RAMPS ON FOURTH STREET AT THIRD AVENUE AND AT DORTHA AVENUE AND DESIGNATING THE REAL PROPERTY AS PUBLIC RIGHT-OF-WAY

RECITALS:

WHEREAS, the Flagstaff City Council considered the Fourth Street enhancement project on September 29, 2015; and

WHEREAS, the City has identified the real property identified in Exhibit "A" as an appropriate component of the City's surface transportation system, and, more specifically, the real property is required for construction of pedestrian ramps located on Fourth Street at Third Avenue and at Dortha Avenue; and

WHEREAS, the City of Flagstaff ("City") has an interest in planning, developing, and maintaining an adequate infrastructure system, including a surface transportation system to meet the needs of the community; and

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

ENACTMENTS:

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

SECTION 1: That the City requires the property specifically described in Exhibit "A" for public right-of-way located on Fourth Street at Third Avenue and at Dortha Avenue;

SECTION 2 That City staff is hereby authorized to acquire the property described in Exhibit "A" for use as right-of-way. Staff may exercise the City's right to condemn property for public use to acquire this property.

SECTION 3: That the City Manager, the City Attorney, the City Clerk, the Finance Director, the Assistant to the City Manager for Real Estate, or their delegees or agents, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

SECTION 4: That if any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the City Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5: That 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 5th day of April, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel described as Parcel No. 107-14-005B on Page 6 of 12 in Instrument No.3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, described as follows:

COMMENCING for reference at the southwest corner of said parcel on the east line of 4th Street;

Thence North 00°31'08" West, 222.69 feet along the west line of said parcel and the east line of 4th Street to the POINT OF BEGINNING;

Thence continuing North 00°31'08" West, 30.00 feet along the west line of said parcel and the east line of 4th Street;

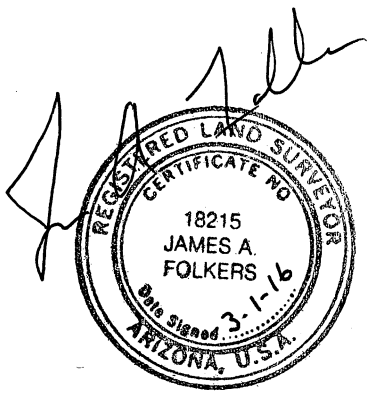
Thence North 89°28'52" East, 10.00 feet;

Thence South 00°31'08" East, 30.00 feet;

Thence South 89°28'52" West, 10.00 feet to the POINT OF BEGINNING.

CONTAINING 300 square feet (0.01 acres), more or less.

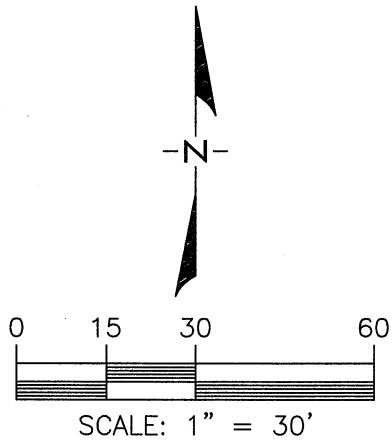
SUBJECT to easements and other encumbrances of record.



EXPIRES 12-31-2017

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 115801

EXHIBIT "A-1"



3

SUNNYSIDE
BLOCK 3

2

1

PARCEL
107-14-005B
INST. NO.
3652734

NEW ROW

L2

L1

L3

L4

SHADED AREA
CONTAINS 300 S.F.

P.O.B.

3RD AVE

4TH STREET

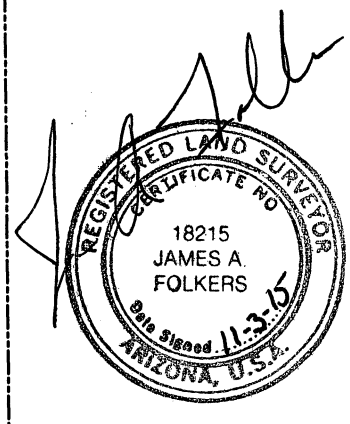
N0°31'08"W
222.69'

8

SUNNYSIDE
BLOCK 4

7

LINE	DISTANCE	BEARING
L1	30.00'	N0°31'08"W
L2	10.00'	N89°28'52"E
L3	30.00'	S0°31'08"E
L4	10.00'	S89°28'52"W



DRAWN BY:	RRW
DATE:	10/30/15
FN:	ROW Legals
PROJECT NO.:	115801

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE:(928)774-4636 FAX:(928)774-4646

4TH STREET CROSSWALKS
PARCEL 107-14-005B

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel described in Exhibit "1" in Instrument No. 3392299, Records of Coconino County, Arizona, situated in the northwest quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, described as follows:

BEGINNING at the northwest corner of said parcel, on the easterly line of 4th Street;

Thence North 89°38'20" East, 9.00 feet along the north line of said parcel and the easterly line of 4th Street;

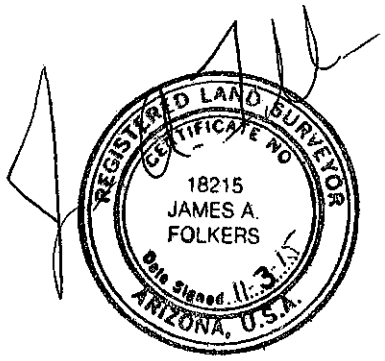
Thence South 00°56'15" East, 29.91 feet;

Thence South 89°03'45" West, 9.00 feet to a point on the west line of said parcel and said east line of 4th Street;

Thence North 00°56'15" West, 30.00 feet along the west line of said parcel and said east line of 4th Street to the POINT OF BEGINNING.

CONTAINING 270 square feet (0.01 acres), more or less.

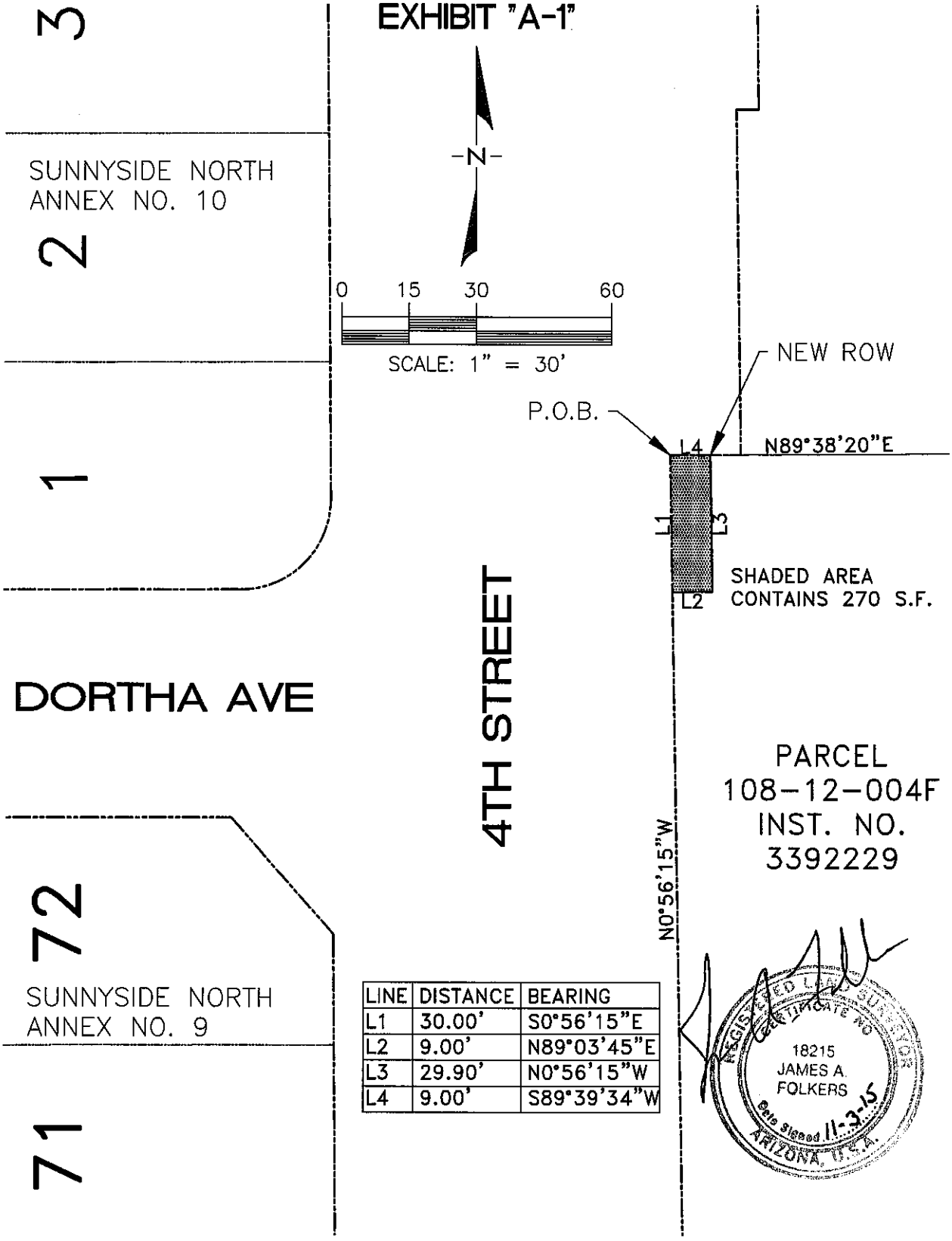
SUBJECT to easements and other encumbrances of record.



EXPIRES 12-31-2017

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 115801

EXHIBIT "A-1"



LINE	DISTANCE	BEARING
L1	30.00'	S0°56'15"E
L2	9.00'	N89°03'45"E
L3	29.90'	N0°56'15"W
L4	9.00'	S89°39'34"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18215
JAMES A.
FOLKERS
Date Signed 11-3-15
ARIZONA, U.S.A.

DRAWN BY: RRW	WOODSON ENGINEERING AND SURVEYING, INC. 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE:(928)774-4636 FAX:(928)774-4646	4TH STREET CROSSWALKS PARCEL 108-12-004F
DATE: 10/30/15		
FN: ROW Legals		
PROJECT NO.: 115801		

EASEMENT BOUNDARY DESCRIPTION

A portion of that parcel described as Parcel No. 107-14-005B on Page 6 of 12 in Instrument No.3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, described as follows:

COMMENCING for reference at the southwest corner of said parcel on the east line of 4th Street;

Thence North 00°31'08" West, 182.69 feet along the west line of said parcel and the east line of 4th Street to the POINT OF BEGINNING;

Thence continuing North 00°31'08" West, 40.00 feet along the west line of said parcel and the east line of 4th Street;

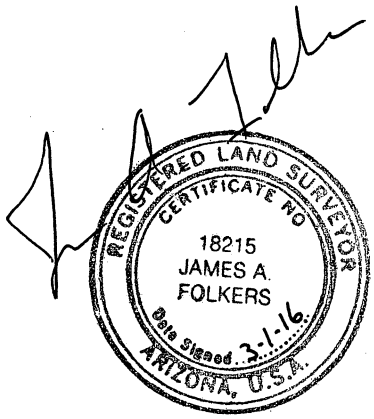
Thence North 89°28'52" East, 20.00 feet;

Thence South 00°31'08" East, 40.00 feet;

Thence South 89°28'52" West, 20.00 feet to the POINT OF BEGINNING.

CONTAINING 800 square feet (0.02 acres), more or less.

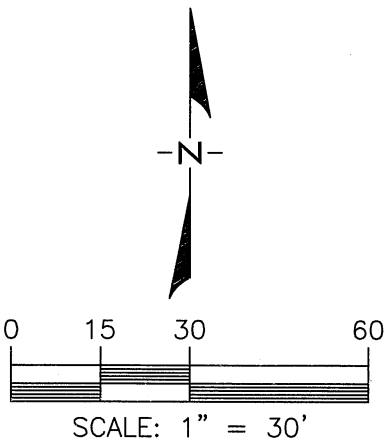
SUBJECT to easements and other encumbrances of record.



EXPIRES 12-31-2017

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 115801

EXHIBIT "A-1"



3

SUNNYSIDE
BLOCK 3

2

1

PARCEL
107-14-005B
INST. NO.
3652734

N0°31'08"W

NEW TCE

L2

L1

L3

L4

4TH STREET

3RD AVE

SHADED AREA
CONTAINS 800 S.F.

P.O.B.

182.69'

8

SUNNYSIDE
BLOCK 4

7

LINE	DISTANCE	BEARING
L1	40.00'	N0°31'08"W
L2	20.00'	N89°28'52"E
L3	40.00'	S0°31'08"E
L4	20.00'	S89°28'52"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO
18215
JAMES A.
FOLKERS
Date Signed 11-3-15
ARIZONA, U.S.A.

DRAWN BY: RRW	WOODSON ENGINEERING AND SURVEYING, INC. 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE:(928)774-4636 FAX:(928)774-4646	4TH STREET CROSSWALKS PARCEL 107-14-005B
DATE: 10/30/15		
FN: ROW Legals		
PROJECT NO.: 115801		

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel described as Parcel No. 107-14-005B on Page 6 of 12 in Instrument No.3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, described as follows:

COMMENCING for reference at the southwest corner of said parcel on the east line of 4th Street;

Thence North 00°31'08" West, 222.69 feet along the west line of said parcel and the east line of 4th Street to the POINT OF BEGINNING;

Thence continuing North 00°31'08" West, 30.00 feet along the west line of said parcel and the east line of 4th Street;

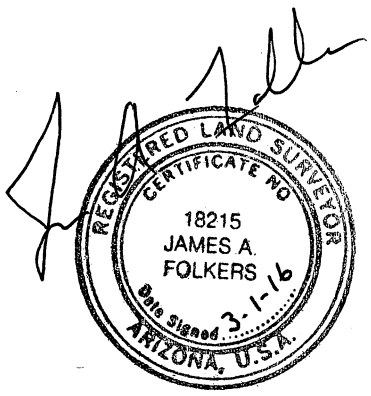
Thence North 89°28'52" East, 10.00 feet;

Thence South 00°31'08" East, 30.00 feet;

Thence South 89°28'52" West, 10.00 feet to the POINT OF BEGINNING.

CONTAINING 300 square feet (0.01 acres), more or less.

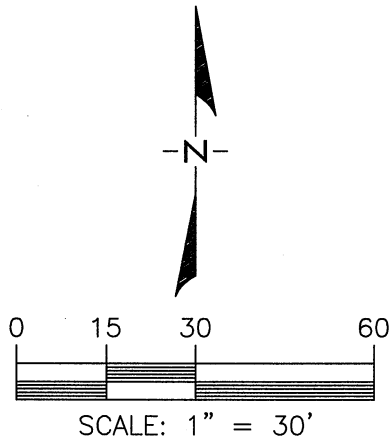
SUBJECT to easements and other encumbrances of record.



EXPIRES 12-31-2017

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 115801

EXHIBIT "A-1"



3

SUNNYSIDE
BLOCK 3

2

1

PARCEL
107-14-005B
INST. NO.
3652734

NEW ROW

L2

L1

L3

L4

SHADED AREA
CONTAINS 300 S.F.

P.O.B.

3RD AVE

4TH STREET

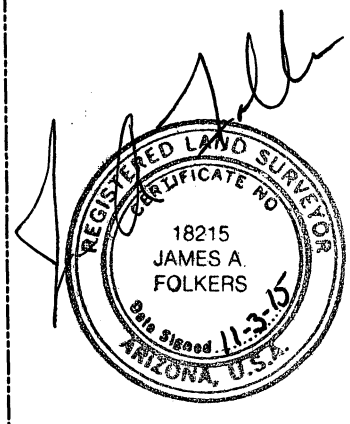
N0°31'08"W
222.69'

8

SUNNYSIDE
BLOCK 4

7

LINE	DISTANCE	BEARING
L1	30.00'	N0°31'08"W
L2	10.00'	N89°28'52"E
L3	30.00'	S0°31'08"E
L4	10.00'	S89°28'52"W



DRAWN BY:	RRW
DATE:	10/30/15
FN:	ROW Legals
PROJECT NO.:	115801

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE:(928)774-4636 FAX:(928)774-4646

4TH STREET CROSSWALKS
PARCEL 107-14-005B

PROPERTY BOUNDARY DESCRIPTION

A portion of that parcel described in Exhibit "1" in Instrument No. 3392299, Records of Coconino County, Arizona, situated in the northwest quarter of Section 12, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, described as follows:

BEGINNING at the northwest corner of said parcel, on the easterly line of 4th Street;

Thence North 89°38'20" East, 9.00 feet along the north line of said parcel and the easterly line of 4th Street;

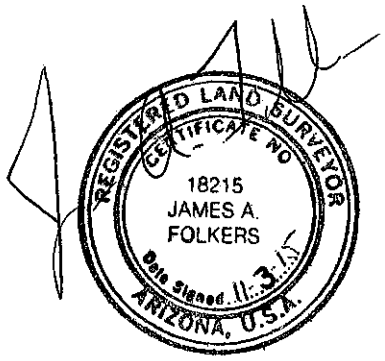
Thence South 00°56'15" East, 29.91 feet;

Thence South 89°03'45" West, 9.00 feet to a point on the west line of said parcel and said east line of 4th Street;

Thence North 00°56'15" West, 30.00 feet along the west line of said parcel and said east line of 4th Street to the POINT OF BEGINNING.

CONTAINING 270 square feet (0.01 acres), more or less.

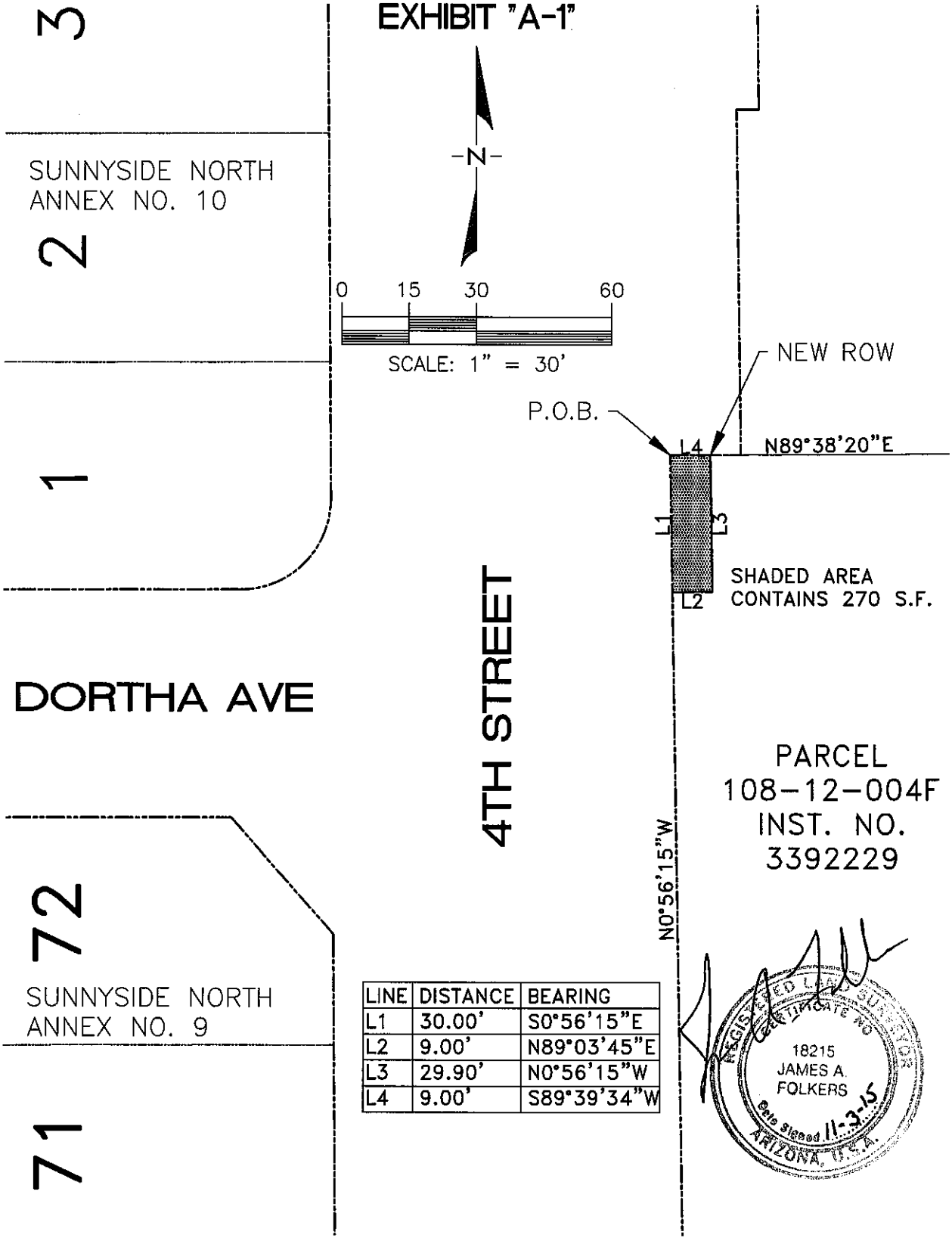
SUBJECT to easements and other encumbrances of record.



EXPIRES 12-31-2017

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 115801

EXHIBIT "A-1"



LINE	DISTANCE	BEARING
L1	30.00'	S0°56'15"E
L2	9.00'	N89°03'45"E
L3	29.90'	N0°56'15"W
L4	9.00'	S89°39'34"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18215
JAMES A.
FOLKERS
Date Signed 11-3-15
ARIZONA, U.S.A.

DRAWN BY: RRW	WOODSON ENGINEERING AND SURVEYING, INC. 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE:(928)774-4636 FAX:(928)774-4646	4TH STREET CROSSWALKS PARCEL 108-12-004F
DATE: 10/30/15		
FN: ROW Legals		
PROJECT NO.: 115801		

EASEMENT BOUNDARY DESCRIPTION

A portion of that parcel described as Parcel No. 107-14-005B on Page 6 of 12 in Instrument No.3652734, Records of Coconino County, Arizona, situated in the northwest quarter of Section 13, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, described as follows:

COMMENCING for reference at the southwest corner of said parcel on the east line of 4th Street;

Thence North 00°31'08" West, 182.69 feet along the west line of said parcel and the east line of 4th Street to the POINT OF BEGINNING;

Thence continuing North 00°31'08" West, 40.00 feet along the west line of said parcel and the east line of 4th Street;

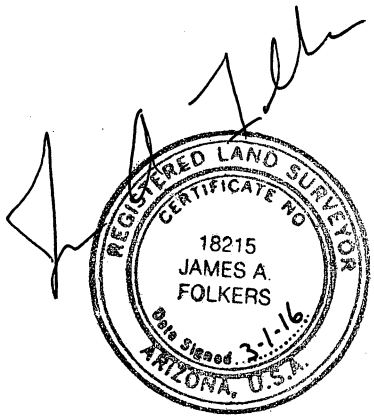
Thence North 89°28'52" East, 20.00 feet;

Thence South 00°31'08" East, 40.00 feet;

Thence South 89°28'52" West, 20.00 feet to the POINT OF BEGINNING.

CONTAINING 800 square feet (0.02 acres), more or less.

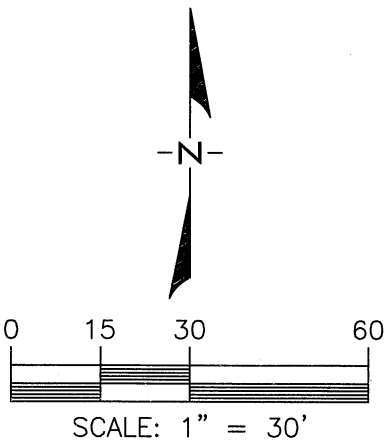
SUBJECT to easements and other encumbrances of record.



EXPIRES 12-31-2017

Prepared by:
James A. Folkers, RLS
Woodson Engineering & Surveying, Inc.
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 115801

EXHIBIT "A-1"



3

SUNNYSIDE
BLOCK 3

2

1

PARCEL
107-14-005B
INST. NO.
3652734

N0°31'08"W

NEW TCE

L2

L1

L3

L4

4TH STREET

3RD AVE

SHADED AREA
CONTAINS 800 S.F.

P.O.B.

182.69'

8

SUNNYSIDE
BLOCK 4

7

LINE	DISTANCE	BEARING
L1	40.00'	N0°31'08"W
L2	20.00'	N89°28'52"E
L3	40.00'	S0°31'08"E
L4	20.00'	S89°28'52"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO
18215
JAMES A.
FOLKERS
Date Signed 11-3-15
ARIZONA, U.S.A.

DRAWN BY: RRW	WOODSON ENGINEERING AND SURVEYING, INC. 124 N. ELDEN ST. FLAGSTAFF, AZ 86001 PHONE:(928)774-4636 FAX:(928)774-4646	4TH STREET CROSSWALKS PARCEL 107-14-005B
DATE: 10/30/15		
FN: ROW Legals		
PROJECT NO.: 115801		

DANDY CURB SACK™
SPECIFICATIONS

NOTE: THE DANDY CURB SACK™ WILL BE MANUFACTURED IN THE U.S.A. FROM A WOVEN MONOFILAMENT FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS:

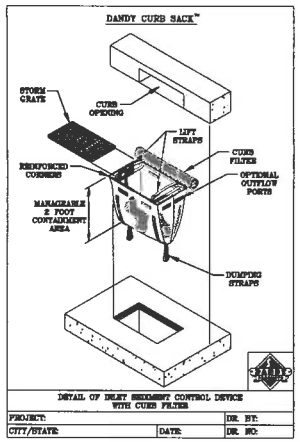
SCRUBAR FLOW DANDY CURB SACK™ (BLACK)

Mechanical Properties	Test Method	Units	Values
Grab Tensile Strength	ASTM D 4632	lbf (N)	1.75 (450) x 1.40 (310)
Grab Tensile Elongation	ASTM D 4632	%	15 x 15
Puncture Strength	ASTM D 4833	lbf (kN)	247 (1100)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	2896 (420)
Trapezoid Tear Strength	ASTM D 4533	lbf (N)	0.27 (1200) x 0.23 (1160)
UV Resistance	ASTM D 4355	%	90
Apparent Opening Size	ASTM D 4751	Mm (US Std Sieve)	0.212 (#70)
Flow Rate	ASTM D 4491	l/min/m² (gal/min/ft²)	3662 (90)
Permittivity	ASTM D 4491	Sec-1	2.50

10-FLOW DANDY CURB SACK™ (DARCY GRANDE)

Mechanical Properties	Test Method	Units	Values
Grab Tensile Strength	ASTM D 4632	lbf (N)	1.80 (480) x 0.60 (260)
Grab Tensile Elongation	ASTM D 4632	%	20 x 20
Puncture Strength	ASTM D 4833	lbf (kN)	240 (900)
Mullen Burst Strength	ASTM D 3786	kPa (psi)	4827 (700)
Trapezoid Tear Strength	ASTM D 4533	lbf (N)	0.61 (115) x 0.53 (75)
UV Resistance	ASTM D 4355	%	90
Apparent Opening Size	ASTM D 4751	Mm (US Std Sieve)	0.6 (#30)
Flow Rate	ASTM D 4491	l/min/m² (gal/min/ft²)	6897 (169)
Permittivity	ASTM D 4491	Sec-1	1.40

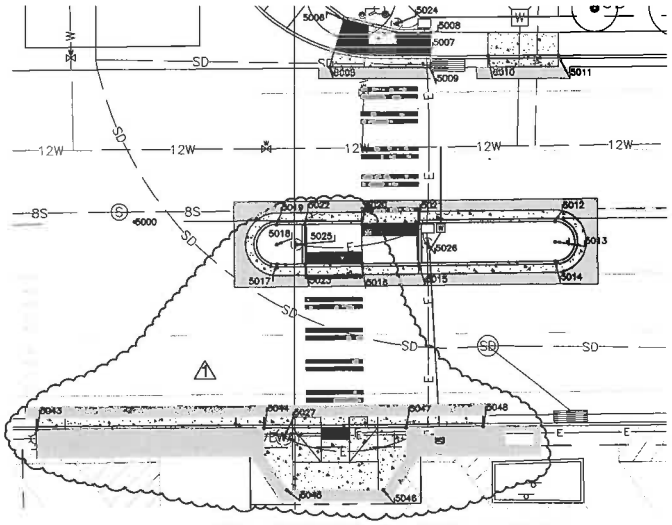
*Note: All Dandy Sacks™ can be ordered with our optional oil absorbent pillows.



DETAIL OF INLET SEDIMENT CONTROL DEVICE WITH CURB FILTER

PROJECT:		DR. BY:
CITY/STATE:	DATE:	DR. NO:

SEDIMENT CONTROL DETAIL



4TH STREET & 3RD AVENUE

SCALE: 1" = 10'

4TH STREET & DORTHA AVENUE

POINT TABLE

POINT NO.	NORTHING	EASTING	DESCRIPTION
5000	11563.18	19992.05	BCHH 3RD
5001	12670.57	19982.12	BCHH SEC COR
5002	14673.30	19969.76	BCHH DORTHA
5005	11597.54	19964.86	GUTTER LIP
5006	11599.89	19956.51	RAMP
5007	11609.29	19958.78	RAMP
5008	11615.29	19958.76	RAMP
5009	11615.29	19964.88	GUTTER LIP
5010	11625.38	19962.84	BACK OF CURB
5011	11637.76	19962.75	BACK OF CURB
5012	11637.15	19991.91	BACK OF CURB
5013	11637.18	19995.41	RADIUS POINT
5014	11637.20	19998.91	BACK OF CURB
5015	11613.20	19999.31	BACK OF CURB
5016	11603.20	19999.38	BACK OF CURB
5017	11588.20	19999.48	BACK OF CURB
5018	11588.18	19995.98	RADIUS POINT
5019	11588.15	19992.48	BACK OF CURB
5020	11603.15	19992.38	BACK OF CURB
5021	11613.15	19992.24	BACK OF CURB
5022	11593.12	19992.45	BACK OF CURB
5023	11593.16	19999.45	BACK OF CURB
5024	11609.30	19957.28	A POLE
5025	11591.68	19995.95	A POLE
5026	11614.68	19995.74	A POLE
5027	11589.38	20029.91	A POLE
5028	14704.06	19945.75	GUTTER LIP
5029	14704.37	19939.03	BACK OF CURB
5030	14706.60	19935.57	RAMP
5031	14710.20	19936.53	RAMP
5032	14714.76	19938.02	RAMP
5033	14719.08	19939.52	RAMP
5034	14719.04	19945.54	GUTTER LIP
5035	14725.61	19972.74	BACK OF CURB
5036	14725.64	19976.24	RAIUS POINT
5037	14725.64	19979.74	BACK OF CURB
5038	14715.68	19979.94	BACK OF CURB
5039	14705.68	19980.04	BACK OF CURB
5040	14705.65	19976.54	RADIUS POINT
5041	14705.61	19973.04	BACK OF CURB
5042	14715.61	19972.94	BACK OF CURB
5043	11545.85	20028.79	BACK OF CURB
5044	11585.85	20028.42	BACK OF CURB
5045	11589.87	20039.40	BACK OF WALK
5046	11606.87	20039.32	BACK OF WALK
5047	11610.85	20028.30	BACK OF CURB
5048	11624.42	20028.08	BACK OF CURB
5049	14698.48	20009.26	BACK OF CURB
5050	14718.48	20008.87	BACK OF CURB
5051	14729.81	20013.64	BACK OF WALK
5052	14717.61	19937.40	A POLE
5053	14704.14	19976.55	A POLE
5054	14717.15	19976.43	A POLE
5055	14702.01	20010.69	A POLE
5056	14719.66	20019.84	BACK OF WALK
5057	14702.66	20020.18	BACK OF WALK

115801

WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4536 FAX: (928) 774-4548

09/02/2015

4TH STREET
IMPROVEMENT PLANS
CONSTRUCTION PLANS

Know what's below. Call before you dig.
Call 811 or visit www.Arizona811.com
File: 08 CONTROL

REVISIONS:
1 CITY ROW REQUEST, 11/02/2015.

EXPIRES 3/31/2018

WOODSON
ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4536 FAX: (928) 774-4548

CONTROL

CONTROL POINTS
3RD AVE & DORTHA

HOR. SCALE: NA
VERT. SCALE: NA
DATE: 5/20/15
PROJECT NO.: 115801
AGENCY NO.: CDF
SHEET NO.: 6 OF 6

DESIGNED BY: RNW
DRAWN BY: RNW
CHECKED BY: RNS

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Human Resources Director

Co-Submitter: Shannon Anderson

Date: 03/30/2016

Meeting Date: 04/05/2016

TITLE:

Consideration of Appointments: City Attorney

RECOMMENDED ACTION:

This action will appoint a City Attorney to oversee the City Attorney's division and supervise the City's legal affairs. The City Council may choose from two options:
Option 1: Appoint an interim City Attorney
Option 2: Appoint a City Attorney through executing an Agreement of Services

Executive Summary:

A City Attorney is needed to make the everyday decisions and provide leadership and continuity to the City Attorney's division.

Article IV, Section 4 of the Charter requires that the Council appoint a City Attorney and both options above would fulfill this requirement.

Financial Impact:

The salary and benefits of this position are currently budgeted.

Connection to Council Goal and/or Regional Plan:

The City Attorney assists City management and City Council in fulfilling the following goals:
1) Invest in our employees and implement retention and attraction strategies

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

Please see option as listed above.
If the City Council chooses option 2 an Agreement for Services will be attached to the final agenda.

Attachments: Agreement

EMPLOYMENT AGREEMENT

This Agreement for Services is made and entered into this 17th day of June 2015, by and between the City of Flagstaff, an Arizona municipal corporation in the City of Flagstaff, County of Coconino, State of Arizona (hereinafter called "The City") and EMPLOYEE NAME (herein called "Employee.")

RECITALS:

WHEREAS, in order to secure the services of the Employee, the City desires to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS, the Employee desires to accept such employment and enter into such Agreement;

NOW, THEREFORE, in consideration of the premises, the agreements and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Employee hereby agree as follows:

1. Agreement to Employ. Upon the terms and subject to the conditions of this Agreement, the City hereby employs the Employee, and the Employee hereby accepts employment by the City.

2. Term of Employment. Position and Responsibilities.

(a) Term of Employment. The City shall employ the Employee for an initial term of one year from MONTH DAY, 2016 and ending on MONTH DAY, 2017. This Agreement shall be automatically renewed on MONTH DAY for successive one-year terms unless the Employer provides notice in writing to the Employee that the Agreement shall not be renewed at least two weeks prior to the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless the Employee voluntarily resigns. The period during which the Employee is employed pursuant to this Agreement shall be referred to as the "Employment Period."

(b) Position and Responsibilities. During the Employment Period, the Employee will serve as City Attorney of the City of Flagstaff. Employee shall perform the functions and duties set forth in Article IV, Section 4 of the Charter of the City of Flagstaff (Exhibit A), and shall perform consistent with federal law, state law and the City Code of Flagstaff. Employee shall perform other legally permissible and proper duties and functions as the City Council shall from time to time assign. The Employee will devote substantially all of his/her skill, knowledge and working time to the conscientious performance of such duties except for reasonable vacation time, absence for sickness, and authorized leaves of absence. To the extent that it does not significantly interfere with the performance of the Employee's duties hereunder, it shall not be a violation of this Agreement for the Employee to (i) serve on civic or charitable boards or committees, (ii) deliver lectures or fulfill speaking engagements at educational institutions, and (iii) provide pro-bono legal services to the Flagstaff community if

such services are covered by an outside provider of professional liability insurance. Employee shall not spend more than ten (10) hours per week in teaching, counseling or other non-Employer connected business without the prior approval of City Council. The Employee represents that he/she are entering into this Agreement voluntarily and that, to the best of his/her knowledge, his/her employment hereunder and compliance by his/her with the terms and conditions of this Agreement will not conflict with or result in the breach of any agreement to which he/she is a party or by which he/she may be bound.

3. Base Salary. As compensation for the services to be performed during the Employment Period by the Employee hereunder, the City will pay the Employee an annual base salary of not less than XX dollars ($XXX,XXX.XX). The City may review Employee's base salary at any time, and may, in its discretion, change such base salary as City deems appropriate, provided, however, that Employee's base salary under this agreement shall not be less than XX dollars ($XXX,XXX.XX). The Employee will also receive increases in pay as provided to other management employees.

4. Employee Benefits. During the Employment Period, Employee and the Employee's dependents are eligible and may participate in Employee benefit programs in accordance with the programs of the City available to employees. Such benefits may include (without limitation) medical, dental, vision, employee assistance programs, accidental death and dismemberment, individual and group life insurance, and other such benefits (sometimes referred to hereinafter as "welfare benefits"). The City may amend its welfare benefit program at any time without limitation in accordance with applicable State and Federal law. Employee shall also be entitled to participate in the Arizona State Retirement System.

5. Perquisites and Expenses.

(a) General. During the Employment Period, the Employee shall be entitled to participate in any special benefit or perquisite program generally available from time to time to employees of the City on the terms and conditions then prevailing under such programs.

(b) Automobile Expense. During the Employment Period, Employee shall receive an automobile allowance in the amount of Three Hundred Fifty and no/100 dollars ($350.00) per month. Employee shall have the right to use a rental vehicle or his/her own vehicle in accordance with the City of Flagstaff Travel Policy.

(c) Business Travel, Lodging, etc. The City, subject to budget constraints, shall reimburse the Employee for reasonable travel, lodging and meal expenses incurred by his/her in condition with his/her performance of services hereunder or professional development, upon submission of evidence, satisfactory to the Employer, of the incurrence and purpose of each such expense.

(d) Professional Dues. The City agrees, subject to budgeting constraints, to budget for and to pay the professional licensing fees, dues and subscriptions of Employee.

(e) Vacation. Employee shall accrue NUMBER (XX) days per year of vacation reflecting MIN NUMBER to MAX NUMBER (XX-XX) years of public service.

(f) Sick Leave. Employee shall be awarded twelve (12) days per year of sick leave and shall have six (6) days credited and available for immediate use.

CITY COUNCIL MAY CHOOSE FROM THE FOLLOWING OPTIONS:

(g) Deferred Compensation for Retirement. In addition to the Employer's payment into the Arizona State Retirement System, Employer agrees to pay $XX annually into the Employee's chosen 457 Deferred Compensation Plan. Such payment will be paid to the Employee as compensation for purposes of determining Employee's income under the Arizona State Retirement System. Such payment will be paid each pay period on a pro-rated basis.

(h) Housing Assistance. The Employer agrees to pay transitional housing assistance of XX dollars ($XX) per month until MONTH DAY, YEAR.

(i) Relocation Assistance. The Employer agrees to reimburse the Employee for moving expenses of household items at the lowest amount of at least three (3) bids not to exceed XX dollars ($XX).

(j) Other.

6. Termination of Employment.

(a) Termination for Cause. The City shall be entitled at any time to terminate Employee's employment with City for Cause. For purposes of this Agreement, the City shall have "Cause" to terminate the Employee's employment as authorized by Article IV of the City Charter. Upon the Employee's Date of Termination for Cause, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. Upon Termination for Cause, the City shall pay to Employee the following amounts:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(b) Termination Due to Death or Disability. The City may terminate this Agreement immediately upon Employee's death or disability. "Disability," for purposes of this Agreement, means a condition that results in benefits to the Employee under any long-term disability arrangement of the City or an Affiliate, or the failure of the Employee to render and perform the services required of his/her under this Agreement, for a total of one hundred and eighty (180) days or more during any consecutive twelve (12) month period, because of any physical or mental incapacity. Upon the Employee's Date of Termination due to his/her death or disability, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. Upon Termination due to Death or Disability, the City shall pay the Employee the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination. If termination is due to death, the amount shall be paid on the next applicable pay period after the Employee's Date of Termination. If termination is due to disability, the amount shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) If termination is due to disability, an amount equal to six (6) months of Base Salary shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(iii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(c) Termination by the City Without Cause. The City may terminate the Agreement without cause by providing Employee with forty-five (45) days written notice of its intent to terminate the Agreement. In the event Employee resigns following a request, whether formal or informal, by at least four (4) members of the City Council that he/she resign, Employee may at his/her option deem himself/herself to be "Terminated without Cause" for purposes of this Agreement. Upon termination of Employee's employment without Cause, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. The City shall pay the Employee, and the Employee shall be entitled to receive, the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) An amount equal to six (6) months of Base Salary shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(iii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination; and

(iv) Insurance coverage for a period of six (6) months following the Employee's Date of Termination.

(d) Voluntary Termination by the Employee. Employee may terminate this Agreement by providing forty-five (45) days written notice of his/her intent to terminate pursuant to this section. Upon voluntary termination by the Employee, the Employment Period will immediately terminate, and all obligations of the City under this Agreement will immediately cease. The City shall pay the Employee, upon the Employee's voluntary termination, the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid on the next applicable after the Employee's Date of Termination; and

(ii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(e) Notice of Termination. Any termination of the Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision of this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated.

(f) "Date of Termination" shall mean (i) if the Employee's employment is terminated by his/her death , the date of his/her death, (ii) if the Employee's employment is terminated by the Employer for Cause, the date on which Cause is determined, (iii) if the Employee's employment is terminated by the Employer Without Cause or voluntarily by the Employee, forty-five (45) days after the date on which Notice of Termination is given, and. (iv) if the Employee's employment is terminated by his/her disability, the date of the Notice of Termination.

7. Performance Evaluation. The City Council shall review and evaluate Employee' performance at least annually. The City shall provide adequate opportunity for Employee to discuss his/her evaluation with the City Council. The City Council shall conclude Employee' review and evaluation no later than MONTH DAY of each year. Employee' review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. The City Council and Employee shall define goals and performance objectives annually, which they determine necessary for the proper operation of the City of Flagstaff and in attainment of the City Council's written policy objectives.

8. Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and all promises, representations, understandings, arrangements and prior agreements relating to such subject matter (including those made to or with the Employee by any other person or entity) are merged herein and superseded hereby.

9. Indemnification and Bonding. The City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the lawful performance of Employee' duties as City Attorney. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

10. Miscellaneous.

(a) Governing Law. This Agreement is governed by and is to be construed, administered, and enforced in accordance with the laws of the State of Arizona, without regard to Arizona conflicts of law principles, except in so far as federal laws and regulations may be applicable. If under the governing law, any portion of this Agreement is at any time deemed to be in conflict with any applicable statute, rule, regulation, ordinance, or other principle of law,

such portion shall be deemed to be modified or altered to the extent necessary to conform thereto or, if that is not possible, to be omitted from this Agreement. The invalidity of any such portion shall not affect the force, effect, and validity of the remaining portion hereof.

(b) Withholding. All payments to be made to the Employee under this Agreement will be subject to required withholding of taxes and other required deductions.

(c) Amendments. No provisions of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is approved in writing by the City and the Employee. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

(e) Notices. Any notice or other communication required or permitted to be delivered under this Agreement shall be (1) in writing, (2) delivered personally, by courier service or by certified or registered mail, first-class postage prepaid and return receipt requested, (3) deemed to have been received on the date of delivery or on the third business day after the mailing thereof, and (4) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate:

(A) if to the City, to it at:

Human Resources Director

211 West Aspen Avenue

Flagstaff, Arizona 86001

(B) if to the Employee, to his/her at

211 West Aspen Avenue

Flagstaff, Arizona 86001

(f) Reimbursement of Expenses in Enforcing Rights. If any action at law or in equity, or any arbitration proceeding is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to other relief so provided.

(g) No General Waivers. The failure of any party at any time to require performance by any other party of any provision hereof or to resort to any remedy provided herein or at law or in equity shall in no way affect the right of such party to require such performance or to resort to such remedy at any time thereafter, nor shall the waiver by any party or a breach of any of the provisions hereof be deemed to be a waiver of any subsequent breach of such provisions. No such waiver shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

(h) Authority. The City represents and warrants that this Agreement has been authorized by all necessary action of the City and is a valid and binding agreement of the City enforceable against them in accordance with its terms.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(j) Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

IN WITNESS WHEREOF, City has duly executed this Agreement by their authorized representatives and the Employee has hereunto set her hand, in each case effective as of the date first above written.

EMPLOYEE NAME

_____

CITY OF FLAGSTAFF

By_____

Jerry Nabours, Mayor

ATTEST:

By_____

City Clerk

APPROVED AS TO FORM:

By_____

NAME, Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Planning Development Manager
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-04: An Ordinance of the City Council of the City of Flagstaff, Amending the Flagstaff Zoning Map to rezone approximately 26.17 acres of real property located on McMillan Mesa, from Suburban Commercial (SC) to Medium Density Residential (MR) for 7.67 acres, from Research and Development (RD) to Medium Density Residential (MR) for 13.66 acres, and from Residential Single-Family (R1) to Public Open Space (POS) for 4.84 acres, and amending to the McMillan Mesa Village Specific Plan to reallocate 192 units from Development Area B to Development Areas C, D1 and D3. ***(McMillan Mesa Village Zoning Map and Specific Plan Amendments)***

RECOMMENDED ACTION:

1) Read Ordinance No. 2016-14 by title only for the final time
2) City Clerk read Ordinance No. 2016-14 by title only (if approved above)
3) Adopt Ordinance No. 2016-14

Executive Summary:

An amendment of the McMillan Mesa Village Specific Plan to transfer approximately 192 dwelling units from Development Area B to Development Areas C, D1 and D3, to amend the development options for Development Area B and to amend the development options for Areas C from Suburban Commercial to Medium Density Residential, and D1 and D3 from Research and Development to Medium Density Residential.

A Concept Zoning Map Amendment request to rezone approximately 7.67 acres from Suburban Commercial (SC) to medium Density Residential (MR), 13.66 acres from Research and Development (RD) to Medium Density Residential and 4.84 acres from Single-family Residential to Public Open Space (POS) located on McMillan Mesa.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2) Provide a well-managed transportation system
3) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

Goal E.1. Increase energy efficiency.
Goal E&C.2. Reduce greenhouse gas emissions.
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.10. Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.
Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.
Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity
for the region.
Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.
Goal ED.9. Promote redevelopment and infill.
Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.
Goal LU.6. Provide for a mix of land uses.
Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Goal T.1. Improve mobility and access throughout the region.

Has There Been Previous Council Decision on This:

The McMillan Mesa Village Specific Plan and subsequent zoning was adopted by Ordinance on December 15, 1992. The McMillan Mesa Village Subdivision developed in compliance with the McMillan mesa Village Specific Plan was recorded on May 30, 2008. First reading of this ordinance took place at the March 22, 2016, Regular Council Meeting.

Options and Alternatives:

1. Approve the ordinance with the proposed conditions.
2. Approve the ordinance with no conditions, additional conditions, or modified conditions
3. Deny the ordinance based on the required findings in Section 10-20.50.040(F)(1)(a) of the Zoning Code

Background/History:

The McMillan Mesa Village Specific Plan was adopted by Ordinance Number 1779 on December 15, 1992. The McMillan Mesa Village Specific Plan establishes the type, location, intensity, and character of development, and the required infrastructure for the area. The plan also shapes development to respond to the physical constraints of the site, coordinates the mix of land use intensities, and provides adequate circulation, open space, recreation and other public uses and facilities. The plan is organized into development areas A through J, which generally corresponds to zoning districts and land use categories. Section V of the plan, which covers development performance standards, establishes the intensity and character of the project development by prescribing development performance standards that are tailored to the unique qualities of the site. All development within McMillan Mesa Village must comply with the Development Performance Standards and Design Guidelines of the private CC&Rs, as well as the applicable provisions of the Zoning Code with the more restrictive code governing.

Key Considerations:

The applicant, MMV Devco LLC, is requesting a Specific Plan Amendment for approximately 46.09 acres to reallocate 192 dwelling units from Development Area B to Development Areas C, D1, and D3, which consists of three separate parcels. The applicant has provided replacement pages for the development areas intended to be amended as part of this request, which are attached to this report. A Concept Zoning Map Amendment is also requested to rezone approximately 13.66 acres from the Research and Development (RD) zone to the Medium Density Residential (MR) zone, 7.67 acres from the Suburban Commercial to the Medium Density Residential (MR) zone, and 4.84 acres from the Single-family Residential (R1) zone to the Public Open Space (POS) zone located on McMillan Mesa.

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

If the Concept Zoning Map Amendment request is approved, the next steps in the process will be the filing of an application for Site Plan followed by Civil Improvement Plans and Building permit submittals. A Development Agreement between the City and the applicant was approved during the review of the subdivision for McMillan Mesa Village and remains in full force and effect.

On February 10, 2016, the Planning & Zoning Commission concluded their review of the proposed Concept Zoning Map Amendment with a recommendation for Approval, by a unanimous vote, subject to the following conditions, which have been incorporated into Ordinance No. 2016-14:

1. The subject property shall be developed in substantial conformance to the conceptual plans as submitted to the maximum extent feasible. Development Areas C and D1 shall consist of single-story

cottage units and Development Area D3 shall consist of single-family homes.

2. Development Area B of the McMillan Mesa Village Specific Plan shall conform to the density allowances of the High Density Residential (HR) Zone and Development Areas C, D1 and D3 of the McMillan Mesa Village Specific Plan shall conform to the density allowances of the Medium Density Residential (MR) zone as listed below and included within the amended specific plan:
• Development Area B -246 dwelling units
• Development Area C – 69.03 dwelling units
• Development Area D1 – 66.15 dwelling units
• Development Area D3 – 56.7 dwelling units

3. The applicant shall provide twenty-five (25) copies of the revised McMillan Mesa Specific Plan with staff's attached amendment pages upon recordation of the Ordinance amending this plan.

4. Architectural design standards shall be applied to all elevations that front/face public rights-of-ways, designated open space areas, and Flagstaff Urban Trail System (FUTS) trails.
5. A weed abatement plan shall be developed and implemented for the maintenance of open areas within the development areas subject to this request including the detention basins.

6. A landscape plan shall be prepared and implemented for the medians on N. Pine Cliff Drive and N Gemini Drive in conjunction with the site plan applications for Development Areas C, D1 or D3.

7. All fencing abutting rights-of-ways, designated open space areas, and Flagstaff Urban Trail System (FUTS) trails shall be developed in concert with one overall design.

8. Development Area D3 shall maintain a direct access with the adjacent FUTS trail as shown on the concept plan.

Community Involvement:

Inform, Consult, Involve, Collaborate, Empower

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any Regional Plan amendment request. In accordance with Arizona Revised Statue and City Code, notice of the public hearing must be provided by placing an ad in a newspaper of general circulation within the City, posting a notice on the property subject to the proposed amendment, and mailing a notice to all property owners within 300-feet of the property subject to the proposed amendment. All notification must be completed at least 15-days prior to the first scheduled public hearing. In order to notice as many people as possible, staff ensured that a notice was mailed to all property owners within 600-feet of the McMillan Mesa Specific Plan boundaries and all parties on the Registry of Person or Groups.

The applicant held two neighborhood meetings in regards to this request. The first meeting was held March 24, 2015 prior to the official submittal of these applications. The meeting was held at Basis School and was attended by 32 interested citizens. Concerns were presented in regards to increased traffic, project design, stormwater management, public transportation, dark skies, and overall project design. A second meeting was held January 13, 2016 at the Aquaplex with 55 citizens in attendance. A presentation on the project was given along with a handout that described the request. The overall concern presented for any further development on McMillan Mesa is the state of the traffic as it exists today. Input was received from some that commercial development is the preferred use in order to bring more high paying jobs to Flagstaff, concerns about invasive weeds, and concerns about the designs of the structures. Four comment cards were received which focused on open space, traffic, viewsheds, fewer impacts with commercial development, and whether or not there is a need for more development. As of the writing of the this report staff has received two emails in regards to this case, which are attached to this report.

Attachments:

P&Z Staff Report
Zoning Map & Specific Plan Amendment Applications
Existing Zoning Map
Public Hearing Notice
Impact Analysis Information
Staff Revised McMillan Mesa Specific Plan replacement pages
Public Comments
Concept Plan D3
Concept Plan D3 Elevations
Concept Plan C, D1
Concept Plan Elevations C, D1
Site Analysis map
Vicinity Map
Context Analysis Map
McMillan Mesa Village Subdivision Plat
McMillan Mesa Specific Plan
Ordinance No. 1779
Public Participation Plan
Existing Development Agreement
Approved Natural Resource Protection Plan
Ord. 2016-14
Exhibit A -Parcel C legal description
Exhibit B-Parcel D1 legal description
Exhibit C-Parcel D3
Exhibit I-C - Development Area IC legal description

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP & SPECIFIC PLAN AMENDMENT

PUBLIC HEARING
PZ-15-00022 & PZ-15-00022-03

DATE: January 15, 2016
MEETING DATE: January 27, 2016
REPORT BY: Tiffany Antol, AICP

REQUEST:

An amendment of the McMillan Mesa Village Specific Plan to reallocate approximately 192 dwelling units from Development Area B (APN 101-46-002B) to Development Areas C (APN 101-46-003), D1 (APN 101-46-004), and D3 (APN 101-46-006) and to amend the development options for Development Area B and to amend the zoning district and development options for Development Areas C from Suburban Commercial to Medium Density Residential, and D1 and D3 from Research and Development to Medium Density Residential.

A Concept Zoning Map Amendment request to rezone approximately 7.67 acres (APN 101-46-003) from Suburban Commercial (SC) to Medium Density Residential (MR), 13.66 acres (APNs 101-46-004 and 101-46-006) from Research and Development (RD) to Medium Density Residential (MR), and 4.84 acres (APNs 101-31-110 and 101-28-007F) from Single-family Residential (R1) to Public Open Space (POS) located on McMillan Mesa.

STAFF RECOMMENDATION:

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

PRESENT LAND USE:

The subject properties are vacant parcels in the High Density Residential, Suburban Commercial, Research and Development and Single-family Residential zoning districts.

PROPOSED LAND USE:

Proposed development consists of both rental and owner occupied dwelling units under the Medium Density Residential (MR) development standards.

NEIGHBORHOOD DEVELOPMENT:

North: Vacant land owned by the City of Flagstaff in the Public Facilities (PF) and Rural Residential (RR) Zones, and the Northern Arizona Center for Entrepreneurship and Technology and the Flagstaff Business Accelerator in the Research and Development (RD) Zone;

East: Vacant Land owned by the City of Flagstaff in the Rural Residential (RR) and Public Facilities (PF) Zones;

South: Vacant land owned by the City of Flagstaff in the Public Facilities (PF) Zone, Flagstaff Senior Meadows in the Medium Density Residential (MR) Zone and the Cliffside Estates subdivision in the Single-family Residential (R1) Zone;

West: The Summit Center and vacant land in the Highway Commercial (HC) Zone.

REQUIRED FINDINGS:

Staff Review

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

Findings for Reviewing Proposed Zoning Map Amendments

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

Findings for Reviewing Proposed Specific Plan Amendments

No Specific Plan may be adopted or amended unless the proposed plan or amendment is in substantial conformance with the Regional Plan.

STAFF REVIEW:

Introduction/Background

As indicated in the accompanying Regional Plan Amendment report, this Specific Plan Amendment and Zoning Map Amendment (rezoning) requests are the second of the related items on the Commission's agenda; the first being a Regional Plan Amendment request.

The McMillan Mesa Village Specific Plan was adopted by Ordinance Number 1779 on December 15, 1992. The McMillan Mesa Village Specific Plan establishes the type, location, intensity, and character of development, and the required infrastructure for the area. The plan also shapes development to respond to the physical constraints of the site, coordinates the mix of land use intensities, and provides adequate circulation, open space, recreation and other public uses and facilities. The plan is organized into development areas A through J, which generally corresponds to zoning districts and land use categories. Section V of the plan, which covers development performance standards, establishes the intensity and character of the project development by prescribing development performance standards that are tailored to the unique qualities of the site. All development within McMillan Mesa Village must comply with the Development Performance Standards and Design Guidelines of the private CC&Rs, as well as the applicable provisions of the Zoning Code with the more restrictive

code governing.

The applicant, MMV Devco LLC, is requesting a Specific Plan Amendment for approximately 46.09 acres to reallocate 192 dwelling units from Development Area B to Development Areas C, D1, and D3, which consists of three separate parcels. The applicant has provided replacement pages for the development areas intended to be amended as part of this request, which are attached to this report. A Concept Zoning Map Amendment is also requested to rezone approximately 13.66 acres from the Research and Development (RD) zone to the Medium Density Residential (MR) zone, 7.67 acres from the Suburban Commercial to the Medium Density Residential (MR) zone, and 4.84 acres from the Single-family Residential (R1) zone to the Public Open Space (POS) zone located on McMillan Mesa. The tables below detail the specifics of this request:

McMillan Mesa Village Specific Plan Current Land Use Designations				
Development Area	Size	Current Designation	Current Density	Dwelling Units/acre
B	22.92 (19.92)* acres	High Density Residential	491 dwelling units 438 dwelling units*	21.42/acre 21.98/acre
C	7.67 acres	Suburban Commercial	No dwelling units	
D1	7.35acres	Business Park	No dwelling units	
D3	6.31acres	Business Park	No dwelling units	
Ic	4.84 acres	Single-family	22.65 dwelling units**	4.67/acre
Totals	46.09 acres		513.65 dwelling units	11.14/acre

*At the time this application was submitted Development Area B was a 22.92-acre parcel, it has since been split and is now a 19.92-acre parcel. Under the HR Zoning District today, Development Area B would have been entitled to 504 dwelling units – the more restrictive document however is applied. The remaining 3 acres have been approved for a skilled nursing facility, which is classified as a commercial development and is not regulated in terms of dwelling units. The applicant's narrative does not reflect this change so staff has reduced the density accordingly based on the changes to the parcels.

**The McMillan Mesa Village Specific Plan allows for the reallocation of these dwelling units to Development Area Ia with the provision that Development Area Ic be preserved as open space. Staff has reviewed and approved a site plan for the development of Area Ia with 5 dwelling units transferred from Area Ic.

McMillan Mesa Village Specific Plan Proposed Land Use Designations				
Development Area	Size	Proposed Designation	Proposed Density	Dwelling Units/acre
B	19.92 acres	High Density Residential	246 dwelling units	12.34/acre
C	7.67 acres	Medium Density Residential	69.03 dwelling units*	9/acre
D1	7.35acres	Medium Density Residential	66.15 dwelling units	9/acre
D3	6.31acres	Medium Density Residential	56.7 dwelling units	8.98/acre
Ic	4.84 acres	Open Space	No dwelling units	
Totals	46.09 acres		437.88 dwelling units	9.5/acre

**The applicant exceeded the maximum allowed density of the Medium Density Residential zone on Development Area C by 6.66 units in their narrative and exhibits. Staff will be recommending that the allowed density be consistent with the density requirements of the proposed zoning district and has provided new exhibits to reflect all of the changes identified above.

Land uses north of the subject property include vacant city-owned land as well as the Northern Arizona Center for

Entrepreneurship and Technology, and the Flagstaff Business Accelerator. Land uses west of the subject properties include the Northern Arizona Dermatology Center, which is within the boundaries of the McMillan Mesa Village Specific Plan. Further west is the Summit Center and adjacent vacant land. South of the subject properties is the remainder of the development on McMillan Mesa, which includes City owned land, single-family residential subdivisions, apartments, townhomes, and condominiums. East of the subject property is vacant land owned by the City. Further east off the Mesa is Coconino High School.

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

If the Concept Zoning Map Amendment request is approved, the next steps in the process will be the filing of an application for Site Plan followed by Civil Improvement Plans and Building permit submittals. A Development Agreement between the City and the applicant was approved during the review of the subdivision for McMillan Mesa Village and remains in full force and effect.

The current application is being reviewed against the policies of the *Flagstaff Regional Plan 2030 (FRP 2030).* A full discussion of the applicable policies is included in the Regional Plan staff report and the narrative provided by the applicant.

Proposed Development Concept Plans

The applicant is requesting a Specific Plan Amendment and Zoning Map Amendment to allow for residential development in lieu of commercial and research and development uses. The residential units would be transferred from a parcel in the High Density Residential zone, which would lessen the intensity of development on Area B on the west side of the Mesa. The applicant has prepared concept plans for each development area showing how the proposed dwelling units could be laid out on each site. While not required to provide a concept plan for Area B, one was included to show how the remaining units could be laid out on site. The concept plan for Area B shows twelve four-story apartment buildings with 288 units. The buildings are utilized to screen parking areas from the adjacent rights-of-ways, Flagstaff Urban Trail System (FUTS) trails, and adjacent properties. Elevations were not provided for these units, as they are not subject to the Concept Zoning Map Amendment request.

The concept plan for Areas C and D1 integrates these areas as one development site. The plan shows 138 single-story bungalow units that consist of single and duplex structures. These units would be developed as part of a multi-family rental project. The units are laid out to front the adjacent rights-of-ways with parking areas located within the interior of the project. The elevations provided for this development area show a variety of bungalow style structures that are compliant with the Architectural Design Standards within the Zoning Code.

The concept plan for Area D3 shows 50 single-family residential lots that front on an interior street that would be created through the subdivision process. The elevations show standard two story homes similar to other houses located on

McMillan Mesa.

General Plan - Flagstaff Regional Plan (FRP 2030)

The *Flagstaff Regional Plan 2030 (FRP 2030)*, Future Growth Illustration (Maps 21 and 22) designates the subject site as Existing Suburban, Future Employment, and Area in White. All substantive Regional Plan issues were addressed in the accompanying Regional Plan Amendment report. The proposed minor Regional Plan Amendment would change the designation on one of the five parcels subject to the Concept Zoning Map Amendment from Area in White to Existing Suburban; thus, if the Regional Plan amendment is approved, the rezoning request would comply with the Regional Plan.

Zoning – City of Flagstaff Zoning Code

If the Specific Plan and Zoning Map Amendment requests are approved, a total of 21.33-acres will be rezoned to the Medium Density Residential zone and 4.84-acres will be rezoned to the Public Open Space zone. The proposed residential developments, as shown on the concept plan, are considered a permitted use in the MR zone. Per the Flagstaff Zoning Code (Section 10-40.30.030, pg. 40.30-5 and 6), "Dwelling: Multiple-family, Dwelling: Single-family, Dwelling: Two-family, and Planned Residential Development" are allowed uses under the sub-heading of Residential in the Medium Density Residential (MR) zone.

Building Form and Resource Protection

Table 1 below compares development standards and resource protection requirements for the Suburban Commercial (SC) and Research and Development (RD) zones and the proposed Medium Density Residential (MR) zone. The proposed development will be required to meet the development standards of the MR zone. The Planned Residential Development option would be utilized in order to achieve the developments as shown on the concept plans.

All of the parcels subject to this request are already within the Resource Protection Overlay (RPO) zone. A Resource Protection Plan was approved in conjunction with the McMillan Mesa Village Subdivision. Most of the resources for this development are preserved on parcels that will remain as open space as well as the steep slopes on Development Area B The Flagstaff Zoning Code requires all commercial uses within the RPO zone to protect a minimum of 30% of the tree resources and all industrial uses (Research and Development is considered an industrial zoning category) to protect a minimum of 20% of the tree resources. The approved Resource Protection Plan utilized a 50% preservation rate for all development areas within the subdivision because that was the standard required under the Land Development Code so no revisions to the existing approved plan are required.

Table 1 – Comparison of Development Standards and Resource Protection

Standard	Existing SC	Existing RD	Proposed Zone (MR)
Acres	7.67	13.33	21.33
Maximum Building Height (feet)	25	60	35
Maximum Coverage	0.80 FAR	25%/0.50 FAR	40%
Minimum Open Space	0%	0%	15%
Density Requirements:			
Minimum (du/ac)	0	0	6
Maximum (du/ac)	13	0.50 FAR	9

Building Placement Requirements (Min Setbacks):			
Front	15’	25’	10’
Side	0’ (interior) 10’ (exterior)	0’ (interior) 15’ (exterior)	5’ (interior) 5’ (exterior)
Rear	0’	10’	15’
Resource Protection Requirements			
Forest Resources	30%	20%	50%
Slope Protection 0-16.99% 17-24.99% 25-34.99%	 No protection 60% of slope area 80% of slope area	 No protection 60% of slope area 80 % of slope area	 No protection 70% of slope area 80% of slope area

Residential units are allowed in the existing Suburban Commercial (SC) zone only as part of a mixed-use project. Mixed-use projects are not held to the density standards represented above, however, the height limit of 25’ in the SC zone would prohibit a large-scale mixed-use project as seen in other locations. Residential units are allowed only on the second floor and above in the existing Research and Development (RD) zone with the issuance of a Conditional Use Permit. As shown above there are no density standards within the RD zone and only the FAR would apply.

Civic Space
The Zoning Code requires residential developments with 50 or more dwelling units to provide a minimum of five percent of the site as an outdoor pedestrian amenity space that serves as a transition space between a parking area and the entrance(s) to a building. The concept plans do not currently call out civic space areas but any development proposal meeting this threshold will be required to comply with the standard at the time of site plan review.

Parking
Table 10-50.80.040.A of the Zoning Code (Page 50.80-6) establishes the minimum number of parking spaces required for development. Parking for residential units is based on the number of bedrooms within each unit. The conceptual plans have not yet been reviewed for parking compliance. A final parking analysis will be completed with the review of a more detailed site plan submittal that will ensure that all parking spaces and drive aisles meet the minimum dimension standards as required in the Zoning Code.

Design Review

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

Pedestrian and Bicycle Circulation Systems
On-site pedestrian circulation is shown through an extensive network of walkways on the conceptual plans. These walkways are designed as on-site connections between several internal functions, including building entrances and parking areas. In addition, they provide off-site connections to public sidewalks and Flagstaff Urban Trail System (FUTS) trails. While there are no dedicated on-site bicycle circulation systems, bicycles are accommodated on the adjacent rights-of-ways with existing

bike lanes and on the existing FUTS trails. Staff will work with the applicant during the site plan review to ensure that adequate facilities for pedestrians and bicycles are accommodated.

Parking Lots, Driveways, and Service Areas
The conceptual plans provided with this application show parking areas conforming to the site planning standards within the Zoning Code. The parking areas are screened internal to the project and are not located adjacent to rights-of-ways. The plans do not provide the breakdown of the required number of parking spaces or dimensions of maneuvering areas and spaces. Staff will ensure that adequate parking spaces and maneuvering areas are provided and that trash enclosures and loading areas meet City standards for screening, operation, and location during the review of a more detailed site plan submittal.

Compatibility and Architectural Design Standards
"Scale" refers to similar or harmonious proportions, overall height, and width, the visual intensity of the development, and the building massing. The proposed development consists of structures similar in scale to single-family residential housing, which is consistent with much of the surrounding development. Preliminary elevations, copies of which are attached to this report, were provided for the residential units as part of this application. Architectural design standards will be reviewed at the time of site plan approval and staff will confirm that all elevations are consistent with current requirements.

Landscaping

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of parking lot landscaping, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). A final landscape plan will be reviewed at the time of site plan submittal. One of the concerns staff has received in relation to this project is the spread of invasive weeds. Staff has added a condition to address weed abatement and to require landscaping of the medians within Gemini Drive. The medians were added to the subdivision at a time when the engineering development standards were being revised and there was no existing requirement for median landscaping.

Outdoor Lighting

All of the subject properties are located within Lighting Zone 2 due to the distance from astronomical observatories in the area. Proposed exterior lighting information is not required in conjunction with a Concept Zoning Map Amendment. The applicant will be required to provide plans that meet the requirements of the Outdoor Lighting Standards of the Zoning Code. Lighting plans will be reviewed at the time of site plan submittal.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

McMillan Mesa Village is bounded on the north by Forest Avenue. Vehicular access is provided along N Gemini Drive, a looped roadway through the subdivision connecting with Forest Avenue via a controlled right-in/right-out entrance on the western edge of the subdivision and a four-way signalized intersection on the eastern edge of the subdivision. N Gemini Drive connects with N Pine Cliff Drive, which provides a southerly access to Ponderosa Parkway. N Gemini Drive and N Pine Cliff Drive as well as the signalized intersection on N Forest Ave were constructed in conjunction with the development of the McMillan Mesa Village subdivision.

A Traffic Impact Analysis for the McMillan Mesa Village Specific Plan was completed by Pike Engineering on May 20, 1992. At the time this analysis was prepared, the infrastructure for the subdivision was contemplated; however, it was not completed. In 2008, the applicant completed the infrastructure according to the Specific Plan as part of the McMillan Mesa Village subdivision. The road sections constructed within the subdivision changed from those identified in the specific plan to current public roadway standards. The lane widths were reduced resulting in less pavement, five-foot parkways, 4 ½ or five-foot wide bike lanes, and a fifteen-foot wide median on N Gemini Drive. N Pine Cliff drive south of the roundabout does not include medians but does include parking along the portion south of Pinion Court to accommodate for the residentially platted lots. The developer of the subdivision was allowed to relocate the final location of the FUTS from the original specific plan in order to avoid steep slope conditions.

According to the ordinance that adopted the McMillan Mesa Village Specific Plan and granted the existing zoning entitlements, the developer was required to construct a traffic signal at the intersection of Gemini and Forest Avenue. A Traffic Impact Analysis is required as part of a Concept Zoning Map Amendment application. The applicant submitted a Traffic Statement letter, attached to this report that indicates the original Average Daily Trips per day are reduced from 21,334 to 7,769. For this reason, a new Traffic Impact Analysis was not required.

Water

A previous Water and Sewer Impact Study was completed for the McMillan Mesa Village subdivision in July 2006. After a review of the City water and sewer master model and previous impact study, the City of Flagstaff Utilities Department is of the opinion that the proposed Specific Plan and Concept Zoning Map Amendments will have no significant impact to existing off-site water and sewer infrastructure because of these amendments. The land use and intensity proposed can be served by existing infrastructure. There is adequate existing capacity as long as water and sewer demands do not increase from the Specific Plan Amendment. The original analysis used a housing density of 606 dwelling units and 74.6 acres of commercial development. The McMillan Mesa Village subdivision lies within two water pressure zoned served by the City of Flagstaff. Most of the project is served by the Zone A system and only a small part is served by the Zone B system. The City required the developer to install a looped connection to both pressure zones.

Existing Zone A water infrastructure includes a twelve-inch (12") diameter waterline tying into the 12" main located at the United States Geological Survey (USGS) facility. The waterline then loops through the internal project, following the N Gemini Drive alignment, and ultimately connecting back to the Zone A system at the intersection of N Turquoise Drive and E Cedar Avenue. The Zone B water infrastructure includes a connection to the internal Zone B water lines in N Pine Cliff Drive and N Manzanita Way.

The City is requiring that the applicant to construct a water storage tank sized to meet the development's average daily usage plus two-hour fire flow. The subdivisions anticipated average daily demand is 361,400 gallons, and the fire requirement of 1500 gpm for 2 hours is 180,000 gallons, so this subdivision will need to construct at 541,l400 gallons of tankage. The tank must be placed at an elevation that will provide adequate pressure for the Zone A system (approximately 7260') and for the associated water lines. The applicant has the option to use one of the City's existing tank sites depending available space. The City has indicated it may share the in the cost of any excess storage tank capacity if this excess capacity is determined to be in the City's best interest.
Because the original development fell under the 800 single-family home usage threshold, there were no water

production requirements for this subdivision. Reclaimed water was not required or provided to the subdivision due to the significant level of infrastructure to provide such.

Wastewater

The existing 15" diameter Switzer Canyon trunk line is the connection point for all sewage flows generated by the McMillan Mesa Village subdivision. The Switzer Canyon sewer collector system gravity flows to the south until it ultimately connected to a 33" RCP interceptor line in Foxglenn Park. The applicant was required to make off-site modification to the existing sewer system for the subdivision including the replacement of the 33" sewer line, which connects manholes 23-063 and 23-058, with a 42" pipe. This reach was approximately 2237' feet in length and runs from Foxglenn Park to the intersection of E Butler Avenue.

Stormwater

Prior to the adoption of the McMillan Mesa Village Specific Plan, a Drainage Analysis for McMillan Mesa Village was prepared by Pike Engineering on May 21, 1991, with multiple revisions up to October 9, 1992. In 2006, the applicant began the design and City submittals for construction of the subdivision infrastructure. As a component of the design and construction of the infrastructure, the applicant hired Shephared Westnitzer, Inc. to provide a detailed hydrology study, also referred to as the Final Drainage report for McMillan Mesa Village. The initial study, provided to the City on August 23, 2007, was revised on February 7, 2008 with the last revision published on March 12, 2014.

The current proposal would take approximately 21.32 new acres out of commercial development design standards and replace it with medium density residential that allows for a maximum building coverage of 40% and a height restriction of 35 feet in addition to the reduction of density from an adjacent parcel. The applicant has shown that these reductions in concert with low-impact development design required for each parcel, allow the sub-regional basin to function more efficiently by reducing the impervious cover and decreasing the density of development. The regional detention ponds have been built and it is anticipated that the ponds will be modified as needed for the actual development that occurs on each development area.

Parks and Recreation

The closest City-owned parks to the site are Buffalo Park, a regional recreational facility, and Ponderosa Park a neighborhood facility. The subject properties are adequately serviced by recreational facilities, however, each residentially developed site will need to provide 5% civic space in addition to 15% open space. Staff is confident that the park and recreational needs of the residents of the proposed development will be met through these amenities provided on and off-site.

OTHER REQUIREMENTS:

Natural and Cultural Resources

The subject property is located within the Resource Protection Overlay (RPO) zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). There are no defined floodplains on any of the subject properties. The Natural Resource

Protection Plan (NRPP) approved with the McMillan Mesa Village subdivision, a copy of which is attached to this report, identifies the required preservation rates for the proposed zoning category. In accordance with Table 10-50.90.060.A of the Zoning Code (Page 50.90-7), forest resources within a residential development must be protected at a 50 percent threshold.

Regarding cultural resources, the Historic Preservation Officer reviewed this application and did not require a cultural resource study as the site has already been disturbed through the construction of the subdivision infrastructure.

Citizen Participation

The applicant held two neighborhood meetings in regards to this request. The first meeting was held March 24, 2015 prior to the official submittal of these applications. The meeting was held at Basis School and was attended by 32 interested citizens. Concerns were presented in regards to increased traffic, project design, stormwater management, public transportation, dark skies, and overall project design. A second meeting was held January 13, 2016 at the Aquaplex with 55 citizens in attendance. A presentation on the project was given along with a handout that described the request. The overall concern presented for any further development on McMillan Mesa is the state of the traffic as it exists today. Input was received from some that commercial development is the preferred use in order to bring more high paying jobs to Flagstaff, concerns about invasive weeds, and concerns about the designs of the structures. Four comment cards were received which focused on open space, traffic, viewsheds, fewer impacts with commercial development, and whether or not there is a need for more development. As of the writing of the this report staff has received two emails in regards to this case, which are attached to this report.

DISCUSSION:

The proposed Specific Plan Amendment and Concept Zoning Map Amendment in conjunction with the minor Regional Plan Amendment, are consistent with the goals and policies of the *Flagstaff Regional Plan 2030* and the intent of the Zoning Code. The applicant has chosen to pursue an alternative development path for the McMillan Mesa Village subdivision that is more compatible with the surrounding development on McMillan Mesa. These requests reduce the overall density and intensity of development that was originally planned for McMillan Mesa and are more consistent with the Regional Plan designation of Suburban.

Research and Development uses are considered very significant due to their potential to generate high wage employment opportunities, an important concern for Flagstaff. Staff has reviewed the supply of Research and Development (RD) Zoning within the City and has determined that there are approximately 486 acres of land under this designation. The amount of land proposed to be rezoned from RD constitutes about 3% of the total lands within the RD zone and 7% of the total vacant land within the RD zone. Staff does not believe this request to rezone 13.66 acres from RD to MR will substantially affect the supply of lands currently zoned for employment type uses. The applicants are also requesting the removal of 7.67 acres of land from the Suburban Commercial (SC) zone. This particular parcel has access constraints that significantly decrease the value of this parcel for commercial development. Staff has discussed the potential of relocating this suburban commercially zoned parcel with the applicant near the four-way intersection of N Gemini Drive and E Forest Avenue, which could provide some of the daily needs to the neighborhood.

RECOMMENDATION:

If the minor Regional Plan and Specific Plan Amendments are approved, the rezoning request will comply with the Regional Plan and the McMillan Mesa Specific Plan. Pending approval of the Regional Plan Amendment, staff believes that the proposed Specific Plan Amendment and Concept Zoning Map Amendment are in substantial conformance with the Flagstaff Regional Plan 2030 and recommends the Planning & Zoning Commission forward the request to the City Council with a

recommendation approving an amendment to the Specific Plan and Zoning Map for 7.67 acres in the Suburban Commercial (SC) zone to the Medium Density Residential (MR) zone, 13.66 acres from the Research and Development (RD) zone to the Medium Density Residential (MR) zone, and 4.84 acres in the Single-Family Residential (R1) zone to Public Opens Space (POS) zone subject to the following conditions, which will be included into the Specific Plan and Zoning Map Amendment ordinance:

1. The subject property shall be developed in substantial conformance to the conceptual plans as submitted to the maximum extent feasible. Development Areas C and D1 shall consist of single-story cottage units and Development Area D3 shall consist of single-family homes.
2. Development Area B of the McMillan Mesa Village Specific Plan shall conform to the density allowances of the High Density Residential (HR) Zone and Development Areas C, D1 and D3 of the McMillan Mesa Village Specific Plan shall conform to the density allowances of the Medium Density Residential (MR) zone as listed below and included within the amended specific plan:
    - Development Area B -246 dwelling units
    - Development Area C – 69.03 dwelling units
    - Development Area D1 – 66.15 dwelling units
    - Development Area D3 – 56.7 dwelling units
3. The applicant shall provide twenty-five (25) copies of the revised McMillan Mesa Specific Plan with staff's attached amendment pages upon recordation of the Ordinance amending this plan.
4. Architectural design standards shall be applied to all elevations that front/face public rights-of-ways, designated open space areas, and Flagstaff Urban Trail System (FUTS) trails.
5. A weed abatement plan shall be developed and implemented for the maintenance of open areas within the development areas subject to this request including the detention basins.
6. A landscape plan shall be prepared and implemented for the medians on N. Pine Cliff Drive and N Gemini Drive in conjunction with the site plan applications for Development Areas C, D1 or D3.
7. All fencing abutting rights-of-ways, designated open space areas, and Flagstaff Urban Trail System (FUTS) trails shall be developed in concert with one overall design.

ATTACHMENTS

- Zoning Map Amendment Application
- Current City of Flagstaff Zoning Map
- Public Hearing Legal Advertisements
- Water & Sewer Impact Analysis compliance letter 10-27-15
- Traffic Impact Statement 9-22-15
- Drainage Impact Statement 9-30-15
- Staff Revised McMillan Mesa Village Specific Plan replacement pages
- Citizen Comment Emails
- Applicant's Submittal Package
    - Project Narrative
    - Concept Plans & Elevations
    - Site Analysis Map
    - Vicinity Map
    - Context Analysis Map
    - Final Plat for McMillan Mesa Village
    - McMillan Mesa Village Specific Plan
    - Ordinance No. 1779

- McMillan Mesa Village Specific Plan replacement pages
- Citizen Participation Report
- Development Agreement
- Natural Resource Protection Plan

PARCEL - Zoning Map Amendment

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

RECEIVED JUN 30 2015

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

File Number: PZ-15-00022-01

Property Owner(s)	Title	Phone	Email
MMV Denco, LLC		480-627-7000	vmorris@cavanrealestate.net
Mailing Address			**City, State, Zip**
15300 N 90th St Ste 200			Scottsdale Ay 85260
Applicant(s)	**Title**	**Phone**	**Email**
MMV Denco, LLC			
Mailing Address			**City, State, Zip**
15300 N 90th St Ste 200			Scottsdale Ay 85260
Project Representative)	**Title**	**Phone**	**Email**
Vickey Morris		480-747-9408	Vmorris@cavanrealestate.Net
Mailing Address			**City, State, Zip**
15300 N 90th St Ste 200			Scottsdale, Ay 85260.

Requested Review: ☒ Zoning Map Amendment ☒ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
1551 N. Gemini Dr.	101-46-003	Parcel C McMillan Mesa Village
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
Specific Plan	MR	
Existing Use		**Proposed Use**
Vacant land		medium den residential

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category

Property Owner Signature(required)	Date:	Applicant Signature	Date:
see attached	6/26/15	see attached	6/26/15

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Tiffany	Dan	Kent	Jim	Chris

Signature page for APPLICATION FOR ZONING MAP AMENDMENT AND/OR MINOR REGIONAL PLAN AMENDMENT

PARCEL C, McMillan Mesa Village
June 26, 2015

Property Owner/Applicant Signature

MMV DEVCO, LLC, an Arizona limited liability company

By: The Cavan Opportunity Fund, LLC, an Arizona limited liability company
Its: Manager

By: Opportunity Fund Management, LLC, an Arizona limited liability company
Its: Manager

By: _____
Gary M. Burton
Its: Vice President

Parcel D1 Specific Plan Amendment

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Date Received	Application for Zoning Map Amendment and/or Minor Regional Plan Amendment	File Number
JUN 30 2015		PZ-15-00022

Property Owner(s)	Title	Phone	Email
MMW Desco, LLC		480-627-7000	JMorris @ CAVANRealEstate.NET
Mailing Address		**City, State, Zip**	
15300 N. 90th Street #200		Scottsdale AZ	85260
Applicant(s)	**Title**	**Phone**	**Email**
MMW, Desco, LLC		480-627-7000	JMorris @ CAVANRealestate.NET
Mailing Address		**City, State, Zip**	
15300 N. 90th Street #200		Scottsdale AZ	85260
Project Representative)	**Title**	**Phone**	**Email**
Vickey Morris		480-747-9408	JMorris@CAVANRealestate.net
Mailing Address		**City, State, Zip**	
15300 N. 90th Street #200		Scottsdale, AZ	85260

Requested Review ☐ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued
Specific Plan Amendment

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
1651 N. Gemini	101-46-004	Parcel D1 MMW
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
Business Park	MR	Business Park
Existing Use		**Proposed Use**
vacant land		residential

Property Information:
☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
	MR

Property Owner Signature(required)	Date:	Applicant Signature	Date:
see attached signature	6/26/15	see attached signature	6/26/15

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Tiffany	Rick	Kent	Erik	Chris

Signature page for APPLICATION FOR ZONING MAP AMENDMENT AND/OR MINOR REGIONAL PLAN AMENDMENT

PARCEL D1, McMillan Mesa Village
June 26, 2015

Property Owner/Applicant Signature

MMV DEVCO, LLC, an Arizona limited liability company

By: The Cavan Opportunity Fund, LLC, an Arizona limited liability company
Its: Manager

By: Opportunity Fund Management, LLC, an Arizona limited liability company
Its: Manager

By: _____
Gary M. Burton
Its: Vice President

City of Flagstaff Zoning Map 9

Residential Zones:

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

Commercial Zones:

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

Industrial Zones:

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

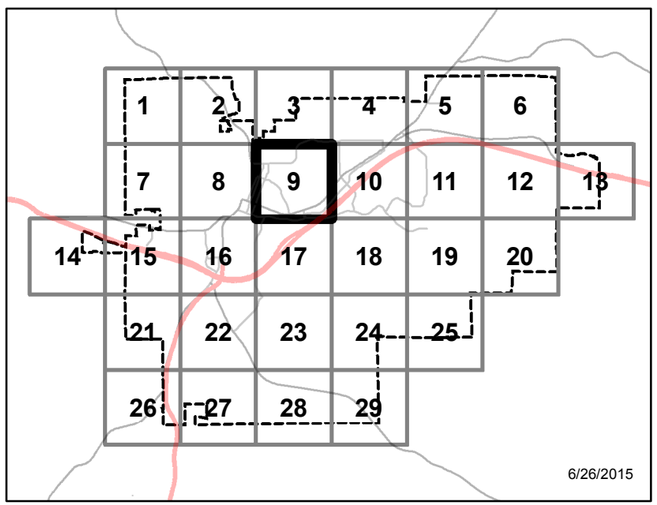
Resource and Open Space:

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

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

0 500 1,000 1,500 2,000 Feet

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



6/26/2015

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a public hearing on Wednesday, January 27, 2016 at 4:00 pm at the City of Flagstaff Aquaplex Community Meeting Room and Wednesday, February 10, 2016 at 4:00 pm at City Hall Council Chambers to consider the following:

A. Explanation of Matters to be Considered:

1. A proposed amendment to the Flagstaff Regional Plan Map 21 and 22 to change the area type of 6.31 acres from Area in White to Existing Suburban on the site described in Part B below.
2. A proposed amendment to the McMillan Mesa Village Specific Plan to change the zoning districts and development options for 46.09 acres on the site described in Part B below.
3. A proposed amendment to the official City of Flagstaff zoning map to rezone property from RD, Research, and Development to MR, Medium Density Residential (13.66 acres), from SC, Suburban Commercial to MR, Medium Density Residential (7.67 acres) and from R1, Single-family Residential to POS, Public Open Space (4.84 acres) for the area described in Part B below.

The proposed Regional Plan Amendment, Specific Plan Amendment, and Zoning Map Amendment will allow for the transfer of approximately 199 dwelling units to three separate tracts, preserve an existing residentially zoned tract as open space and remove Research and Development and Commercial uses.

B. General Description of the Affected Area:

Approximately 46.09 acres located on McMillan Mesa, Coconino County Assessor's Parcel Numbers 101-46-002B, 101-46-003, 101-46-004, 101-46-006, 101-31-110 and 101-28-007F, located in the NE 1/4 Section 15 T21N, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

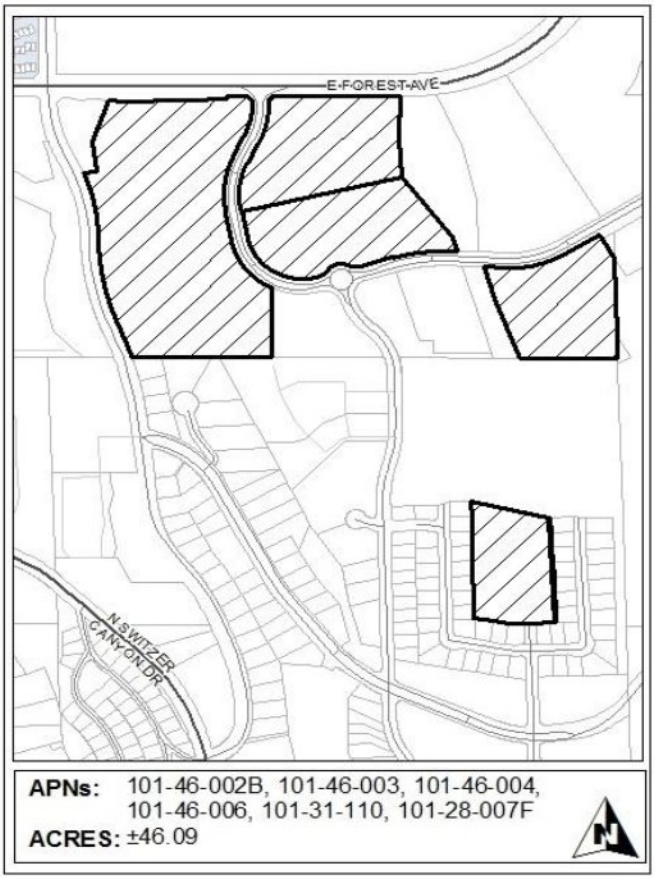
Interested parties may file comments in writing regarding the proposed Zoning Map Amendment, Specific Plan Amendment and/or Regional Plan Amendment or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed Zoning Map Amendment, Specific Plan Amendment,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

The first Planning and Zoning Commission meeting will be held in the Community Meeting Room at the City of Flagstaff Aquaplex, 1702 N 4th Street, Flagstaff, AZ. The second meeting will be held in Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, AZ.

PROPOSED REGIONAL PLAN AMENDMENT
Map 21 and Map 22 area type changes within the subject site from Area in White to Existing Suburban

PROPOSED SPECIFIC PLAN AMENDMENT
Amend the zoning district and development options for 49.95 acres in the McMillan Mesa Village Specific Plan

PROPOSED ZONING MAP AMENDMENT
From Research and Development (RD) Zone and Suburban Commercial (SC) to Medium Density Residential (MR) Zone and from Single-family Residential (R1) to Public Open Space (POS)



For further information, please contact:

Tiffany Antol
Planning Development Manager
Planning & Development Services Div.
211 West Aspen Avenue
Flagstaff, Arizona 86001
928-213-2608
Email: tantol@flagstaffaz.gov

Mail: January 12, 2016

City of Flagstaff

October 27, 2015

Cavan Real Estate
MMV Devco LLC
Attn: Vickey Morris
15300 N. 90th Street, Suite 200
Scottsdale, AZ 85260
480-747-9408

Re: **Compliance of the McMillan Mesa Village Amendment to Regional Plan with regard to the original Water & Sewer Impact Analysis C.O.F. IDS NO. PZ-15-00022, Project Name: McMillan Mesa Village Specific Plan Amendment**

Dear Ms. Morris,

The City of Flagstaff Utilities Department agrees to waive the requirement of a new Water and Sewer Impact Analysis for the above project.

A previous Water and Sewer Impact Study was completed for this project under the title McMillan Mesa Village in July 2006. After reviewing the City water and sewer master model and previous Impact study conducted for this area, the City of Flagstaff Utilities Department is of the opinion that the proposed Specific Plan Amendment will have no significant impact to existing off-site water or sewer infrastructure as a result of this development. The land use and intensity proposed for this development can be served by existing infrastructure. There is adequate existing capacity and as long as water and sewer demands do not further increase from the specific plan amendment. If there are no additional water and sewer demand increases, no additional analysis work will be required for this project.

This review was conducted to compare the proposal with the original analysis to ensure onsite and offsite sewer mains have adequate capacity for proposed development. The onsite sanitary sewer system serving Parcels B, C and D1 will be required to flow to the northern sewer main in Forest Avenue as illustrated in the attachment dated August 27, 29015. This work shall be consistent with the requirements called out in the City of Flagstaff Engineering

Standards. The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements.

Sincerely,

Ryan Roberts, P.E.
Utilities Engineering Manager

Cc: Tiffany Antol, Planning Development Manager
Dana Cole, Engineering Project Manager
Jim Davis, Utilities Plan Reviewer

MMV
DEVCO, LLC

August 27, 2015

Mr. Ryan Roberts, P.E.
City of Flagstaff Utilities Department
211 W Aspen Avenue
Flagstaff, Arizona 86001

RE: McMillan Mesa Village

Dear Mr. Roberts:

We are providing this letter to you in response to your email dated 7/17/2012 in which the City of Flagstaff Utilities Department seeks assurance from the undersigned that sewer connections for Parcels B, C, and D1 will be located in Forest Avenue (see attached map provided by City of Flagstaff Utilities Department).

MMV Devco, LLC offers this letter as assurance that upon development of Parcels, B, C and D1, the sanitary sewer flows will be directed into the "Northern" sewer main in Forest Ave that was installed as a part of the phase I infrastructure development for the McMillan Mesa Village, and as illustrated in the attachment.

Thank you for your consideration of the matter. If you require additional information, please contact Vickey Morris at 480-747-9408 or vmorris@cavanrealestate.net.

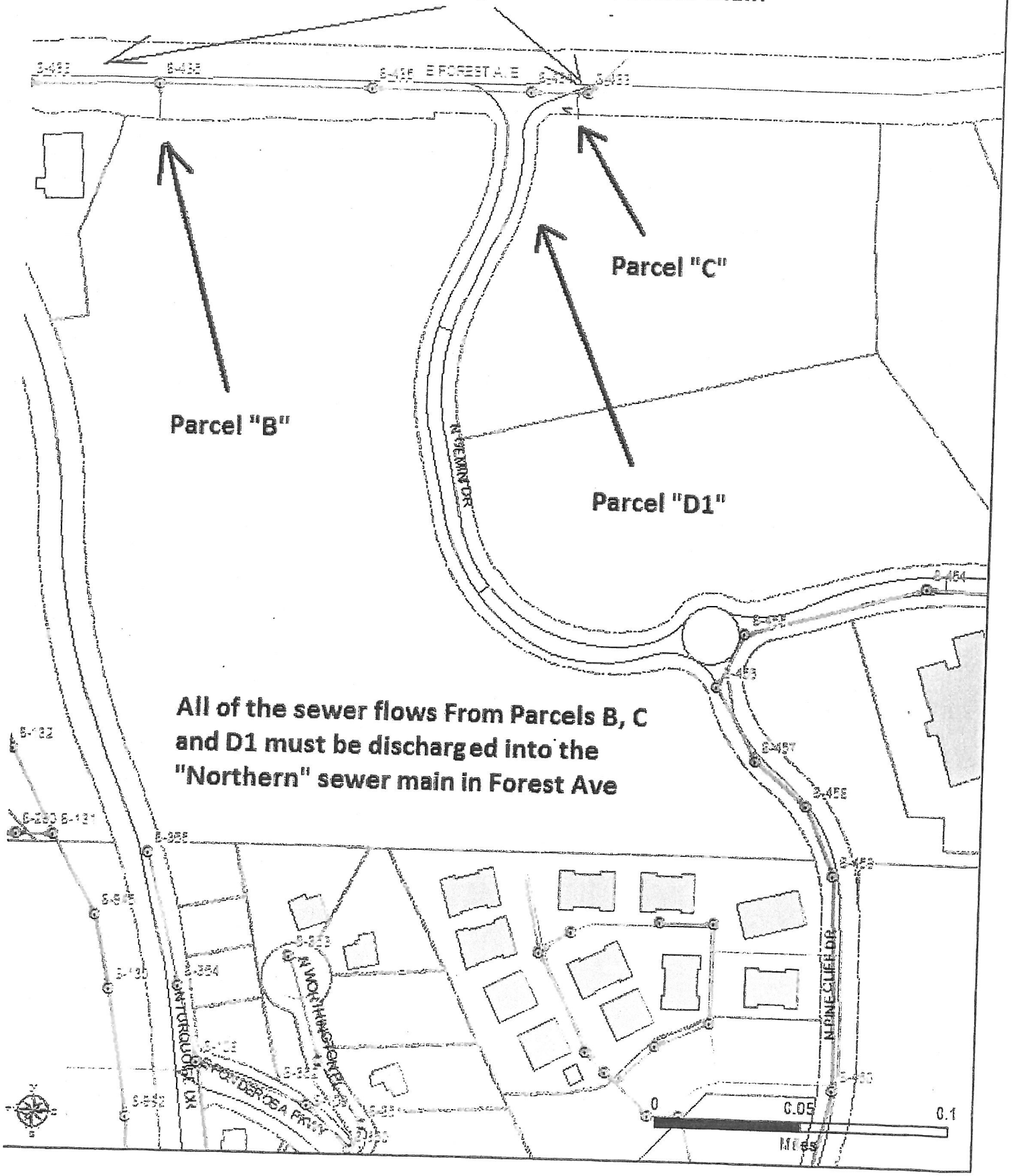
Respectfully,

MMV Devco, LLC

Gary M. Burton
Authorized Representative

City of Flagstaff Utilties Department

McMillan Mesa Village Northern Sewer Main



MMV
DEVCO, LLC

September 22, 2015

Mr. Jeff Bauman, P.E..
City of Flagstaff Traffic Engineer
211 W Aspen Avenue
Flagstaff, Arizona 86001

RE: McMillan Mesa Village – Traffic Impact of Re-Zoning

Dear Mr. Bauman:

We respectfully request the City of Flagstaff accept and review the information provided herein for consideration as to whether a new Traffic Impact Analysis will be required as a part of the Minor Amendment to the McMillan Mesa Village Specific Plan and the Regional Plan (the "Amendment"). A Traffic Impact Analysis for the McMillan Mesa Village (the "Analysis") was completed by Pike Engineering on May 20, 1992 (a copy attached hereto). At the time the Analysis was prepared the infrastructure for the subdivision was contemplated, however it was not completed. In 2008, the Developer completed the infrastructure according to the Specific Plan and integrated the "Alternate Analysis" as defined in the Analysis.

The Alternate Analysis provided for a "traffic circle" at the intersection of Village, Gemini, and Pine Cliff Drive as a means to control the flow of traffic and maintain the level of service for all roads and intersections located within the subdivision and of those meeting external intersections. Subsequent to the analysis of the roadway infrastructure, Village Drive from the traffic circle to Forest Avenue is now known as Pinecliff Drive. The right of way for the Enterprise Parkway was abandoned in a land exchange with the City that closed on 12/21/2007.

Pursuant to the Analysis, the method used to determine the traffic impacts of the proposed McMillan Mesa development included pre-development traffic controls and post-development expected traffic. The Analysis reached these anticipated traffic flows by attributing average daily trips (ADTs) to the land use assigned by the Specific Plan (Trip Generation Manual, fifth edition, Institute of Transportation Engineers). In our comparison of the ADTs associated with the down-zoning we used the ITE Trip Generation Handbook-8th edition, and provide the following tables to provide data for your review:

15300 N 90th Street Ste 200, Scottsdale, AZ 85260
480-627-7000

TABLE 1: Historical figures used in the Analysis

Parcel	Land Use (as used in Analysis)	Size/Units (as used in Analysis)	Total ADTs
A	Office – 1 tenant	10.0/1000 SF	36
B	High Density Res	471/units	3,104
C	Shopping Center	65/1000 SF	5,958
D/E/F/G	Business Park	65/acres	10,384
H	Multifamily Res	72/dwellings	422
I	Low Density Res	63/dwellings	602
J	School	600/students	828
Total			21,334

TABLE 2: ADTs after Amendment

Parcel	Land Use (as used in Analysis)	Size/Units (as used in Analysis)	Total ADTs
B	High Density Res (ITE Code 222)	292/units	1226
C	Medium Density Residential (ITE Code 221)	75.69 DUs	499
D1	Medium Density Residential (ITE Code 221)	66.15 DUs	436
D2	Basis School (ITE Code 534)	500 Students*	450
D3	Medium Density Residential (ITE Code 230)	56.7 DUs	329
E	Business Park (ITE Code 770)	7.8 Acres	1168
F1	Business Park (ITE Code 715)	7.14/KSF[2*] (4.73 acres)	83
F2	Business Park (ITE Code 770)	18.2 acres	2,726
H	Medium Density Residential (ITE Code 252)	60 DUs*	209
Ia-d	Single Family Res (ITE Code 210)	63/dwellings*	602
J	City Park (ITE Code 411)	25.75 acres*	41
Total			7,769

*Denotes an existing use and finished development.

The subdivision and the Level of Service for the infrastructure is enhanced by transferring residential density from one parcel to several others. (i.e., Parcel B to C, D1, and D3) The Amendment proposes to remove approximately 25 acres of business park/commercial from the northern portion of the subdivision in exchange for the residential density transfer, thereby eliminating a large amount of average daily trips from the total traffic volume.

Based on Table 1 and Table 2 above, we believe the Level of Service for the existing roads and intersections will not be diminished by the Amendment. The overall circulation throughout the subdivision by vehicular, pedestrian, and bicycle traffic is well provided for with the current infrastructure. Therefore it is the Developer's belief and understanding that the Analysis conducted as a part of the first phase of the development of the McMillan Mesa Village is still applicable and an additional Traffic Analysis may not be necessary given the information provided above.

Please advise at your earliest convenience. If you require additional information, please contact Vickey Morris at 480-747-9408 or vmorris@cavanrealestate.net.

Respectfully,

MMV Devco, LLC

Gary M. Burton
Authorized Representative

Attachment: Traffic Impact Analysis, 5/20/1992 as revised.

MMV
DEVCO, LLC

September 30, 2015

Mr. Chris Kirkendall
City of Flagstaff Stormwater Department
211 W Aspen Avenue
Flagstaff, Arizona 86001

RE: McMillan Mesa Village – Drainage Impact for Re-Zoning

Dear Mr. Kirkendall:

We respectfully request the City of Flagstaff accept and review the information provided herein for consideration as to whether a new Drainage Impact Analysis will be required as a part of the Minor Amendment to the McMillan Mesa Village Specific Plan and the Regional Plan (the "Amendment"). Prior to the adoption of the Specific Plan, a Drainage Analysis for the McMillan Mesa Village (the "Analysis") was prepared by Pike Engineering on May 21, 1991, with multiple revisions up to October 9, 1992. (copy attached hereto). At the time the Analysis was prepared the infrastructure for the subdivision was contemplated, however it was not completed. In 2006, the Developer began the design and City submittals for construction of the infrastructure. As a component of the design and construction of the infrastructure, the Developer hired Shephard Wesnitzer, Inc. to provide a detailed hydrology study, also referred to as the Final Drainage Report for McMillan Mesa Village (the "Drainage Report"). The initial study was provided to the City on August 23, 2007, was revised on February 7, 2008, and the last revision was published on March 12, 2014.

The Developer was given direction by City of Flagstaff Ordinance No. 1779 that the drainage impact analysis provided for the Specific Plan adoption *shall be revised to utilize the City's sub-regional detention basin policy approach, to include limiting the maximum number of detention basins to six.* The Drainage Report adopted the sub-regional detention basin policy; however there are two differences from the Analysis, to wit: 1) the Analysis did not locate the detention ponds in the lowest areas of the basins or near historic discharge points; and 2) the drainage characterized in the Analysis was based upon 10-foot contours, whereas the current Drainage Report used 1-foot aerial topography. Other than those 2 differences, the Drainage Report supports the full build-out condition of the Specific Plan.

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480-627-7000

The following table identifies the drainage basins as identified in the Analysis and the Report as well as the associated land use for parcels located within each basin:

Drainage Basin	Parcels located with Basin	Parcel ID and Land Use
A	Majority of Parcel F All of Parcel E All of Parcel C All of Parcel D1 northern portion Parcel B City property containing a FUTS Trail	Parcel F = BP (nka RD) Parcel E = BP (nka RD) Parcel C = SC Parcel D1 = BP(nka RD) Parcel B= HDR Open Space
B	Portion Parcel B, incl sloped resource protection area	HDR
C	Portion Parcel B All of Parcel H northern portion of Parcel Ia	Parcel B = HDR Parcel C = MDR Parcel Ia - R1
D	All of Parcel D3 All of Parcel D2 City property containing a FUTS Trail	Parcel D3 = BP (nka RD) Parcel D2 = BP (nka RD) Open Space
E	remainder of Parcel F	Parcel F = BP (nka RD)
G	Southern portion of Parcel IA Parcels Ib and Id	Parcels Ia, Ib, and Ic = R1

As you can see from the table above, the post developed runoff, according to the land uses attributed to the parcels and pursuant to the Specific Plan, allowed for a considerable amount of impervious surfaces such as commercial roof tops, parking lots, driveways, etc. The scale allowed for commercial development according to the specific plan varied from Neighborhood scale on Parcel C to Community scale on Parcels D, E and F, thus allowing for a larger max FAR and the corresponding parking structures as required.

Our proposal to down-zone Parcels C, D1, and D3 would take approximately 21.32 net acres out of the commercial development design standard and replace it with medium density residential that allows for a max building coverage of 40% and a height restriction of 35 feet. It is worth noting that as a component of this Amendment, the Developer is transferring density from Parcel B to Parcels C, D1 and D3, thereby decreasing the density on Parcel B by almost half.

It is the Developer's belief that in concert with the low-impact development design required for each parcel within the McMillan Mesa Village, the sub-regional basin will function more efficiently by reducing the impervious cover and decreasing the density of development. The regional detention ponds have been built and it is anticipated that the ponds will be modified as needed for the actual development that occurs on each parcel. Each parcel will be required to create a separate Drainage Report and LID Manual as it is developed. The final design of the McMillan Mesa Village stormwater system has been designed to convey discharge at levels at or below historic peaks with no adverse impacts downstream and the down-zoning of several parcels and density transfer will not have a negative impact upon the neighboring properties.

We respectfully submit this memorandum for your consideration regarding the need for additional drainage analysis. Please advise at your earliest convenience. If you require additional information, please contact Vickey Morris at 480-627-7000 or vmorris@cavanrealestate.net.

Respectfully,

MMV Devco, LLC

Gary M. Burton
Authorized Representative

DEVELOPMENT AREA B 22.92 acres*

Zoning District High Density Residential

Development Option Planned

Specific Performance Standards

Planned Development	
Maximum Gross DUA	22
Minimum OSR	.20
Maximum Net DUA	28
Maximum Building Height	45 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	246

Restrictions

1) No buildings will be constructed westerly of the cliff line between mesa top and Turquoise Drive. This is approximately the dashed line on the plan and described below. Utility easements and trails will be permitted in the sloe area. See Appendix A for line definition.

2) Building height shall be limited to one story within 100 feet of Forest Avenue right-of-way as illustrated on Exhibit "H" of the Specific Plan.

3) Setbacks from Forest Avenue right-of-way will be 50 feet for buildings and parking as illustrated on Exhibit "H" of the specific plan.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA C 7.67 acres*

Zoning District Medium Density Residential

Development Option Planned

Specific Performance Standards

Planned Development

Maximum Gross DUA	9
Maximum OSR	.15
Maximum Net DUA	9
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	69.03

Restrictions

1) Rear minimum setback may be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard are per unit is provided.

2) If a Planned Residential Development is applied to parcel, the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Flagstaff Zoning Code Section 10-40.60.270.)

3) “Open Space” includes active and passive recreation uses, landscape areas, community gardens and any credit for open space deed restriction provided for in conveyance of Parcel Ic to Owner’s Association.

4) Parcel C may be combined with Parcel D1 for development of one parcel.

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA D1 7.35 acres*

Zoning District Medium Density Residential

Development Option Planned

Specific Performance Standards

Planned Development

Maximum Gross DUA	9
Maximum OSR	.15
Maximum Net DUA	9
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Dwelling Units	66.15

Restrictions

1) Rear minimum setback may be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard are per unit is provided.

2) If a Planned Residential Development is applied to parcel, the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Flagstaff Zoning Code Section 10-40.60.270.)

3) "Open Space" includes active and passive recreation uses, landscape areas, community gardens and any credit for open space deed restriction provided for in conveyance of Parcel Ic to Owner's Association.

4) Parcel D1 may be combined with Parcel C for development of one parcel.

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA D2 1.95 acres*

Zoning District Business Park

Development Option Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	385,211 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	355,580 SF

Restrictions

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA D3 6.3 acres*

Zoning District Medium Density Residential

Development Option Planned

Specific Performance Standards

Planned Development

Maximum Gross DUA	9
Maximum OSR	.15
Maximum Net DUA	9
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning	Code Table 10-50.80.040.A
Maximum Dwelling Units	56.7

Restrictions

1) Rear minimum setback may be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard are per unit is provided.

2) If a Planned Residential Development is applied to parcel, the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Flagstaff Zoning Code Section 10-40.60.270.)

3) "Open Space" includes active and passive recreation uses, landscape areas, community gardens and any credit for open space deed restriction provided for in conveyance of Parcel Ic to Owner's Association.

The Flagstaff Zoning Code and any subsequent amendments thereto, should be consulted for current specific standards. See also Chapter 11-20 Subdivision and Split Regulations for subdivision design standards and requirements.

*Base Site Area

DEVELOPMENT AREA E 7.8 acres*

Zoning District Business Park

Development Option Transportation Corridor
Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	110,424 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	101,930 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

2) Building height shall be limited to one story within 100 feet of Forest Ave.

3) No commercial lodging will be allowed.

4) No restaurant development option will be allowed.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA F 27.50 acres*

Zoning District Business Park

Development Option Business Park Uses

Specific Performance Standards

a) Business Park Use

Maximum Gross FAR	.33
Minimum LSR	.35
Maximum Net FAR	.50
Maximum Building Height	35 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	389,317 SF

b) All Other Uses

Maximum Gross FAR	.30
Minimum LSR	.40
Maximum Net FAR	.55
Maximum Building Height	40 feet
Parking – See Flagstaff Zoning Code Table 10-50.80.040.A	
Maximum Scale	Community
Maximum Floor Area	359, 370 SF

Restrictions

1) Setback from the Forest Ave right-of-way shall be a minimum of 75 feet for buildings and parking.

2) Building height shall be limited to one story within 100 feet of Forest Ave.

3) No commercial lodging will be allowed.

4) Restaurant development option shall be limited to one restaurant of the full service, sit down type, with no drive through or fast food characteristics. It shall be limited to a size of 7,500 square feet and be located at least 250 feet from the northwest corner of the development area.

5) Fifty percent (50%) of the trees located in the tree protection area, as shown on Exhibit I of the Specific Plan, and having a DBH of six (6) inches or more shall be retained and protected. Prior to development approval of area "D", the protection are, as illustrated on Exhibit I shall be legally described.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

DEVELOPMENT AREA G 2.48 acres*

Parcel formerly referred to as Parcel G in the McMillan Mesa Specific Plan is now referred to as Parcel D3. (see COFlagstaff Land Swap with MMV Devco, LLC dated 12/21/2007)

DEVELOPMENT AREA H 8.07* acres

Parcel not subject of Specific Plan Amendment: currently developed as affordable housing by Flagstaff Senior Living.

DEVELOPMENT AREA I 10.84 acres* and 11 platted lots (1.82 ac)

Zoning District

R-1	10.62 ac
HR	.22 ac
Lots	1.82 ac

Development Option Planned
Single Family

Specific Performance Standards

Planned Development	
Maximum Gross DUA	4.55
Minimum OSR	.30
Maximum Net DUA	10.00
Maximum Building Height	35 feet
Minimum Site Area	10 ac

Parking – See Flagstaff Zoning Code Table 10-50.80.040.A

Site Capacities Calculated	
Dwelling Units – Sub-Area I(a)	48.31
Dwelling Units – Sub-Area I(b)	3.92
Dwelling Units – Sub-Area I(c)	**0.00**
Total for Sub-Areas I(a-c)	52.23
Platted Lots – Sub-area I(d)	11
Maximum Dwelling Units	63

Density Transfer
The maximum yield site capacity for residential units from Development Sub-Area I(c) (4.982 ac) shall be transferred to Development Sub-Area Ia or Development Area H on the condition and with the restriction that Development Sub-Area Ic shall remain undeveloped Open Space, with no future right to any residential use. The development site capacity for residential use of Development Sub-Areas Ia and Ib shall be the sum of the calculated site capacity of Development Sub-Areas Ia, Ib, and Ic under their current zoning. See Appendix A.

Restrictions

1) No buildings will be constructed in the steep slow protection area. See Appendix A for line definition.

2) Building shall be limited to two stories.

3) Only single family detached housing types will be permitted in that portion of Area I located south of Pinon Court.

4) Parcel Ic is designated as Open Space.

NOTE: See also the first page of this section for description of other development criteria and controls. The above areas and standards are for planning purposes only. The Flagstaff Zoning Code should be consulted for current specific standards.

*Base Site Area

Tiffany Antol

From: Mark Sawyers
Sent: Friday, January 15, 2016 10:48 AM
To: Tiffany Antol
Subject: FW: Pinecliff Dr and the McMillan Mesa Village

-----Original Message-----
From: David Wessel
Sent: Friday, January 15, 2016 8:38 AM
To: 'jasoncarolyn2008@gmail.com'
Cc: Jeffrey Bauman
Subject: RE: Pinecliff Dr and the McMillan Mesa Village

Dear Ms. Carpenter,

I forwarded your comments to the City Traffic Engineer who is responsible for traffic impact analysis. He will be in touch with you shortly.

I am working on an update to the Regional Transportation Plan where we are discussing long term transportation solutions. Two projects being discussed but that don't have funding are the completion of Ponderosa Parkway past the Catholic Church and a new road on the east side of the Mesa, parallel to Pine Cliff that connects Ponderosa Parkway to Gemini. The latter project is controversial in that it will impact open space. Both projects should take pressure off of Pine Cliff.

You may send comments about these projects and other thoughts you may have on transportation to me and we will add them to the record for the plan and consider them in its drafting.

Sincerely,
David Wessel

David Wessel, Manager
Flagstaff Metropolitan Planning Organization
211 W. Aspen Avenue
Flagstaff, AZ 86001
dwessel@flagstaffaz.gov (email)
928-213-2650 (office)
928-699-3053 (cell)
928-779-7696 (fax)

-----Original Message-----
From: jasoncarolyn2008@gmail.com [mailto:jasoncarolyn2008@gmail.com]
Sent: Thursday, January 14, 2016 10:46 AM
To: David Wessel
Cc: jasoncarolyn2008@gmail.com
Subject: Pinecliff Dr and the McMillan Mesa Village

Good Morning,

I am sure this is not the first time you have been contacted regarding traffic on North Pinecliff Dr. There has been constant neighborhood concern regarding the speed limit on North Pinecliff Dr, it is zoned as 30 MPH. I am uncertain why we are zoned 30 MPH vs 25 MPH of all other residential streets. This is a neighborhood street with 10 homes where 11 children under the age of 10 years old live. There are also family pets and school children walking to school on this stretch of North Pinecliff Dr. I have owned our home 1080 North Pinecliff Dr for over 5 year and have 2 young children. During this time there have been a handful of times where I have been I contact with a traffic police officer stationed on Pinecliff, it was never during busy traffic times. Typically there are cars speeding on this stretch of road most often during the morning during the BASIS student drop off and mid afternoon during student pick up. What will it take to reduce the speed limit on the residential section of North Pinecliff Drive to 25 MPH?

This brings me to my next point, the stand still congestion of traffic on the stretch of Pinecliff Dr during peak drop off and pick up times of students.I am excited to see the city bus has added to stop in front of BASIS. I still experience stand still traffic on a regular basis in front of this school at approx 4pm Monday -Friday. Not only is this a neighborhood nuisance but caused concern getting emergency vehicles to this area.

As a resident of Pinecliff Drive I attended a meeting last night regarding the rezoning of the McMillan Mesa Village. In this meeting Vicky, the meeting facilitator, provided the "Traffic Impact Entitlements" created in 1992 and proposed Traffic Impact Entitlement with the rezoning. (I will send copies of these documents as attachments). I have many concerns with this.
To keep it short, I will address the current traffic concerns / BASIS congestion in regards to the research we were presented. For the 1992 Traffic Impact, "Parcel J is a school with 600 students, total ADT 823." The Traffic Impact Post zoning states "parcel D2, BASIS school 500 students with 450 ADT." This is concerning to me and this point has brought up time and time again in every McMillan Mesa Village rezoning meeting that I have attended. Vicky assured us that the appropriate traffic studies were conducted in 1992 and the roads (Pinecliff and Gemini) were constructed under city specifications to allow for the flow of these vehicles. Yet, twice a day Monday- Friday there is stand still traffic on Pinecliff Dr. I can not see that adding 490 residential units, the proposed rezoning by the McMillan Mesa Village will create a better traffic flow and reduce the amount of traffic thru BASIS.
The facilitatory Vicky stated "In their traffic study they are not required to address the traffic that is created by the existing Montisorri Charter School already existing on the Mesa and the future Charter school opening at the Catholic Church."
I am requesting a city sponsored traffic study done when school is in session of Gemini, Pinecliff Drive and Ponderosa Parkway. A majority of vehicles use Pinecliff Drive as a through fair vs Gemini which is what was proposed by McMillan Mesa Village representatives.

To be clear, the rezoning of McMillan Mesa Village is not my primary concern here, instead I am worried about the existing traffic and speed limit on North Pinecliff Dr and that the traffic studies that have been done do not accurately reflect the current issues.
Sincerely,
Carolyn Carpenter
1080 North Pinecliff Dr.
Flagstaff Az 86001
928.890.8557

P.S. If you feel this letter needs to be forwarded to anyone else please feel free to do so. If this letter is forwarded please update me so all future communications can be sent to the appropriate party.

Sent from my iPad

Tiffany Antol

From: Mark Sawyers
Sent: Friday, January 08, 2016 1:55 PM
To: Tiffany Antol
Subject: FW: Cavan McMillian Mesa Zoning Case

From: kenberkhoff@gmail.com [mailto:kenberkhoff@gmail.com] **On Behalf Of** Ken Berkhoff
Sent: Friday, January 08, 2016 1:17 PM
To: Mark Sawyers
Subject: Cavan McMillian Mesa Zoning Case

Mark,

I am writing in support of the re-zoning cases on McMillian Mesa by Dave Cavan.

These re-zoning cases are justified due to the usefulness of the current zoning.

Mr. Cavan has completed many projects here in Flagstaff that are now community assets, I'm sure these will be the same.

Thank You.

--
Ken Berkhoff, "Land Man", Owner/Broker
1st Brokers Realty-Commercial Specialists
"Home of 1st Class Service"
1500 E. Cedar Ave.
Suite 86-B
Flagstaff, AZ 86004
Cell: 928-606-0800
Fax: 888-500-0310
www.1stBrokersRealty.com

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Tiffany Antol

From: getboet@localnet.com
Sent: Sunday, January 17, 2016 7:12 PM
To: Tiffany Antol
Subject: McMillian Mesa Village amendments

Dear Tiffany,

This is email is concerning the proposed changes to zoning and amendments to the regional plan on McMillian Mesa.

My name is Lori Boettcher. I have been an active member of the Flagstaff community trying to give input on the development plans of our precious Mesa since the 90's.

At our recent meeting with the Developers, Cavan, was selling their proposed changes of the current zoning plans by showing us their large binder of required paperwork they completed so that they could have their current zoning designations changed. At the meeting we were not shown any concept plans of these proposed changes of land use, in order for residents to comment on the proposed developments' alignment of design with the values Flagstaff residents continue to share with Council about proposed growth in Flagstaff..ex. view shed, lighting, recreational access, and wildlife sensitivity.

Developers have said this proposal is a "downsizing" so there is no need for future analysis of the traffic impact or drainage and/or water studies. Does this mean taxpayers will have to pay for upgrades to roads and water issues after Developers have accrued profits from their sales?

I feel the residents of Flagstaff should see the concepts plans for proposed changes so important input can be made before Developers are granted any rezoning changes.

Thank you for sharing this with interested parties.

Sincerely,

Lori Boettcher

Tiffany Antol

From: Missymoet@aol.com
Sent: Friday, January 08, 2016 2:56 PM
To: Josh Copley
Cc: Tiffany Antol; Mark Sawyers; mlandseide@flagstaffaz.gov; Daniel Folke; David Wessel; Jeffrey Bauman; Rick Barrett; Barbara Goodrich; Eva Putzova; Celia Barotz; Jerene Watson
Subject: Traffic Impact Study for McMillan Mesa Village

Dear Mr. Copley,

This week there will be the required public meeting by the developer regarding the rezoning from Research/Development/Commercial to Residential at McMillan Mesa Village. It is our understanding the City is not requiring the developer to conduct a new Traffic Impact Study for this zone change but instead relying on the study that was done for the McMillan Mesa Specific Plan in 1992. Given all of the traffic issues facing Flagstaff, we are stunned that the city is relying on a TIA from 24 years ago. How is this defensible?

We understand that the developers already have the right to build 491 residences and will not be adding more. But since 1992 much has changed on McMillan Mesa. We have Basis Charter School and a new Catholic School under construction. Basis School has created some real traffic problems, which will only be exacerbated when the new Catholic School opens and more of the planned development on the private land is built. While we understand that the Basis School, working with the city, has made attempts to relieve some of this traffic, that doesn't eliminate the need and responsibility of the developer to insure that the changes they are making won't have an impact over and above what was planned for in 1992.

If after the McMillan Mesa Village rezoning is approved and construction is completed, we find our traffic problems on the Mesa have worsened, what will the city do then? Will they ask the taxpayers to foot the bill to rectify a problem that the city should have anticipated as it evaluated the rezoning application? Now is the time to ask the developers to provide a new TIA to see if there is adequate road infrastructure on the Mesa to accommodate this growth. By not requiring the developers to provide the TIA, you are misleading the citizens, who ultimately will be asked to pay for the solutions to these traffic problems that we will undoubtedly be faced with.

Marilyn Weissman
Steve Hirst
McMillan Mesa residents

Tiffany Antol

From: Missymoet@aol.com
Sent: Thursday, January 21, 2016 9:54 AM
To: Tiffany Antol
Subject: Mesa rezone Conditions
Attachments: Conditions letter 012016.doc

Tiffany,
Here is my list of conditions I would like to see applied to the Mesa rezone. Please include in you packet.
Since the P&Z hearing will be the first opportunity we have to see Cavan's presentation on this development, will we be able before the City Council meeting to send in further comments to include in your staff report or is this our only opportunit?
Marilyn

Tiffany Antol

From: Peter Crowell <crowell.p@gmail.com>

Sent: Thursday, January 21, 2016 2:09 PM
To: Tiffany Antol
Cc: Marilyn Weissman
Subject: Comment on Cavan re-zoning application

Dear Ms. Antol:

We attended the public meeting held by Cavan Real Estate presenting their re-zoning application. We are residents of MacMillan Mesa and are, with our neighbors, concerned that future development preserve the beauty of the mesa's open space and viewscapes. We support the changes in the application that shift 200 residential units from Parcel B to parcels C, D1 and D3 re-zoned as Medium Density Residential.

We have some comments we would like you to present to the Planning and Zoning Commission and the City Council regarding this application.

Traffic

The Cavan presentation focused on reduced traffic impact due to the shift from commercial and business park uses to medium density residential. Since all of the traffic studies are based on assumptions in industry software programs, there is no reason to accept that these figures are truly accurate. We can only hope that reality may come close to the projections. The issue with BASIS school traffic, for which the Traffic Study figures are rather suspect, is one that Cavan and the City must address if it is to be mitigated. We would like to see this issue addressed in the conditions for re-zoning.

Invasive weeds

As you know, there is a real issue with invasive weeds in the areas disturbed ny the Cavan development. We feel that Cavan should remove these weeds and re-seed the area with native species as a condition of the re-zoning.

Design concept

Cavan did not share its design concept with us at the meeting. We understand that the concept provides for one-story rental cottages and two-story single-family residences. We would like the City to require that Cavan be limited to one- and two-story building heights throughout the re-zoned medium density residential area in parcels C, D1 and D3. We also request a condition that residences face the street wherever possible and that fencing be consistent throughout the areas so as to preserve views from the residences, the streets and the FUTS trails.

We appreciate your willingness to meet with those of us here on the Mesa to show us the application and hear our views. Thank you for your service to the City and to us who live here.

Peter Crowell
Pat Allin

Peter Crowell
1351 N. Pine Cliff Dr. Apt 129
Flagstaff, AZ 86001
Phone: 970.626.6923
Skype me at: peterc0527
E-mail: pcrowell@stillwatersgroup.com
www.stillwatersgroup.com

Illustrative Site Plan

0 25 50 100 NORTH

MIRAMONTE HOMES

MMV DEVCO

MCMILLAN MESA VILLAGE

City of Flagstaff, Arizona

5905 GRANITE LAKE DRIVE
SUITE 140
GRANITE BAY, CALIFORNIA 95746
P. 916.783.3700
WWW.JDAARCH.COM

JDA JEFFREY DeMURE + ASSOCIATES ARCHITECTS + PLANNERS

Date: 03.19.2015

© JEFFREY DEMURE + ASSOCIATES ARCHITECTS PLANNERS, INC.

Street Scene

MIRAMONTE HOMES

MMV DEVCO

MCMILLAN MESA VILLAGE

City of Flagstaff, Arizona

5905 GRANITE LAKE DRIVE
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Date: 03.19.2015

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McMILLAN MESA BUNGALOWS

YIELD DATA

Unit Type	Yield	Mix %
1 Bedroom	42	30%
2 Bedroom	70	50%
3 Bedroom	26	20%
	138	100.0%

Total Area: 15 +/- Acres
Density: 9.2 Du/Ac

"Disclaimer: All features, dimensions, drawings, renderings, plans and specifications are conceptual and subject to change without notice".

HADLEY DESIGN GROUP
7400 E McDonald Dr. Suite 122
Scottsdale, Arizona 85250
Tel 480.478.2096 Fax 480.478.0097
www.hadleydesigngroup.com

NORTH

0' 50' 100' 200'

SCALE: 1" = 100'

DATE: AUGUST 19, 2015

CONCEPTUAL PLAN

Street Scene

MIRAMONTE HOMES

MMV DEVCO

© JEFFREY DiMURE + ASSOCIATES ARCHITECTS PLANNERS, INC.

MCMILLAN MESA VILLAGE

City of Flagstaff, Arizona

5905 GRANITE LAKE DRIVE
SUITE 140
GRANITE BAY, CALIFORNIA 95746
P. 916.783.3700
WWW.JDAARCH.COM

JDA JEFFREY DeMURE + ASSOCIATES ARCHITECTS · PLANNERS

Date: 03.19.2015

McMILLAN MESA VILLAGE
SITE ANALYSIS MAP
FOR
PARCELS C, D1 & D3

LOCATED IN THE NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: 1"=300'

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SLOPES

THERE ARE NO SLOPE RESOURCES LOCATED WITHIN THE PROJECT AREA

PRECIPITATION PATTERN NOTE

THERE ARE TWO DISTINCT PERIODS OF PRECIPITATION IN FLAGSTAFF. THE FIRST OCCURS DURING THE WINTER MONTHS FROM NOVEMBER THROUGH APRIL WHEN THE JET STREAM CAN BE LOCATED OVER THE STATE ALLOWING PACIFIC STORM SYSTEMS TO MOVE OVERHEAD. THE OTHER DISTINCT PERIOD IS CLASSIFIED AS THE SUMMER RAINY SEASON, OR 'SUMMER MONSOON.' THE MONSOON RAINY PERIOD USUALLY OCCURS DURING JULY AND AUGUST WHEN MOST OF ARIZONA IS SUBJECTED TO WIDESPREAD THUNDERSTORM ACTIVITY. THESE THUNDERSTORMS ARE EXTREMELY VARIABLE IN INTENSITY AND LOCATION AND OCCUR MAINLY BETWEEN THE HOURS OF 11 a.m AND 6 p.m.. SOME OF THESE STORMS CAN REACH SEVERE LEVELS, WITH LARGE HAIL, DAMAGING WINDS, AND OCCASIONALLY EVEN A TORNADO. (EXCERPT FROM THE CITY OF FLAGSTAFF SUSTAINABILITY PROGRAM RECOMMENDATIONS - CLIMATE SECTION - DATED OCTOBER 17, 2012)

SOIL PROPERTIES

SOILS ARE BROLLIAR STONY CLAY LOAM BASED ON INFORMATION PROVIDED BY THE U.S DEPT. OF AGRICUTURE NATURAL RESOURCES CONSERVATION SERVICE - CUSTOM SOIL RESOURCE REPORT (DATED JUNE 24, 2015)

NOTE

THE INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, NO FIELD WORK HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC. THERE ARE NO PREHISTORIC OR HISTORIC SITES, STRUCTURES OR ROUTES LOCATED ON THE SUBJECT PARCELS.

SHEET 1 OF 1

McMILLIAN MESA VILLAGE
SITE ANALYSIS MAP
6/24/15
MES# 15152

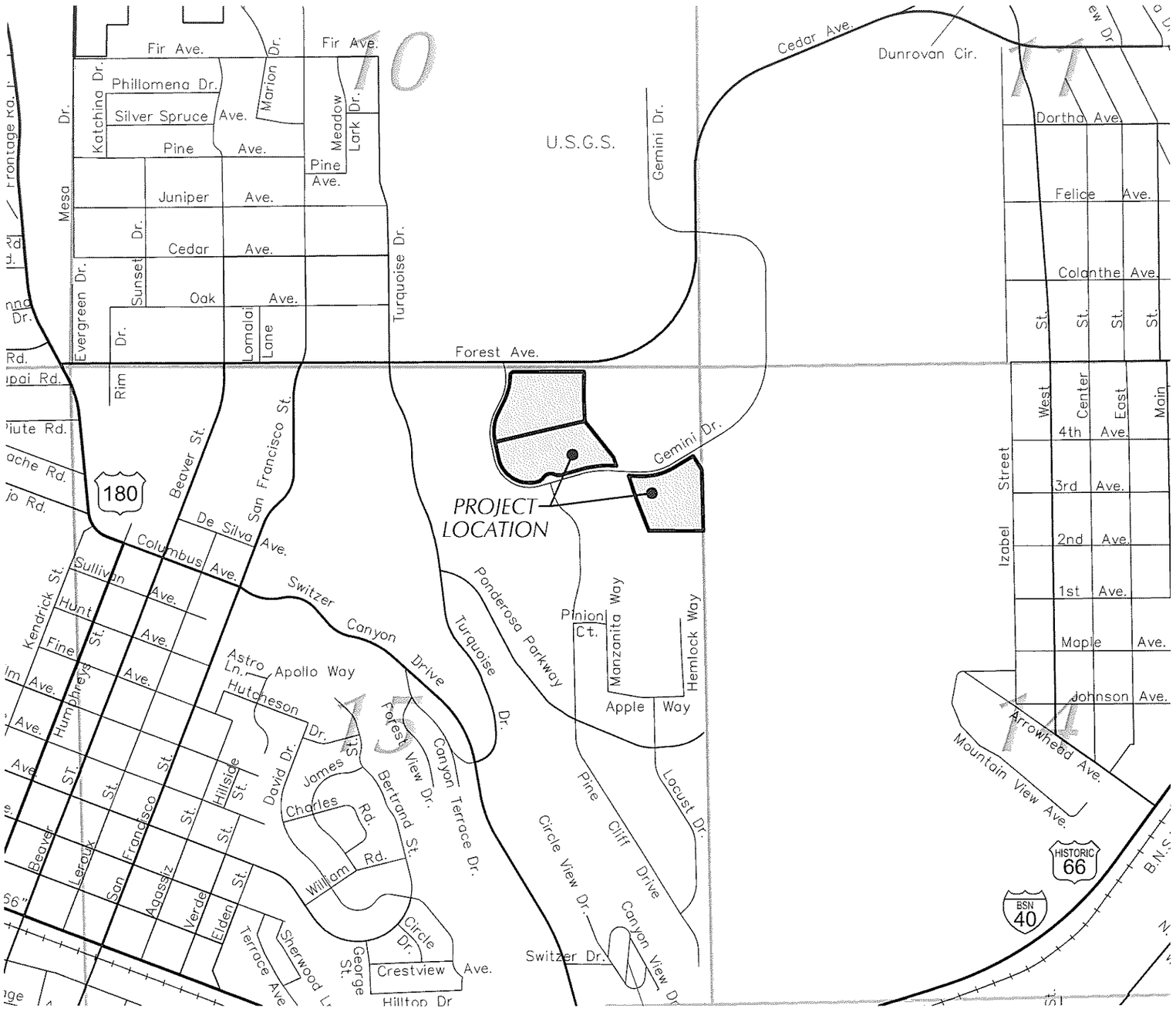
Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 6/24/15 | PROJECT NO. 15152 | REVISIONS:
DESIGNED BY: MWE | FN: SITE.DWG
DRAWN BY: MWE | VERT SCALE: N/A
CHECKED BY: KVH | HOR SCALE: 1"=300'

McMILLAN MESA VILLAGE
VICINITY
MAP
FOR
PARCELS C, D1 & D3

LOCATED IN THE NE 1/4 OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: N.T.S.



PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING

SHEET 1 OF 1

McMILLIAN MESA VILLAGE
VICINITY
MAP
6/24/15
MES# 15152

Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 6/24/15
DESIGNED BY: MWE
DRAWN BY: MWE
CHECKED BY: KVH
PROJECT NO. 15152
FN: VIC-MAP.DWG
VERT SCALE: N/A
HOR SCALE: 1"=300'
REVISIONS:

McMILLAN MESA VILLAGE CONTEXT ANALYSIS MAP FOR PARCELS C, D1 & D3

LOCATED IN THE NE 1/4 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SCALE: 1"=300'

ZONING LEGEND

BP:	BUSINESS PARK
SC:	SUBURBAN COMMERCIAL
RR:	RURAL RESIDENTIAL
PF:	PUBLIC FACILITY
MR:	MEDIUM DENSITY RESIDENTIAL
HR:	HIGH DENSITY RESIDENTIAL
R1:	SINGLE FAMILY RESIDENTIAL

EXISTING USES

ALL PARCELS SHOWN HEREON ARE VACANT EXCEPT WHERE NOTED OTHERWISE

NOTE

THE INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, NO FIELD WORK HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SHEET 1 OF 1

McMILLIAN MESA VILLAGE
CONTEXT ANALYSIS
MAP
6/24/15
MES# 15152

Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 6/24/15 | PROJECT NO. 15152 | REVISIONS:
DESIGNED BY: MWE | FN: CONTEXT.DWG
DRAWN BY: MWE | VERT SCALE: N/A
CHECKED BY: KVH | HOR SCALE: 1"=300'

3488287 1 of 4

PLOTTED: Mar 06, 2008-8:03am

CITY OF FLAGSTAFF
FINAL PLAT FOR
McMILLAN MESA VILLAGE

LOCATED WITHIN THE SE ¼ OF SECTION 10, SW ¼ OF SECTION 11,
NW ¼ OF SECTION 14, AND THE NE ¼ OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN,
COCONINO COUNTY, FLAGSTAFF, ARIZONA

C.O.F. FILE NO. : DRB 06-052

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	LOT GEOMETRY
3	LOT GEOMETRY
4	LOT GEOMETRY

DEVELOPER/OWNER:
MMV DEVCO, LLC c/o
CAVAN MANAGEMENT SERVICES, L.L.C.
15333 NORTH PIMA ROAD, SUITE 305
SCOTTSDALE, AZ 85260
(480) 627-7000

SURVEYOR:
SHEPHARD-WESNITZER, INC.
THOMAS J. BUTLER
110 WEST DALE AVE. SUITE 1
FLAGSTAFF, AZ 86001
(928)773-0354

ENGINEER:
SHEPHARD-WESNITZER, INC.
JOHN L. CARR
110 WEST DALE AVE. SUITE 1
FLAGSTAFF, AZ 86001
(928)773-0354

DEDICATION

STATE OF ARIZONA)
)SS.
COUNTY OF COCONINO)

KNOW ALL MEN BY THESE PRESENTS: That MMV DEVCO, LLC, (An Arizona limited liability company), as Owner, hereby publishes this plat as and for "McMillan Mesa Village", a subdivision of a portion of land situated in the SE ¼ of Section 10, SW ¼ of Section 11, NW ¼ of Section 14, and the NE ¼ of Section 15, Township 21 North, Range 7 East, in the Gila and Salt River Base and Meridian, Coconino County, Arizona, as shown and platted hereon, and hereby declares that said plat sets forth the locations and gives the dimensions and measurements of the parcels, lots, tracts, streets and easements constituting same and that each such parcel, lot, tract, street and easement shall be known by the number or name given to each, respectively.

The Owner hereby dedicates to McMillan Mesa Village Owners Association, Inc., an Arizona non-profit corporation, ("Association"), an easement over, under and across all those certain drainage and detention basin easements as depicted and described hereon for the purpose of constructing, operating, managing, repairing and maintaining the common drainage facilities necessary for the protection of the properties hereon from flooding and erosion.

The Owner additionally hereby dedicates to the City of Flagstaff:
1. all those certain public rights of way for Pine Cliff Drive, Gemini Drive, Forest Avenue and Turquoise Drive as named and shown hereon. Said public rights of way are dedicated for the purposes of public roadways, access, utilities and related improvements.
2. an easement over, under and across all those certain drainage and detention basin easements as depicted and described hereon for the purpose of protecting the public. This easement entitles the City to act as necessary to maintain drainage facilities in the event that the Owners Association fails to operate and/or maintain said drainage facilities appropriately. City shall not be construed to have a duty to act nor shall City assume the Owners Association's financial obligations of maintenance of such facilities at its expense.
3. all public utility easements (P.U.E.) shown hereon for the benefit of all authorized utility companies for public utility and access purposes only.
4. a permanent Flagstaff Urban Trail System (F.U.T.S.) easement over, under and across those parcels as shown hereon. Where the location of the F.U.T.S. easement hereon is described by a centerline, the F.U.T.S. easement shall be 20-feet wide, 10-feet on each side of the described centerline.

IN WITNESS WHEREOF: MMV DEVCO, LLC, as said Owner, has hereunto caused its name to be signed.

Done at Scottsdale, Arizona, this 12th day of MARCH 2008.

MMV DEVCO, LLC, an Arizona limited liability company

By: Cavan Management Services, L.L.C., an Arizona limited liability company, its Manager

By: _____ (signature)
David V. Cavan
Its: Sole Member

Instrument # 3488287 1 of 4
Recorded At The Request Of
City of Flagstaff
Date: 3-10-08 10:00am
Records of Coconino County, AZ
Candace Owens, County Recorder

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF Maricopa)

On this 12th day of March, 2008, before me, the undersigned personally appeared, David V. Cavan, Sole Member of Cavan Management Services, L.L.C., an Arizona limited liability company, the Manager of MMV DEVCO, LLC, an Arizona limited liability company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein constrained.

IN WITNESS WHEREOF: I hereunto set forth my hand and official seal

Ann L. Severud
NOTARY PUBLIC

My Commission Expires: March 7, 2009

ANN L. SEVERUD
Notary Public - Arizona
Maricopa County
My Comm. Expires Mar 7, 2009

Acknowledged and Approved:

LENDER: RELIANCE BANK

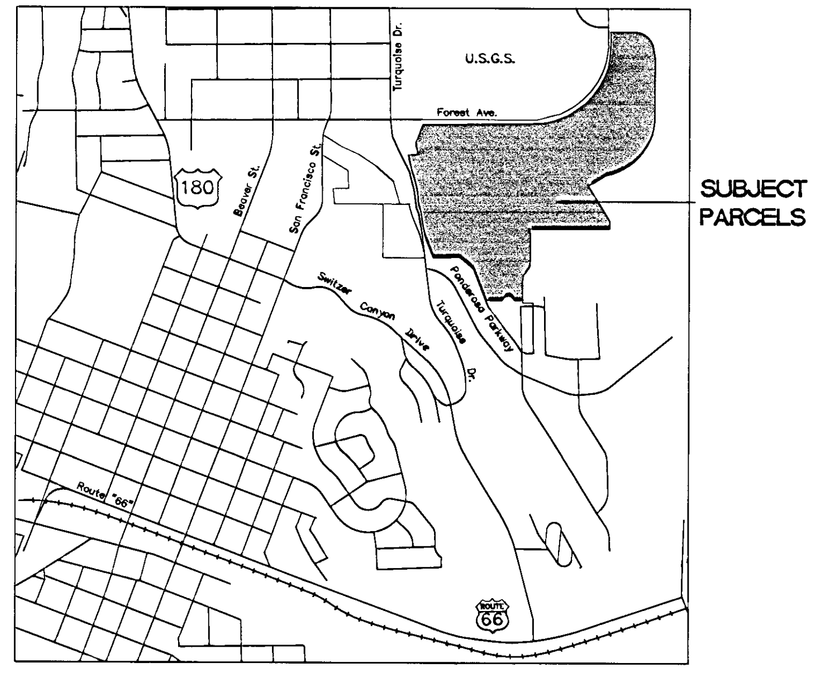
By: DAVID MATTHEWS
(Name)
MARKET PRESIDENT
(Title)

C C and Rs

THE DEDICATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR "MCMILLAN MESA VILLAGE" ARE TO BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER, COCONINO COUNTY, ARIZONA, AND HEREBY INCORPORATED AS A PART OF THIS PLAT.

RIGHT-OF-WAY DEDICATION

THE TOTAL AREA FOR ALL THOSE CERTAIN PUBLIC RIGHTS OF WAY DEDICATED TO THE CITY OF FLAGSTAFF UPON RECORDATION OF THIS PLAT IS 6.91 ACRES.



SUBJECT PARCELS

VICINITY MAP
N.T.S.

FEMA DESIGNATION

THE PROJECT AREA IS ENTIRELY WITHIN ZONE C AS DESIGNATED BY FEMA FIRM'S 040020 0002C AND 040020 0007D. FEMA DESIGNATES ZONE C AS "AREAS OF MINIMAL FLOODING."

BENCH MARK

THE SITE BENCHMARK FOR THIS PROJECT IS A FOUND 3" BRASS CAP MONUMENT (CONTROL POINT #1251) AT THE NORTHEAST CORNER OF SECTION 15 (C.O.F. POINT #1720110). (NGVD 29) ELEVATION = 7,100.361 FEET

NOTE

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

CERTIFICATE OF LAND SURVEYOR

This is to certify that the survey of the property described and platted hereon was made under my direction and supervision and is accurately represented on this plat.
I also certify that the plat is in substantial conformance to the approved tentative plat and that this plat is correct and accurate as shown to the best of my knowledge and belief.

Registered Land Surveyor Thomas J. Butler

Date 03/06/08

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
40640
THOMAS J. BUTLER
ARIZONA, U.S.A.

Expires 3/31/2010

BASIS OF BEARINGS AND COORDINATES

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2002.0)
VERTICAL DATUM: NGVD 29 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (06)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF CONTROL POINT 1720110 (NGVD 29) USING GPS WITH NGS GEOID MODEL "GEOID03". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST-SQUARES ADJUSTMENT OF OVER-DETERMINED AND STATISTICALLY INDEPENDENT OBSERVATIONS.

BEARING AND DISTANCE BETWEEN CITY OF FLAGSTAFF POINT 1620000 AND 1720110: S 35° 51' 18" E 1788.55 FT

POINT #31 (COF # 1620000)
NGS DISK IN CONCRETE STAMPED "FLAGSTAFF NCMN 1981" (FQ0454)

LATITUDE = 35° 12' 52.88786" N	NORTHING = 78,170.783 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 05.04145" W	EASTING = 64,601.253 FT	HORIZ = NOT ADJUSTED
ELLIPSOID HEIGHT = 7,038.636 FT	ELEVATION = 7,111.107 FT	VERT = NOT ADJUSTED

POINT #1250 3" ALUM. CAP USDAFS T21N R7E

LATITUDE = 35° 12' 38.45929" N	NORTHING = 76,711.778 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 24.31349" W	EASTING = 63,001.239 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 6,909.344 FT	ELEVATION = 6,981.825 FT	VERT = ±0.061 FT

POINT #1251 (COF # 1720110) SITE BENCHMARK 3" BRASS CAP USDIBLM 1981

LATITUDE = 35° 12' 38.55632" N	NORTHING = 76,721.086 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 52.41747" W	EASTING = 65,648.890 FT	HORIZ = ±0.046 FT
ELLIPSOID HEIGHT = 7,027.830 FT	ELEVATION = 7,100.361 FT	VERT = ±0.055 FT

POINT #1329 3" ALUM. CAP 1/4 S15-S14 2003 RLS 26406

LATITUDE = 35° 12' 11.66293" N	NORTHING = 74,001.019 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 51.60653" W	EASTING = 65,715.813 FT	HORIZ = ±0.187 FT
ELLIPSOID HEIGHT = 6,932.443 FT	ELEVATION = 7,005.046 FT	VERT = ±0.101 FT

UTILITY COMPANY APPROVALS

Marti Montoya — ARIZONA PUBLIC SERVICE — 3-7-08 DATE
Eric Anderson — UNISOURCE ENERGY SERVICES — 3-6-08 DATE
[illegible] — QWEST COMMUNICATIONS — 3-11-08 DATE
[illegible] — NPG CABLE — 3-7-08 DATE

CITY OF FLAGSTAFF APPROVALS

CITY OF FLAGSTAFF
It is hereby certified that this plat has been officially approved for the record by the Council of the City of Flagstaff, Coconino County, Arizona, on the 20 day of MARCH, 2007

BY: _____ Mayor
ATTEST: Margie Brown City Clerk

It is hereby certified that this plat has been officially approved for the record by the Development Review Board of Flagstaff, Arizona, on the 31 day of JANUARY 2008.

BY: James Mronk Chairperson
ATTEST: Robert A. Barrett City Engineer

RATIFICATION STATEMENT

The undersigned, on behalf of RELIANCE BANK, a Missouri Banking Institution ~~Corporation~~, holding an interest in the real property herein described pursuant to that certain deed of trust and assignment of rents recorded in instrument number 03-3485929 records of Coconino County, Arizona, hereby ratifies this subdivision plat. The undersigned further agrees that no foreclosure, trustee's sale or exercise of any remedy under the instruments whereby the undersigned acquired its respective interest in the property shall defeat, extinguish or otherwise affect the validity or applicability of this plat. The ratifier also concurs with the dedication of roadways and granting of easements.

By: _____ Date: MAY 9, 2008
(NAME)

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

SWI
Shephard Wesnitzer, Inc.
110 West Dale Ave.
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO:	06261
DATE:	FEB. 2008
SCALE:	NTS
DRAWN:	TH
DESIGN:	N/A
CHECKED:	TB

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT
COVER PAGE

DRAWING NO. FP1
SHT NO. 1 OF 4

Official Records of Coconino County 3488287
Candace Owens - Recorder 05/30/2008 02:36 PM Pgs: 4
CITY OF FLAGSTAFF M-P $48.00

FILE: P:\2006\06261\EP\FINPLAT\FP-06261.dwg Eagle_Point_98

3468287 Pages: 2 of 4 05/30/2008 02:38:01 PM

FILE: P:\2006\06261\EP\FNPLAT\FP-06261.dwg Eagle_Point_98

PLOTTED: Apr 29, 2008-1:38pm

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer Inc.
110 West Dale Ave.
Flagstaff, AZ 86001
928.774.8934 fax
928.773.0354
www.swi02.com

JOB NO.	06261
DATE:	FEB. 2008
SCALE:	1" = 100'
DRAWN:	TH
DESIGN:	N/A
CHECKED:	TB

FINAL PLAT
LOT GEOMETRY

McMILLAN MESA VILLAGE
FLAGSTAFF
ARIZONA

DRAWING NO. FP2
SHT NO. 2 OF 4

SEE DWG FP 3

SCALE: 1" = 100'
0 50 100

NOTES:
SEE DWG FP4 FOR LINE AND CURVE TABLES.
FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3445467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.

REGISTERED LAND SURVEYOR
GARY L. THOMAS
40640
CERTIFICATE NO.
THOMAS & BUTLER
ARIZONA U.S.A.
Expires 3/31/2010

CLIFFSIDE ESTATES
CASE 9, MAP 40

PINE CLIFF DRIVE
GEMINI DRIVE
FOREST AVENUE
TURQUOISE DRIVE

CITY PARCEL
APN: 101-28-007C
DOCKET: 1507
PAGE: 264

PARCEL H
330154 sq. ft.
7.58 Acres

PARCEL D1
320375 sq. ft.
7.35 Acres

PARCEL C
334254 sq. ft.
7.67 Acres

PARCEL E
372124 sq. ft.
8.52 Acres

PARCEL D2
217798 sq. ft.
5.00 Acres

PARCEL D3
275036 sq. ft.
6.31 Acres

PARCEL F
1075290 sq. ft.
24.69 Acres

PARCEL B
1001020 sq. ft.
22.98 Acres

NO BUILD AREA
DOCKET 1533, PAGE 966, COCONINO COUNTY RECORDERS OFFICE

CITY PARCEL #6 DETAIL 3
NTS

CITY PARCEL #6
S 89°49'12" E 9.67'
Δ=13°51'36"
R=332.00'
L=80.31'
S 01°23'37" E 79.27'

FUTS TIE-IN DETAIL 2
NTS

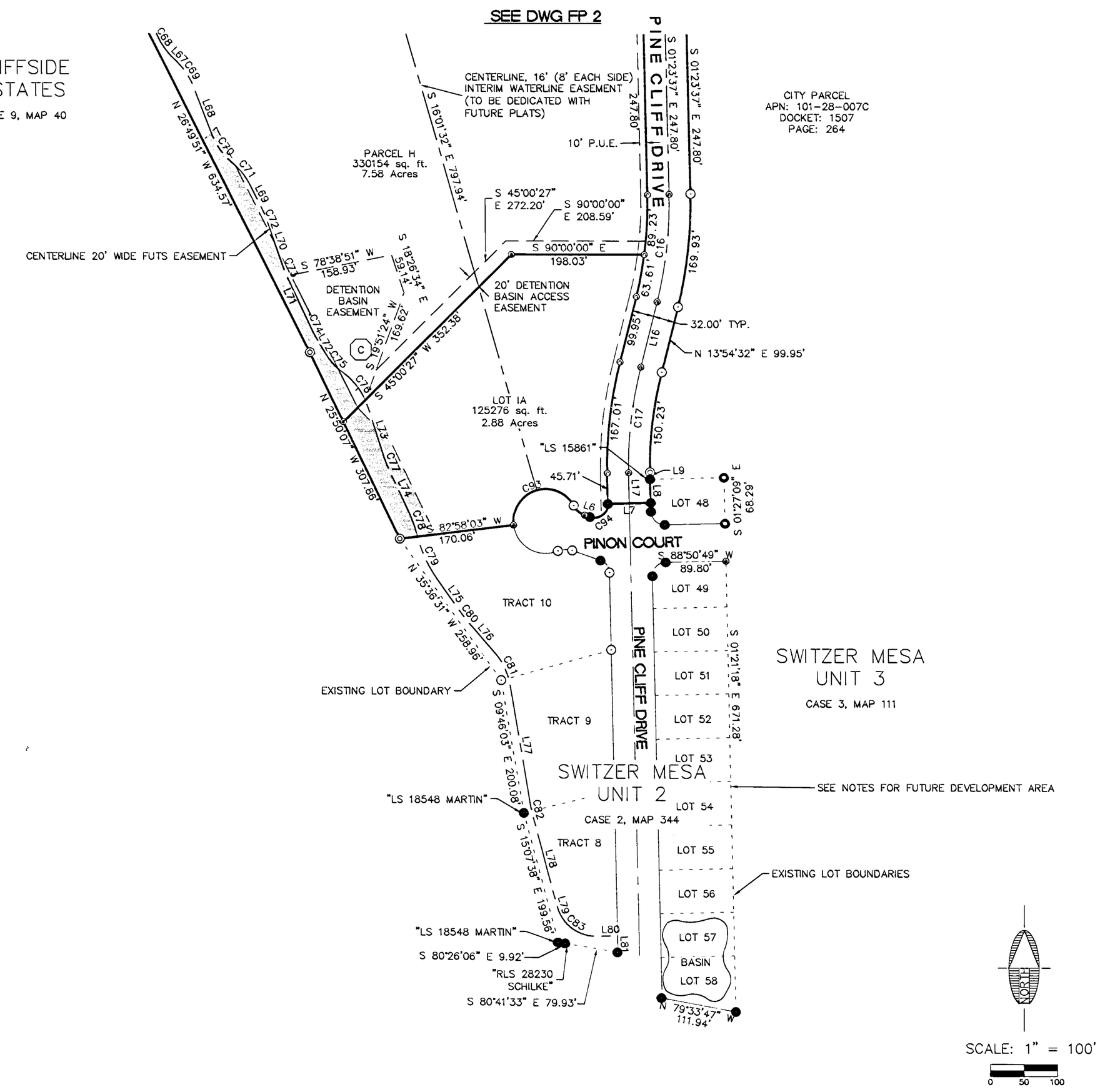
USDI-BLM LOT 3 LOT 2 1981
LOT 1
S15 S14
23.44'
42.84'
S 89°49'12" E

FUTS TIE-IN DETAIL 1
NTS

CITY PARCEL #1
INSTRUMENT #3470079
USDI-BLM LOT 3 LOT 2 1981
LOT 1
T21N R7E S10 S11 S15 S14
POINT #1251
S 87°25'02" E 55.16' 51.50'
N 87°25'02" W 73.73' 22.21'
S 31°24'41" W 24.95'
S 31°23'59" E 12.41'
N 31°23'51" W 24.98'
S 31°24'41" W 198.01'
S 01°24'03" E 198.01'
S 31°24'41" W 193.68'
S 31°24'41" W 9.98'
S 31°24'41" W 185.64'
S 58°35'19" W 237.82'
S 58°39'01" W 187.91'
S 58°15'19" W 187.98'
S 58°15'19" W 62.47'
S 58°09'15" W 50.21'
S 31°25'27" E 70.24'
N 31°30'48" W 9.71'
N 31°24'41" W 11.94'
11.96' TYP. 37.50'
S 31°24'41" W 182.32'
S 31°24'41" W 127.78'
S 31°24'41" W 37.50' TYP.
S 31°24'41" W 22.68'
S 31°24'41" W 193.68'
S 31°24'41" W 198.01'
S 31°24'41" W 198.01'
S 31°24'41" W 198.01

3488287 3 of 4

PLOTTED: May 20, 2008-10:31am



LEGEND

- PARCEL BOUNDARY LINE
- CENTERLINE
- BUILDING SETBACKS
- TWO-STORY BUILDING SETBACKS
- PUBLIC UTILITIES AND DRAINAGE EASEMENTS
- EXISTING BOUNDARIES
- EXISTING RIGHT OF WAY CENTERLINE
- EXISTING EASEMENTS
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- FOUND BRASS CAP MONUMENT AS NOTED
- FOUND 1" OPEN PIPE AFFIXED TAG STAMPED "RLS 40460"
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- FOUND CAPPED 1/2" REBAR STAMPED "NES LS 14671" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR AFFIXED TAG STAMPED "RLS 40460"
- SET 1/2" REBAR WITH ALUMINUM CAP "LS40640"
- (C) FUTURE DETENTION BASIN - APPROXIMATE LOCATION

DRAINAGE AND DETENTION BASIN NOTES:

1. THE DETENTION BASIN LOCATIONS SHOWN REFER TO THE MCMILLAN MESA VILLAGE DRAINAGE REPORT DATED AUGUST 23, 2007, AND SUBSEQUENT REVISIONS APPROVED BY THE CITY OF FLAGSTAFF. REFER TO SAID REPORT FOR BASIN VOLUME REQUIREMENTS AND STORMWATER RELEASE RATES.

2. DETENTION BASIN AND DRAINAGE IMPROVEMENTS TO BE MAINTAINED BY THE MCMILLAN MESA VILLAGE OWNERS ASSOCIATION, INC. AND CONSTRUCTED BY, OR AT THE DIRECTION OF, SAID ASSOCIATION. EACH DEVELOPING MEMBER OF THE ASSOCIATION MUST RECEIVE PRIOR APPROVAL OF STORMWATER AND DRAINAGE PLANS FROM SAID ASSOCIATION BEFORE SUBMISSION OF DEVELOPMENT PLANS TO CITY OF FLAGSTAFF.

3. MODIFICATION OF ANY DETENTION BASIN OR DRAINAGE EASEMENT SHOWN HEREON MUST BE SUPPORTED BY THE ABOVE-REFERENCED DRAINAGE REPORT, OR A CITY OF FLAGSTAFF-APPROVED REVISION THEREOF.

4. THIS SUBDIVISION UTILIZES A SUB REGIONAL DETENTION BASIN SYSTEM. THE CONSTRUCTION OF SOME DETENTION BASINS (SEE BELOW) HAVE BEEN DEFERRED UNTIL FUTURE DEVELOPMENT OF SPECIFIC PARCELS IS INITIATED. CONSTRUCTION AND MAINTENANCE OF SAID FUTURE DETENTION BASINS SHALL BE MANAGED BY THE MCMILLAN MESA VILLAGE OWNERS ASSOCIATION AS NECESSARY TO PROVIDE ESSENTIAL DRAINAGE AND DETENTION FACILITIES IN CONJUNCTION WITH THE DEVELOPMENT OF THE ASSOCIATED PARCEL(S). EACH FUTURE OWNER AND/OR DEVELOPER OF AN ASSOCIATED PARCEL IS HEREBY NOTIFIED THAT THEY MUST COORDINATE WITH THE ASSOCIATION AND RECEIVE APPROVAL FROM THE CITY OF FLAGSTAFF FOR THE TIMELY PROVISION OF THE NECESSARY DRAINAGE AND DETENTION FACILITIES TO ACCOMMODATE DEVELOPMENT OF THE ASSOCIATED PARCEL(S). THE PARCELS ASSOCIATED WITH THE DEFERRED DETENTION BASINS ARE:

SUB-REGIONAL BASIN	ASSOCIATED PARCELS
A-1	C, D1, E, F
A-3	B
C	H
D	D2,D3

NOTES:
SEE DWG FP4 FOR LINE AND CURVE TABLES.

FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3445467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.

THE AREA SHOWN HEREON AND KNOWN AS SWITZER MESA, UNIT 2 IS FOR REFERENCE ONLY AND IS DESIGNATED FOR FUTURE DEVELOPMENT. A SEPARATE PLAT WILL BE PREPARED SHOWING THE DETAILS FOR THIS FUTURE DEVELOPMENT AREA.

REGISTERED LAND SURVEYOR
BRETT H. GATZ, RLS
41502
JAMES CROWLEY
Not valid without signature
ARIZONA, U.S.A.
Expires 3/31/10

Instrument # 3488287 3 of 4
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928.774.8934 fax
www.swiaz.com

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DATE:	FEB. 2008
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McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

FINAL PLAT LOT GEOMETRY

DRAWING NO. FP3
SHT NO. 3 OF 4

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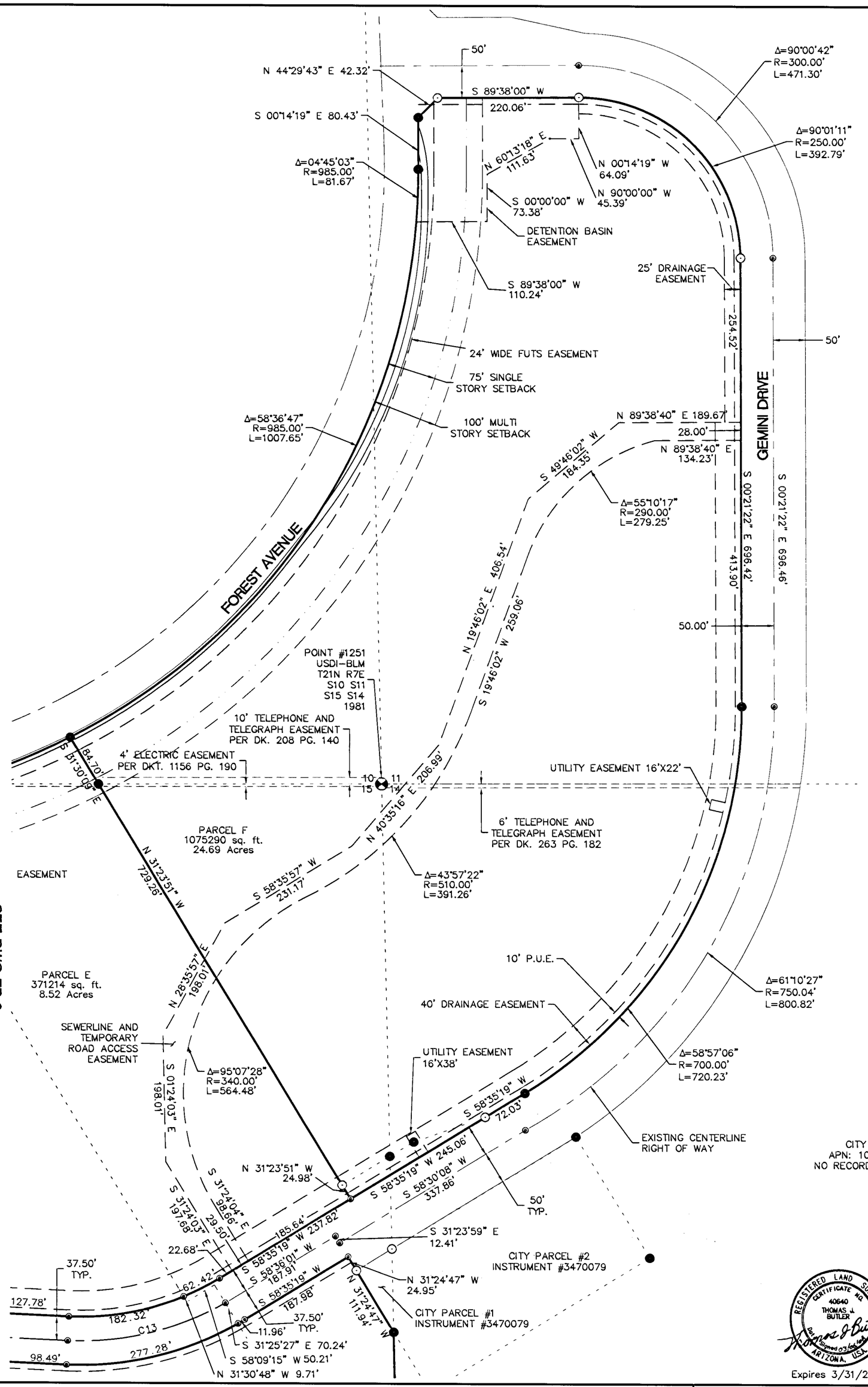

CITY PARCEL
APN: 109-02-001L
DOCKET: 1668
PAGE: 237

CITY PARCEL
APN: 107-01-001B
NO RECORD INFORMATION

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 00°12'32" E	95.92'
L2	S 26°08'01" W	117.01'
L3	S 12°05'03" E	145.97'
L4	N 73°52'48" E	261.89'
L5	S 87°25'02" E	252.82'
L6	N 71°21'27" W	8.34'
L7	N 88°38'52" E	64.08'
L8	S 01°38'33" E	35.26'
L9	N 00°18'34" W	10.19'
L15	N 16°07'12" W	101.35'
L16	S 13°54'32" W	99.95'
L17	S 01°17'25" E	45.58'
L18	S 44°48'52" W	28.26'
L19	N 45°15'20" W	28.21'
L50	S 02°03'17" W	20.09'
L51	S 53°39'22" W	57.73'
L52	S 19°04'53" W	61.64'
L53	S 41°46'51" E	9.31'
L54	S 02°20'44" W	27.82'
L55	S 47°41'45" E	16.26'
L56	S 15°20'57" E	11.00'
L57	S 34°38'40" E	106.89'
L58	S 52°26'48" E	12.64'
L59	S 17°46'24" E	67.13'
L60	S 01°55'47" W	34.36'
L61	S 15°59'16" E	46.04'
L62	S 00°00'00" E	24.49'
L63	S 16°38'28" E	139.90'
L64	S 43°16'50" E	67.61'
L65	S 19°55'45" E	79.15'
L66	S 19°55'45" E	4.29'
L67	S 45°06'16" E	13.77'
L68	S 21°16'16" E	77.86'
L69	S 26°49'51" E	40.23'
L70	S 19°33'04" E	83.36'
L71	S 25°13'18" E	90.25'
L72	S 30°49'48" E	28.76'
L73	S 18°04'46" E	78.01'
L74	S 25°38'30" E	60.47'
L75	S 35°26'43" E	63.31'
L76	S 40°39'23" E	64.90'
L77	S 09°46'03" E	184.97'
L78	S 15°07'38" E	143.06'
L79	N 15°07'38" W	0.69'
L80	N 88°36'51" E	30.68'
L81	S 01°23'31" E	24.27'
L82	N 10°30'31" E	53.77'
L83	N 90°00'00" E	0.00'
L84	N 82°36'41" E	74.71'
L85	S 71°21'26" E	47.82'
L86	N 80°17'18" E	122.62'
L87	S 67°38'21" E	50.65'
L88	N 71°13'03" E	41.04'
L89	S 73°44'54" E	71.31'
L90	N 76°48'53" E	26.54'
L300	S 34°23'46" E	101.97'
L301	S 21°56'15" E	75.34'
L302	S 10°25'37" E	76.66'
L303	S 06°46'40" E	294.95'
L304	S 07°57'29" E	46.32'
L305	S 30°21'21" E	133.32'
L306	S 34°23'46" E	116.35'
L307	S 21°56'15" E	70.09'
L308	S 10°25'37" E	73.34'
L309	S 06°46'40" E	294.41'
L310	S 07°57'29" E	51.52'
L311	S 30°21'21" E	133.77'

CURVE TABLE

NUMBER	DEFLECTION ANGLE	DEGREE OF CURVE - ARC	ARC LENGTH	TANGENT	RADIUS
C9	26°20'33"	14°19'26"	183.91	93.61	400.00
C10	38°13'04"	14°19'26"	266.81	138.58	400.00
C11	94°02'09"	19°05'55"	492.37	321.91	300.00
C12	18°42'10"	07°09'43"	261.14	131.74	800.00
C13	32°28'18"	12°43'57"	255.03	131.04	450.00
C14	35°44'36"	19°05'55"	187.15	96.73	300.00
C15	50°27'53"	19°05'55"	264.23	141.38	300.00
C16	15°16'16"	09°27'45"	161.39	81.17	605.50
C17	15°17'14"	09°38'16"	158.62	79.78	594.50
C18	93°18'53"	76°23'40"	122.15	79.47	75.00
C19	87°11'25"	76°23'40"	114.13	71.41	75.00
C50	71°30'15"	163°42'08"	43.68	25.20	35.00
C51	17°09'40"	19°05'55"	89.86	45.27	300.00
C52	34°34'29"	57°17'45"	60.34	31.12	100.00
C53	60°51'44"	57°17'45"	106.22	58.74	100.00
C54	44°07'34"	81°51'04"	53.91	28.37	70.00
C55	50°02'29"	71°37'11"	69.87	37.34	80.00
C56	32°20'48"	71°37'11"	45.16	23.20	80.00
C57	19°17'43"	32°44'26"	58.93	29.75	175.00
C58	17°48'09"	57°17'45"	31.07	15.66	100.00
C59	34°40'24"	57°17'45"	60.52	31.22	100.00
C60	19°42'11"	57°17'45"	34.39	17.37	100.00
C61	14°54'18"	105°42'54"	14.10	7.09	54.20
C62	15°55'47"	114°35'30"	13.90	7.00	50.00
C63	16°19'54"	71°24'16"	22.87	11.51	80.24
C64	24°30'56"	57°17'45"	42.79	21.73	100.00
C65	11°08'52"	71°37'11"	15.57	7.81	80.00
C66	31°54'14"	57°17'45"	55.68	28.58	100.00
C67	44°06'26"	114°35'30"	38.49	20.26	50.00
C68	25°10'30"	57°17'45"	43.94	22.33	100.00
C69	23°50'00"	57°17'45"	41.60	21.10	100.00
C70	29°38'29"	57°17'45"	51.73	26.46	100.00
C71	24°04'54"	57°17'45"	42.03	21.33	100.00
C72	07°16'47"	57°17'45"	12.71	6.36	100.00
C73	05°40'15"	57°17'45"	9.90	4.95	100.00
C74	05°36'29"	57°17'45"	9.79	4.90	100.00
C75	23°00'14"	57°17'45"	40.15	20.35	100.00
C76	35°45'16"	57°17'45"	62.40	32.26	100.00
C77	07°33'44"	28°38'52"	26.40	13.22	200.00
C78	11°36'31"	28°38'52"	40.52	20.33	200.00
C79	21°24'45"	28°38'52"	74.74	37.81	200.00
C80	05°12'40"	57°17'45"	9.09	4.55	100.00
C81	30°53'20"	57°17'45"	53.91	27.63	100.00
C82	05°21'35"	57°17'45"	9.35	4.68	100.00
C83	76°15'31"	95°29'35"	79.86	47.10	60.00
C90	41°49'37"	76°23'40"	54.75	28.66	75.00
C91	82°48'59"	76°23'40"	108.41	66.14	75.00
C92	41°24'35"	76°23'40"	54.21	28.35	75.00
C93	158°00'36"	119°21'58"	132.37	247.05	48.00
C94	111°18'49"	286°28'44"	38.86	29.27	20.00
C95	81°09'28"	190°59'09"	42.49	25.69	30.00
C96	13°01'40"	57°17'45"	22.74	11.42	100.00
C97	20°19'27"	19°05'55"	106.42	53.77	300.00
C98	26°01'53"	57°17'45"	45.43	23.12	100.00
C99	28°21'16"	57°17'45"	49.49	25.26	100.00
C100	32°04'21"	114°35'30"	27.99	14.37	50.00
C101	41°08'36"	114°35'30"	35.90	18.77	50.00
C102	35°02'03"	114°35'30"	30.57	15.78	50.00
C103	29°26'13"	114°35'30"	25.69	13.13	50.00
C104	49°47'21"	114°35'30"	43.45	23.20	50.00

LEGEND

- PARCEL BOUNDARY LINE
- CENTERLINE
- BUILDING SETBACKS
- TWO-STORY BUILDING SETBACKS
- PUBLIC UTILITIES AND DRAINAGE EASEMENTS
- EXISTING BOUNDARIES
- EXISTING RIGHT OF WAY CENTERLINE
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NOTE:
FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3445467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.

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CERTIFICATE NO.
40640
THOMAS A. BUTLER
ARIZONA, U.S.A.
Expires 3/31/2010

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928.774.8934 fax
www.swiaz.com

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ARIZONA

FINAL PLAT
LOT GEOMETRY

DRAWING NO. FP4
SHT NO. 4 OF 4

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McMILLAN MESA VILLAGE

SPECIFIC PLAN

August 14, 1992

Adopted by Ordinance Number 1779
December 15, 1992

CBA File No. 105970-01-0930
GPS00272.09R

CELLA BARR ASSOCIATES
4911 East Broadway Boulevard
Tucson, Arizona 85711

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McMILLAN MESA VILLAGE

SPECIFIC PLAN

February 20, 1991 Submittal
April 17, 1991 DRB Revisions (1st)
May 29, 1991 DRB Revisions (2nd)
June 6, 1991 DRB Revisions (3rd)
June 14, 1991 PZ Commission Submittal

Prepared for:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

and

Richard A. Dennis
and
Spartan Technologies, Inc.

Prepared by:

Cella Barr Associates
4911 East Broadway Boulevard
Tucson, Arizona 85711

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I. SPECIFIC PLAN SUMMARY

The McMillan Mesa Village Specific Plan establishes comprehensive guidance and regulations for the development of approximately 146 acres located on Switzer Mesa within the City of Flagstaff, Arizona. The Specific Plan implements the approved City of Flagstaff General Plan as embodied in the Growth Management Guide 2000 by specifying policies and site development standards, which, when adopted, will replace the current zoning on the property. The plan is a regulatory guide for the future development of a balanced community of residential, office, commercial, research park and recreational uses that promotes an aesthetically pleasing living and working environment by ensuring high standards of development quality.

This specific plan/rezoning request is consistent with the goals and policies of the City's Growth Management Guide 2000. Specifically, Policy 8 encourages the use of vacant infill areas for future growth; Policy 14 identifies activity centers as major areas of employment, educational, commercial, service and residential activities in close proximity to each other; Policy 23 encourages high and medium density residential development near major thoroughfares, activity centers and on the periphery of low density neighborhoods; and Policy 31 recommends that light "clean" industry be convenient to residential areas and in or near activity centers in order to minimize commuting distances. Furthermore, GMG 2000 identifies McMillan Mesa as a future planned activity center, where "people can live near where they work, where they shop, where they go out to eat, and where they find recreational facilities." Therefore, "the auto becomes less necessary, thereby relieving the transportation system of the community."

The McMillan Mesa Specific Plan, hereinafter referred to as the "Plan", consists of 73 pages and 8 exhibits (A through H). The Plan is prepared in accordance with Arizona Revised Statutes, Sections 9-461.08 through 9-461.10.

II. INTRODUCTION

A. Purpose and Intent

The most suitable control mechanism to implement development on McMillan Mesa is the Specific Plan, which, when adopted by City legislative action, serves both a planning function and regulatory function. The McMillan Mesa Village Specific Plan, as a result, becomes an implementation tool of the City's adopted General Plan Land Use Element, as found in the Growth Management Guide 2000.

The McMillan Mesa Village Specific Plan establishes the type, location, intensity and character of development and the required infrastructure. The Plan also shapes development to respond to the physical constraints of the site, coordinates the mix of land use intensities and provides adequate circulation, open space, recreation and other public uses and facilities.

The Specific Plan provides the necessary regulations and environmental documentation for the project area so that future development proposals consistent with the Plan may proceed with Tentative and Final Plats, Site Plans and/or other discretionary permits without further requirements for new environmental documentation and/or rezoning processes.

The primary objective of the McMillan Mesa Village Specific Plan is to implement the City's General Plan through the translation of the City's broader development policies into design concepts and development controls tailored to the plan area. All City policies, standards, criteria and procedures are incorporated by reference into this Specific Plan, except where deviations are warranted to improve design quality, flexibility or harmony as specified herein. In such instances, the more restrictive of the Specific Plan or the Land Development Code shall be the controlling standard.

B. Project Location and Description

McMillan Mesa properties consist of approximately 146 acres of vacant land located on Switzer Mesa and bounded on the north by the new Forest Avenue, on the east by vacant City of Flagstaff property, on the south by the Switzer Mesa Unit 3 subdivision and on the west by Turquoise Drive. The project area is shown on Exhibit A Location Map and the legal description is included as Appendix A.

This location and its proximity to downtown Flagstaff (within one mile), as well as the accessibility to the new Forest Avenue, makes the site well-suited for the creation of an infill mixed-use activity center per the policies of the adopted City of Flagstaff Switzer Mesa Small Area Plan and Growth Management Guide 2000.

C. Authority and Scope

The McMillan Mesa Village Specific Plan has been prepared pursuant to the provisions of the Arizona Government Code, Title 9, Chapter 4, Article 6, Sections 9.461.08 through 9.461.10. The Arizona Revised Statutes authorize jurisdictions to adopt specific plans by ordinance or resolution as regulation. Public hearings are required by both the City Planning and Zoning Commission and the City Council, after which the Specific Plan must be adopted by the City Council to be in effect.

The McMillan Mesa Village Specific Plan is a regulatory plan which will serve as the zoning for the subject property. Proposed development plans, or agreements, tentative/final plats or parcel maps, and any other development approval must be consistent with the Specific Plan. Projects which are found consistent with the Specific Plan Development Performance Standards will be deemed consistent with the City's General Plan.

The intent of the McMillan Mesa Village Specific Plan is to provide a concise development plan for the subject property. This Specific Plan will serve to implement the development of the approved plan within the bounds of the regulations provided herein.

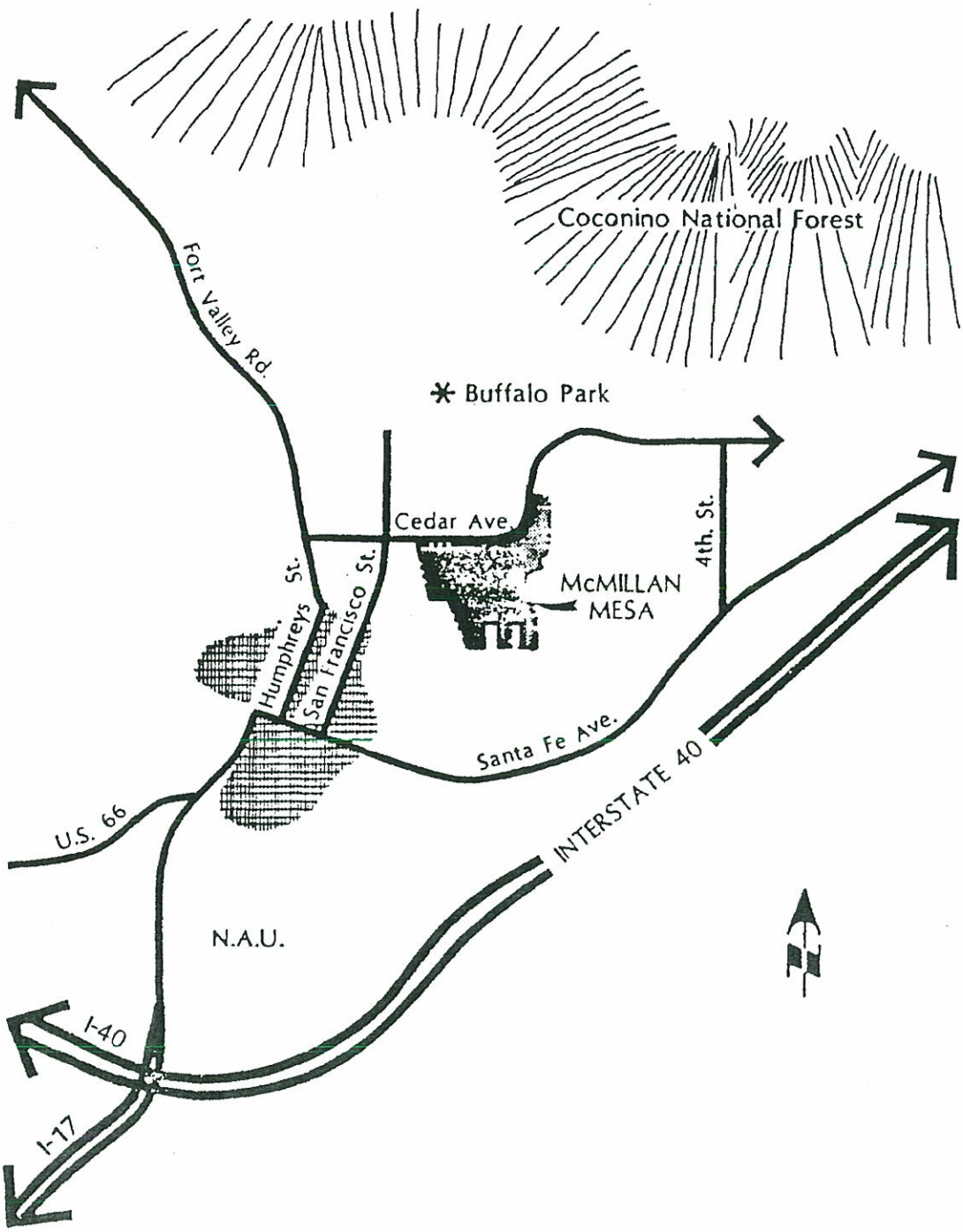


Exhibit A

Location Map

D. Goals and Objectives

Several objectives have been defined to guide future development and to create a mix of land uses which will be harmonious in its setting and, at the same time, meet standards of open space, circulation, intensity of use, and development character. In addition to creating a balanced mixed-use community, the project objectives include the following:

1. Implement the goals and policies of the City of Flagstaff Growth Management Guide 2000 with respect to land use and circulation.

2. Create an integrated employment/activity center and residential community which preserves the integrity of significant natural features and provides recreation/open space amenities in conjunction with new infill development.

3. Develop land uses logically on the property (considering clustering, massing and intensity of scale), to achieve continuity of design and establish a sense of identity.

4. Establish a distinct urban character by employing a variety of architectural treatments while maintaining a consistent overall design theme, and by assuring continuity through coordinated landscaping, signage, street furniture and lighting.

5. Assure compatibility of new development with the existing neighborhood by using compatible land uses, density transitions, setbacks, variations in building height and by providing visual and pedestrian linkages.

6. Provide for pedestrian and bikeway networks throughout the project area to interconnect all land uses, create a unifying element within the project and reduce the need for auto-related trips.

7. Create a functionally and aesthetically integrated development that enhances the image of the City.

8. Ensure coordinated, responsible planning through the use of cohesive procedures, regulations, standards and guidelines.

9. Provide a backbone infrastructure system and public facilities to support development in an efficient and timely manner.

E. Definitions

The terms and definitions used in this Plan shall mean those defined in the City of Flagstaff Land Development Code, with the following exceptions.

Base Site Area The Base Site Area is the gross site area less major and minor arterial roads per current City General Plan within ultimate rights-of-way of existing roads, rights-of-way of major utilities owned by said utilities, and existing access easements and less land which is not contiguous and less land previously reserved for open space and less residential use land for non-residential development or non-residential land for residential development.

Building Coverage The percentage of a building lot or development area which is covered by all structural buildings, including accessory buildings.

Building Group Two or more buildings or structures with separate entrances to each as constructed on an individual development site (not development area).

Business Park Business Park is intended to provide for the development of a mix of office, research and production, and quality light industrial uses with the emphasis on office and research uses. The uses are to be grouped in a campus or park-like setting. The district is further intended to promote the provision of ample off-street parking and loading areas, open space, and landscape buffers in areas adjacent to non-business development or other incompatible land uses.

City The City of Flagstaff.

Density, Gross (GD) The quotient of the total number of dwelling units divided by the base site area.

Density, Net (ND) The quotient of the total number of dwelling units divided by the net buildable site area of the site.

Design Review Committee A three or more member committee whose function is to review all proposals for construction to assure that the project is developed in accordance with the project Design Guidelines and CC&Rs. The members of this committee shall be appointed by the Board of Directors of the Land Owners Association.

Developer An individual, entity or owner who acquires or leases development areas in the McMillan Mesa Village Specific Plan Area for the purpose of developing said development areas in accordance with the Plan.

Development Areas Development parcels "A through J" as described on the Land Use Plan to which specific land uses and regulations, including other applicable City codes, governing their development have been applied. The preliminary acreages shown for each development area is the base site area.

Financial Institution A land use classification relating to places in which are provided management and transactions concerning monetary resources.

Floor Area The sum of the gross floor area of the enclosed horizontal areas of each floor of a building measured from the exterior faces of the exterior walls, excluding non-leasable areas such as elevator shafts, atriums, stairwells, floor space used for mechanical equipment room, attic space, off-street parking and loading, ways for ingress and egress from vehicular parking and loading areas. Plans submitted for City approval must indicate non-leasable or non-habitable floor area.

Floor Area Ratio The floor area ratio is the proportion of building square footage permitted for each square foot of land area of the building lot or development area. It is computed by dividing the floor area by the lot area. A measure, for comparative purposes, of the intensity of the use of land.

Floor Area Ratio, Gross (GFAR) An intensity measured as a ratio derived by dividing the total floor area of a building or structure by the base site area.

Floor Area Ratio, Net (NFAR) An intensity measured as a ratio derived by dividing the total floor area of a building or structure by the net buildable site area.

General Plan The City of Flagstaff General Plan as embodied in the Growth Management Guide 2000.

High Density Residential (HR) High Density Residential is intended to provide for multiple-family residential areas in which the principal land use is high density residential. The district is intended to provide an environment having maximum living amenities onsite. The district permits all dwelling unit types in Division 10-05-003 of the Land Development Code, except for cluster lot house and manufactured home, so as to provide a high density residential use that meets the needs of the residents of the City of Flagstaff. This district shall further require the provision of public sanitary sewer and public water supply facilities.

Land Development Code (LDC) Land Development Code refers to the Land Development Code of the City of Flagstaff, Arizona, Ordinance 1690 adopted by the Flagstaff City Council on April 8, 1991 and subsequent amendments and revisions.

Landscape Surface Ratio (LSR) The number derived by dividing the area of landscape surface by the base site area.

Land Owners Association Shall be composed of all the owners of property in McMillan Mesa Village, excepting only the owners of the school/park site and the Enterprise corridor if it is held for or used as a road right-of-way. If Areas E or J are used for uses other than the school/park or the transportation corridor, they will be subject to the CC&Rs and their owners will be included in the Land Owners Association.

Medium Density Residential (MR) Medium Density Residential is intended to provide for areas in which the principal land use is moderate density residential. It is also intended that this district be used to allow for the development of single-family dwellings of the detached and cluster-type house. This district also allows planned development in accordance with Land Development Code Table 10-04-002-0003 and 10-05-003-0001. This district shall further require the provision of public sanitary sewer and public water facilities.

Net Buildable Site Area Net buildable site area is the base site area less the larger of either the Resource Protection Land or the Minimum Landscaped Surface Area.

Open Space Undeveloped land used primarily for resource protection or recreational purposes.

Open Space Ratio (OSR) The proportion of a site consisting of open space as specified in Section 10-04-002-0003 of the LDC, which shall be calculated using the base site area.

Owner Any individual or entity owning real property within the project.

Plan The Specific Plan for the McMillan Mesa Village project.

Project The McMillan Mesa Village project.

Recreation An activity, generally in a defined space, which relates to the pursuit of active or passive movement to refresh body or mind, such as: tennis, swimming, walking, jogging, bicycling, painting, board or card games, etc.

Research and Development Activities to include research, engineering, high technology and light manufacturing, processing and fabrication, product development, office and administrative functions and business-support services. These activities are appropriate for Business Park (BP) Districts.

State The State of Arizona.

Suburban Commercial Suburban Commercial is intended to provide for convenience and neighborhood commercial uses in areas with suburban character by controlling the intensity of use and landscaping. The uses shall provide for retail and service establishments which supply commodities or perform services meeting the needs of the neighborhood.

COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY
INST#:93-01088 FEE:$ 28.00
AT THE REQUEST OF:
CITY OF FLAGSTAFF
DATE: 01/14/93 TIME: 10:40
DKT: 1535 PG: 923 #PAGES: 47

ORDINANCE NO. 1779

AN ORDINANCE AMENDING THE CITY OF FLAGSTAFF ZONING MAP BY ADOPTING A SPECIFIC PLAN FOR A PORTION OF McMILLAN MESA, AND REZONING CERTAIN PARCELS OF LAND TO ACCOMPLISH THE DESIGNATIONS SET FORTH IN THE McMILLAN MESA AREA PLAN.

WHEREAS, the Council has reviewed the Planning Division report dated September 9, 1992, in regard to the proposed amendment to the Growth Management Guide 2000, the adoption of the "McMillan Mesa Area Plan", and the proposed revision to the City of Flagstaff Zoning Map; and discussed generally the adoption of the specific plan for 146 acres located in the 300 block of East Forest Avenue; and

WHEREAS, the Council has found that the specific plan protects the operational safety and arterial function of the newly realigned Forest/Cedar Avenue and reserves the previously adopted roadway corridor alignment for the future location of a north-south enterprise roadway in the most favorable location; that the proposed specific plan will maintain a self-contained neighborhood concept to include an elementary school site and neighborhood park; that the plan will maintain the open space and pedestrian components previously identified in the GMG 2000; that the adoption of the plan will promote a higher quality of development than could be achieved under the existing zoning categories of the Land Development Code; and

WHEREAS, the Council finds that the circulation elements set forth in the specific plan are in conformance with policy statements 35, 36 and 37 of the GMG 2000; that the land use and zoning concepts set forth in the specific plan further policies 8, 23 and 31 of the GMG 2000; that the self-contained neighborhoods, the proposed densities, and the activity center set forth in the plan are in conformance with policy number 13 and 14 of the GMG 2000; that the open space and pedestrian component elements specific plan are in conformance with policy numbers 17 and 44 of the GMG 2000; and

WHEREAS, the Council has determined that it will adopt the McMillan Mesa Village Specific Plan prepared by Cella Barr Associates (dated August 14, 1992) as an amendment to the GMG 2000 and following the Council public hearing dated October 6, 1992; and

WHEREAS, the Council finds that the zoning that has been proposed by the specific plan will be beneficial to the community as a whole, and that it will not be detrimental to adjacent or surrounding lands and their existing and planned uses; and

WHEREAS, the Council has reviewed the minutes of the Planning Commission of September 15 and September 22, 1992, which reflect that the Planning and Zoning Commission held public hearings in regard to the proposed adoption of the specific area plan, and which terminated with the adoption of Resolution No. 92-04 generally approving the adoption of the plan with staff's recommendation and itemizing certain amendments to the staff's recommendation, and that said motion was passed by unanimous vote of the Commission; and

WHEREAS, the Council has reviewed the stipulations that have been prepared by the Planning staff with the original staff recommendations as modified by the motion of the Planning and Zoning Commission;

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

SECTION 1: The zoning designations that will control the development of the land within the area of the McMillan Mesa Specific Plan are set forth below. The Council adopts Exhibit 1 to this Ordinance as a general identification of the parcels included within the specific plan. The illustration of parcels in Exhibit 1 is intended to aid in the understanding of this Ordinance. The descriptions in Exhibit 1 are illustrative only and the formal legal descriptions set forth in the specific exhibits that follow Exhibit 1 shall control to identify the specific parcels and zoning.

A. Development area "A", consisting of approximately 1.25 acres, is hereby rezoned from Rural Residential (RR) to Suburban Commercial (SC). The legal description of development area "A" is attached to this Ordinance as Exhibit A.

B. Development area "B", of approximately 25.15 acres is hereby rezoned from Rural Residential (RR) to High Density Residential District (HR). The legal description of development area "B" is attached hereto as Exhibit B.

C. Development area "C", of approximately 8.41 acres is hereby rezoned from Rural Residential (RR) to Suburban Commercial (SC). The legal description of development area "C" is attached hereto as Exhibit C.

D. Development area "D", of approximately 27.21 acres is hereby rezoned from Rural Residential (RR) to Business park (BP). The legal description of development area "D" is attached hereto as Exhibit D.

E. Development area "E", of approximately 7.80 acres is hereby rezoned from Rural Residential (RR) to Business Park (BP). The legal description of development area "E" is attached hereto as Exhibit E.

F. Development area "F", of approximately 27.50 acres is hereby rezoned from Rural Residential (RR) to Business Park (BP). The legal description of development area "F" is attached hereto as Exhibit F.

G. Development area "G", consisting of approximately 2.48 acres, is hereby rezoned from Rural Residential (RR) to Business Park (BP). The legal description of development area "G" is attached hereto as Exhibit G.

H. Development area "H", containing approximately 8.07 acres is hereby rezoned from Residential District (R-1) to Medium Density Residential (MR). The legal description of development area "H" is attached hereto as Exhibit H.

I. Development area "I", of approximately 12.66 acres shall retain its existing zoning of Residential District (R-1) and High Density Residential (HR) as shown on the existing City of Flagstaff map. The legal description of Development area "I" is attached hereto as Exhibit I.

J. Development area "J", consisting of approximately 27.75 acres, is hereby rezoned from Single Family Residential Established (R-1-E), Single Family (R-1), and Rural Residential (RR) is hereby rezoned to Public Land District (PL). The legal description of development area "J" is attached hereto as Exhibit J.

SECTION 2: The August 14, 1992 edition of the McMillan Mesa Village Specific Plan, prepared by Cella Barr Associates, which has previously been made a Public Record by deposit with the City Clerk and by Council Resolution No. 1810, is hereby adopted by reference and declared to be an official planning document for the development within the land encompassed by the plan and legally described in Section 1 above.

Paragraphs Number I, II, and III of the plan are declared to be planning and policy statements that will govern development within the area.

Paragraphs Number IV, V and VI of the plan are declared to be regulatory in nature and binding upon the applicant and upon the applicant's successors, heirs and assigns. In general, development within the planned area shall be consistent with and in compliance with the provisions of the existing City of Flagstaff Land Development Code, including the regulations governing subdivision and minor land divisions (and in conformance with the City of Flagstaff Engineering Standards). When a conflict may occur between the provisions of the Land Development Code and the provisions of Paragraphs IV, V and VI of the Specific Area Plan, the more restrictive of the conflicting provisions shall apply to govern the development of the land. The procedure for approval of development shall be as specified in the Land Development Code, as that may be amended from time to time.

Paragraph VII of the Specific Plan, entitled Appendices, is considered to be informational material upon which the plan is based.

SECTION 3: The Council finds that during the planning process that has occurred to date, either the developer has proposed, the staff has recommended, or the Planning and Zoning Commission has recommended that certain stipulations should apply to the development of Parcels A through J. The Council finds these stipulations to be reasonable and necessary to the public safety, welfare and convenience and adopts these stipulations as requirements for the specific areas set forth below.

A. Development area "A", stipulations and requirements:

(1) Development option to be limited to office use only.

(2) F.U.T.S. easement, design and construction per City standards is required at subdivision platting stage, or, if a plat is not required, at the site plan review stage. The alignment shall connect the intersection of Turquoise Drive/Forest/Cedar Avenue to the development area's south boundary line.

(3) Sidewalk installation along north property is required at subdivision platting stage, or absent a requirement for a plat, shall occur with site plan approval. The alignment may be designed to permit construction of sidewalk outside of the existing drainage channel adjacent to Forest/Cedar Avenue back of curb.

B. Development area "B", stipulations and requirements:

(1) Street phasing to be amended to include the construction of Village, Turquoise, Gemini and Pine Cliff.

(2) The sidewalk to be located along north property line may be placed outside of Forest/Cedar Avenue drainage and shall be designed and constructed per City of Flagstaff standards when property is platted.

(3) The proposed F.U.T.S. alignment located along west portion of the Area shall be designed and constructed per City of Flagstaff standards when property is platted.

(4) Area restrictions include:

Building height shall be limited to one story within 100 feet of Forest Avenue right-of-way as illustrated on Exhibit "H" of the Specific Plan.

Setbacks from Forest Avenue right-of-way will be 50 feet for buildings and parking as illustrated on Exhibit "H" of the Specific Plan.

C. Development area "C", stipulations and requirements:

() All uses located in this development area shall be performed or carried out entirely within an enclosed building with the exception of outdoor dining and temporary outdoor art displays. The Planning Director may approve certain activities which cannot be carried on within building provided such activity is screened so as not to be visible from neighboring property and streets.

(2) Off-street sidewalk along north property boundary to be designed and installed per City of Flagstaff standards when property is platted.

(3) Area "C" phasing shall be corrected to replace Gemini or Turquoise with Gemini or Pine Cliff.

D. Development area "D", stipulations and requirements:

(1) F.U.T.S. easement, design, and construction per City of Flagstaff standards is required when development area is platted.

(2) Area restrictions to include:

No restaurant development option will be allowed.

Fifty percent (50%) of the trees located in the tree protection area, as shown on Exhibit 1 of the

Specific Plan, and having a DBH of six (6) inches or more shall be retained and protected. Prior to development approval of area "D", the protection area, as illustrated on Exhibit I shall be legally described.

Street phasing to be amended to include the construction of Village, Gemini, and Pine Cliff.

E. Development of area "E", stipulations and requirements:

(1) Off-street sidewalk along north property boundary to be designed and installed per City of Flagstaff standards when property is platted.

(2) No restaurant development options will be allowed.

F. Development area "F", stipulations and requirements:

(1) Sidewalk installation along Forest/Cedar Avenue shall be designed and constructed per City of Flagstaff standards when property is platted.

(2) Restaurant development option shall be limited to one restaurant of the full-service, sit-down type, with no drive through or fast food characteristics. It shall be limited to size of 7,500 square feet and be located at least 250 feet from the northwest corner of development area.

(3) Fifty percent (50%) of the trees located in the tree protection area, as shown on Exhibit I of the Specific Plan, and having a DBH of six (6) inches or more shall be retained and protected. Prior to development approval of area "D", the protection area, as illustrated on Exhibit I shall be legally described.

G. Development area "G", stipulations and requirements:

(1) Restaurant development option shall not be permitted.

H. Development area "H", stipulations and requirements:

(1) The proposed F.U.T.S. alignment located along the west portion of the area shall be designed and constructed per City of Flagstaff standards when property is platted.

(2) Street phasing to be amended to include the construction of Pine Cliff and Gemini.

I. Development area "I", stipulations and requirements:

(1) The proposed F.U.T.S. alignment located along the west portion of the area shall be designed and constructed per City of Flagstaff standards when property is platted.

(2) Greenbelt corridor widths illustrated on Exhibits "F" and "G" shall be defined and outlined in area "I" restrictions.

(3) Density transfer section shall be amended as follows:

The maximum yield site capacity for residential units from Development Sub-Area I(c)(4.982 ac) shall be transferred to Development Sub-Area I(a) or Development Area "H" on the condition and with the restriction on Development Sub-Area I(c) that Development Sub-Area I(c) shall remain undeveloped open space, with no future right to any residential use. The development site capacity for residential use of Development Sub-Areas I(a) and I(b) shall be the sum of the calculated site capacities of Development Sub-Areas I(a), I(B), and I(c) under their current zoning. See Appendix A.

(4) Area restrictions to include the following:

Only single family detached housing types will be permitted in that portion of Area I located south of Pinon Court.

J. Development area "J", stipulations and restrictions:

(1) F.U.T.S. easement, design and construction per City of Flagstaff standards is required when development area is platted or site planned.

(2) Open Space/Greenbelt area as illustrated on the Land Use Element of GMG 2000 shall be maintained and implemented into the future park/school site development.

(3) The greenbelt corridor separating development areas "J" and "D" shall be centered on the parcel boundary.

(4) Street phasing to be amended to include the construction of Pine Cliff or Gemini.

SECTION 4: The Council finds, based upon staff recommendation and upon the recommendation of the Planning and Zoning Commission following public hearings, that the following conditions of development shall also apply to the specific plan as a whole, and are hereby declared to be an obligation of the applicant and of the applicant's heirs, successors and assigns to be requirements to be met as part of the development of the parcel or parcels affected, or to be considered to be amendments to the specific plan as appropriate.

1. Developer shall construct a traffic signal at the intersection of Gemini and Forest/Cedar Avenue when a development area requiring Gemini construction is proposed for development.

2. Developer shall revise the drainage impact analysis of the specific plan to utilize the City's sub-regional detention basin policy approach, to include limiting the maximum number of detention basins to six, until a comprehensive, detailed hydrology report addressing multiple detention basin routing justifies the need for additional detention basins.

3. Exhibit "G", Greenbelt Corridor Section of the Specific Plan shall be amended by adding a minimum width of 50 feet.

4. That sign design standards of the specific plan relating to entryway sign be revised to allow the following:

   Primary structure not to exceed five (5) feet in height and thirty-five (35) feet in length, with a sign area of not more than one hundred (100) square feet.

   Secondary structure not to exceed four (4) feet in height and twenty-five (25) feet in length with a sign area of not more than fifty (50) square feet.

5. Tree protection Exhibit "I" shall be included in the specific plan.

SECTION 5: Prior to the second reading of the Ordinance, the developer shall cause the McMillan Mesa Specific Plan to be amended to reflect those of the stipulations and requirements set forth in Section 3 of this Ordinance that are itemized below:

Section 3:

A.	(1)	F.	(2) and (3)
B.	(1) and (4)	G.	(1)
C.	(1) and (3)	H.	(2)
D.	(2)	I.	(2) and (3)
E.	(2)	J.	(4)

The amended Plan shall set forth the provisions itemized above as part of the pages of the Plan that discuss the development of the individual sub-areas, i.e. Development Area A, or D, etc. That amended Plan may include the stipulations and requirements that have not been itemized in this Section 5 as part of an addendum page or pages that sets forth a certified copy of this entire Ordinance.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 15th day of December, 1992.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The McMillan Mesa Village
Minor Amendment to the Specific and Regional Plans

Public Participation Plan

Objective: Provide the neighbors, interested parties and stakeholders with an opportunity to provide input regarding the McMillan Mesa Village zoning change.

The Owner intends to use a variety of methods to inform the community of the proposed amendment and how to become involved and stay informed. The following methods will be utilized for the public meeting:

a) A list of stakeholders, interested parties and neighbors was created from the County Assessor's records and maps. Properties within 600 feet of the boundary of the McMillan Mesa Village were included.

b) The Owner will advertise to the stakeholders, interested parties, and neighbors by first class mail. The general public will be informed by posting of meetings and hearing on the property, at the City offices, and in the newspapers.

The purpose of this meeting will be to inform the public about the proposed amendments to the Specific and Regional Plan and educate them on the changes these amendments will have on the McMillan Mesa.

The public will be provided a point of contact on the Project Team, to whom they may address issues, concerns, or suggestions.

After the Public Meeting the Owner will produce a report that summarizes the meeting, identifies the attendees, and provide comments received at the meeting. All invitees will receive a copy of the meeting report and the answers to questions posed. This report will be given to the Planning and Zoning commission and the City Council.

See attached proposed Agenda for the Public Meeting.

THE MCMILLAN MESA VILLAGE SPECIFIC PLAN AMENDMENT and FLAGSTAFF REGIONAL PLAN 2030 AMENDMENT and Re-Zoning of Parcels C, D1, D3 and Ic

Public Participation Meeting #1

Date: TBD

Location: TBD

Time: TBD *(7:00 – 8:30 pm)*

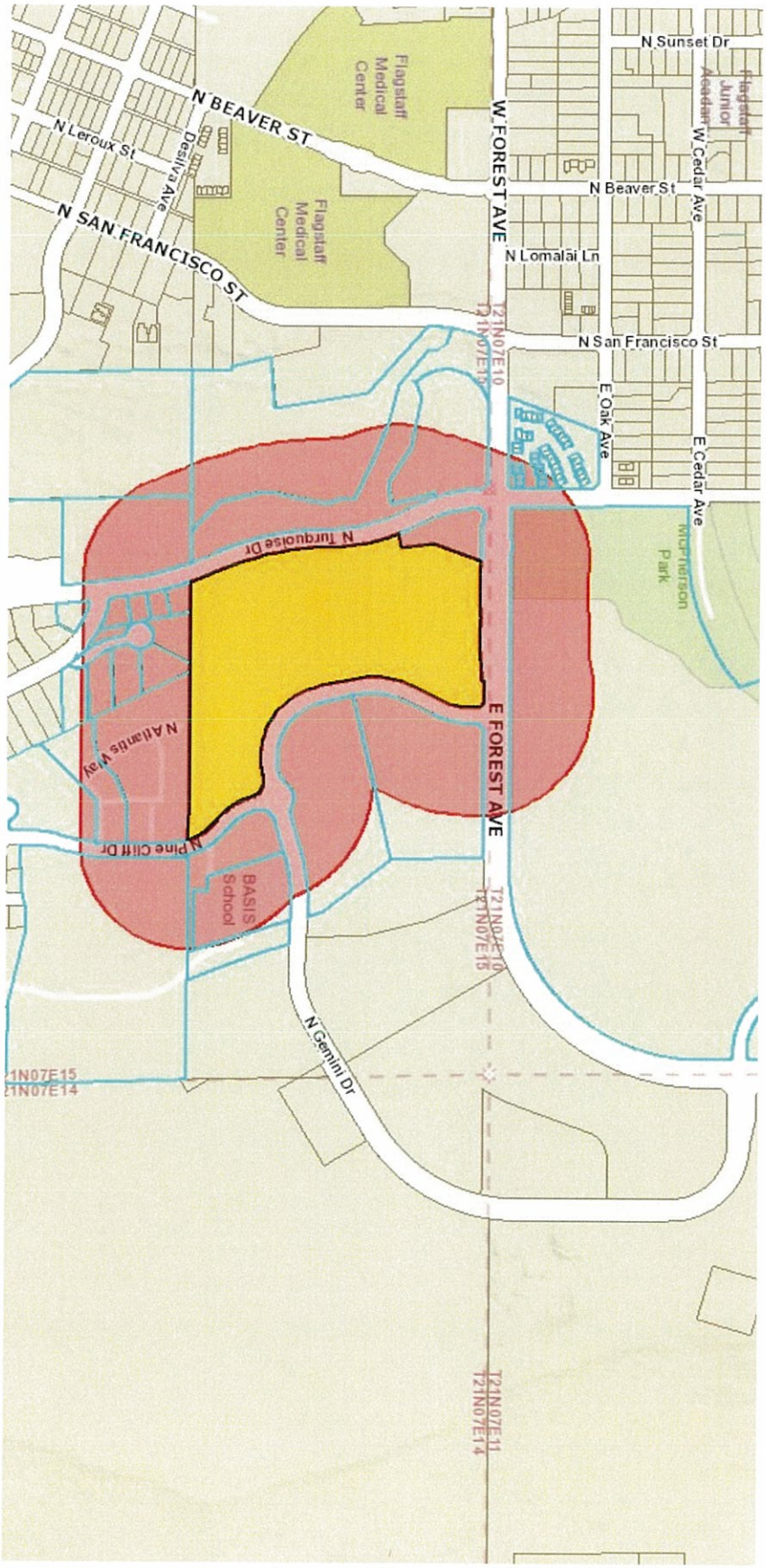
AGENDA

1. Introduction of Team Members	MMV & Team	5 mins
2. Description of the McMillan Mesa Village Properties associated with the Amendment	MMV & Team	5 mins
3. Description of the proposed Amendment and the conceptual drawings of the areas to be amended	MMV & Team	10 mins
4. Follow up items from previous meeting	MMV & Team	10 mins
5. Opportunity for participants to provide input and ask questions	ALL	30 mins
6. Conclusion	MMV	5 mins

The MMV Team will able available for another 30 minutes to meet with the Neighbors and interested parties and collect contact information as may be necessary

Parcel B

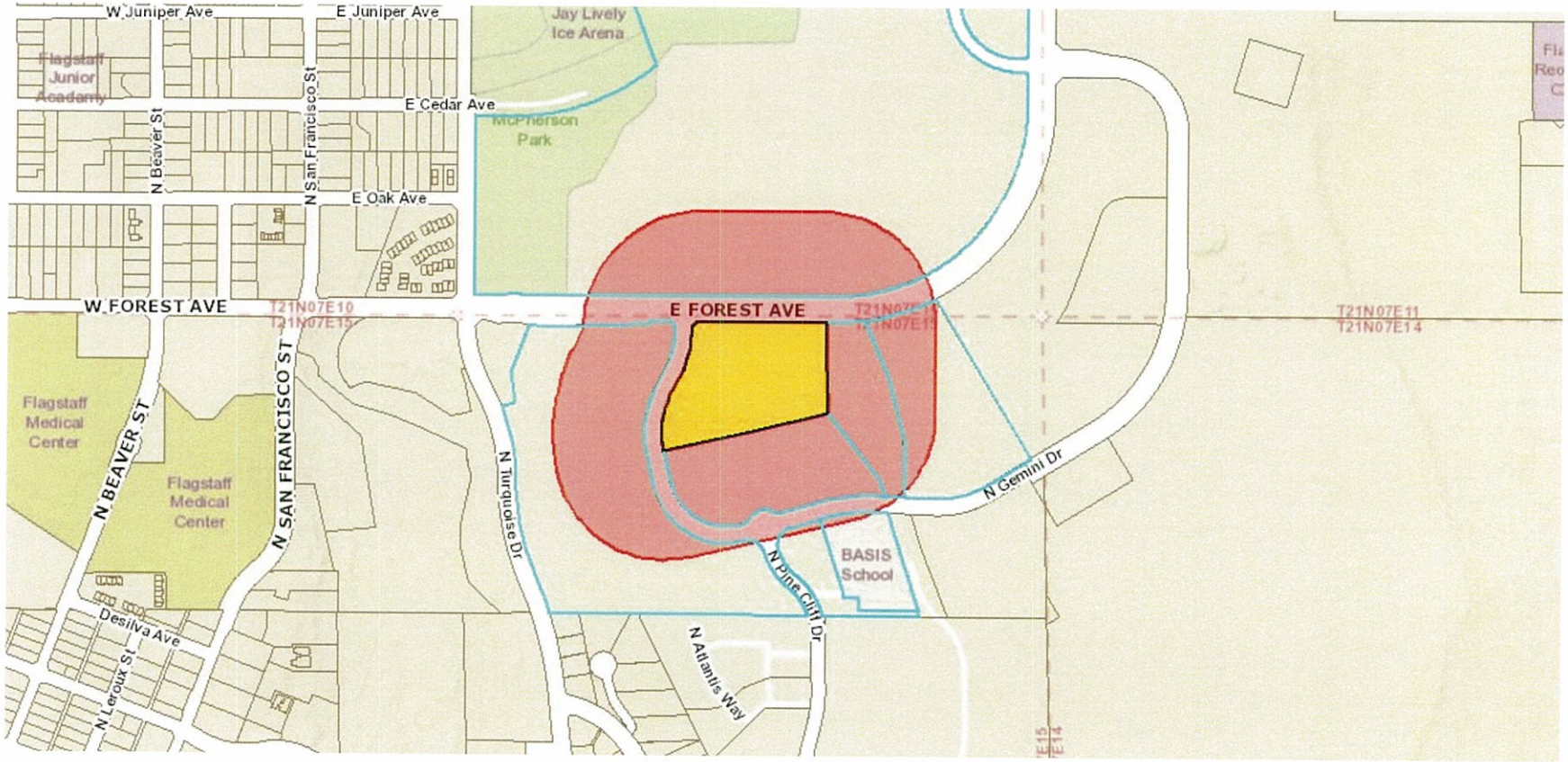
600 Foot Radius Map for Parcel B McMillan Mesa Village



Parcel B 600 foot buffer McMillan Mesa Village									
APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	ST	ZIPCODE	OWNER Mailing ADDRESS	CITY	STATE	ZIPCODE
11009043	SEYFERT JOHN H III TRUST DTD 8-3-95	111 E OAK AVE #43	FLAGSTAFF	AZ	86001	1547 DAYDREAM DR	FLAGSTAFF	AZ	86001
11009044	DALLIS GOGI L	111 E OAK AVE #44	FLAGSTAFF	AZ	86001	PO BOX 913	DANA POINT	CA	92629
10126020	VANTAGE FBO	1183 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	20860 N TATUM BLVD STE 240	PHOENIX	AZ	85050
10126018	7 CHARMS ENTERPRISES LLC	1141 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	PO BOX 3917	FLAGSTAFF	AZ	86003
10126019	ROSE ROBERT & NARUMI CPWROS	1165 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	15303 COURT GREEN TRL	CYPRESS	TX	77433
10126021	HISER FAMILY TRUST DTD 12-6-06	1211 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	1040 ARDREY CIRCLE	FLAGSTAFF	AZ	86001
10128007C	FLAGSTAFF CITY OF	1300 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
11009013	WALD-HOPKINS W DAVID & CHRISTINE M	111 E OAK AVE #13	FLAGSTAFF	AZ	86001	3811 CALLE BARCELONA	TUCSON	AZ	85716
11009032	LAMASTER ROBERT KENNETH	111 E OAK AVE #32	FLAGSTAFF	AZ	86001	111 EAST OAK DR NO 32	FLAGSTAFF	AZ	86001
10137001C	NORTHERN ARIZONA DERMATOLOGY CENTER ; MEDICAL BUILDING LLC	1490 N TURQUOISE DR	FLAGSTAFF	AZ	86001	1490 N TURQUOISE DR	FLAGSTAFF	AZ	86001
10126002A	ESPINO LUPE G	1080 N TURQUOISE DR	FLAGSTAFF	AZ	86001	2627 N FOX RUN DR	FLAGSTAFF	AZ	86004
10101019	ORTHOLAND LLC	1485 N TURQUOISE DR	FLAGSTAFF	AZ	86001	1485 N TURQUOISE DR STE 200	FLAGSTAFF	AZ	86001
11009035	SCHAFFNER FRANK W	111 E OAK AVE #35	FLAGSTAFF	AZ	86001	1219 E LUKE AVE	PHOENIX	AZ	85014
11009033	HARTMAN LEILANI O & CHARLES E	111 E OAK AVE #33	FLAGSTAFF	AZ	86001	111 E OAK AVE #33	FLAGSTAFF	AZ	86001
11009034	DRUMM THOMAS J	111 E OAK AVE #34	FLAGSTAFF	AZ	86001	111 E OAK AVE NO 34	FLAGSTAFF	AZ	86001
11009036	MARZILLI JUDITH	111 E OAK AVE #36	FLAGSTAFF	AZ	86001	111 E OAK AVE #36	FLAGSTAFF	AZ	86001
11009041	SHIVA41 LLC	111 E OAK AVE #41	FLAGSTAFF	AZ	86001	2302 E GARDENIA	PHOENIX	AZ	85020
11009042	BLACK WILLIAM	111 E OAK AVE #42	FLAGSTAFF	AZ	86001	111 E OAK AVE #42	FLAGSTAFF	AZ	86001
10101011D	FLAGSTAFF-112 HOLDINGS LTD PARTNERSHIP	900 N SWITZER CANYON DR	FLAGSTAFF	AZ	86001	503 BATH STREET 3RD FLOOR	SANTA BARBARA	CA	93101
10144002	SIMPSON ROBERT G & MARY P	1170 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	1170 N WORTHINGTON PLACE	FLAGSTAFF	AZ	86001
10144003	GS INVESTMENT GROUP LLC	1150 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	4560 E THISTLE LANDING	PHOENIX	AZ	85044
10144001	GLOVER JAMES MICHAEL & CHRISTINE ELIZABETH	1200 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	1200 N WORTHINGTON PL	FLAGSTAFF	AZ	86001
10101020A	FLAGSTAFF MEDICAL CENTER INC	1420 N SAN FRANCISCO ST	FLAGSTAFF	AZ	86001	PO BOX 1268	FLAGSTAFF	AZ	86002
10101020B	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10144007	CLIFFSIDE ESTATES HOMEOWNERS ASSOC INC		FLAGSTAFF	AZ	86001	PO BOX 1838	FLAGSTAFF	AZ	86002
10144004	DANIEL THOMAS PAUL & KAREN ANN	1130 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	16634 S 3RD PL	PHOENIX	AZ	85048
10144005	AUSTIN JAMES MARION	1110 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	125 E PAULINE DR	FLAGSTAFF	AZ	86001
10144006	CLIFFSIDE ESTATES HOMEWOWNERS ASSOC INC		FLAGSTAFF	AZ	86001	PO BOX 1838	FLAGSTAFF	AZ	86002
10128005G	FLAGSTAFF MEDICAL CENTER INC	1133 N TURQUOISE DR	FLAGSTAFF	AZ	86001	PO BOX 1268	FLAGSTAFF	AZ	86002
10146005A	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146005B	BASIS SCHOOL INC	1700 N GEMINI DR	FLAGSTAFF	AZ	86001	7702 E DOUBLETREE RANCH RD	SCOTTSDALE	AZ	85258
10146009B	FSL ST FRANCIS VILLAS LP	1351 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1201 E. THOMAS RD.	PHOENIX	AZ	85014
10146009A	FSL HOLDING PROPERTIES LLC		FLAGSTAFF	AZ	86001	1201 E THOMAS RD	PHOENIX	AZ	85014
10146001A	MMV DEVCO LLC	1251 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10137002H	FLAGSTAFF CITY OF	1750 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10128007E	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
11008001G	FLAGSTAFF CITY OF	2400 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146002	MMV DEVCO LLC	1600 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146004	MMV DEVCO LLC	1651 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146003	MMV DEVCO LLC	1551 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260

Parcel B

600 foot buffer map for Parcel C McMillan Mesa Village



Parcel C

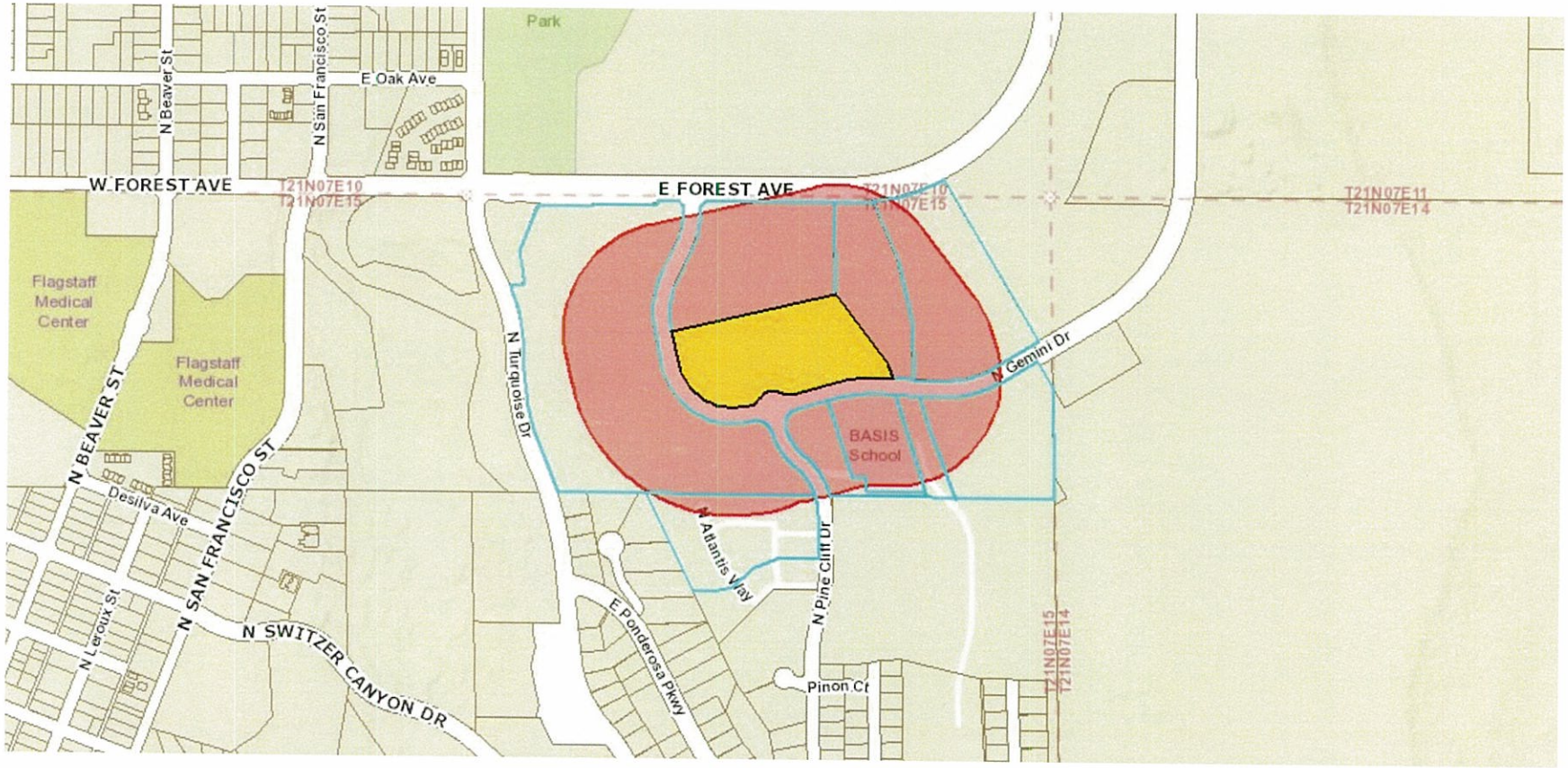
Parcel C 600 foot Mailing List McMillan Mesa Village

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY			OWNER ADDRESS	OWNER CITY		ZIPCODE
10146005A	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146005B	BASIS SCHOOL INC	1700 N GEMINI DR	FLAGSTAFF	AZ	86001	7702 E DOUBLETREE RANCH RD	SCOTTSDALE	AZ	85258
10137001E	FLAGSTAFF CITY OF	1751 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
11008001G	FLAGSTAFF CITY OF	2400 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146002	MMV DEVCO LLC	1600 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146004	MMV DEVCO LLC	1651 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146003	MMV DEVCO LLC	1551 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146007	MMV DEVCO LLC	1801 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260

Parcel C

Parcel D1 600 Foot Radius Map McMillan Mesa Village

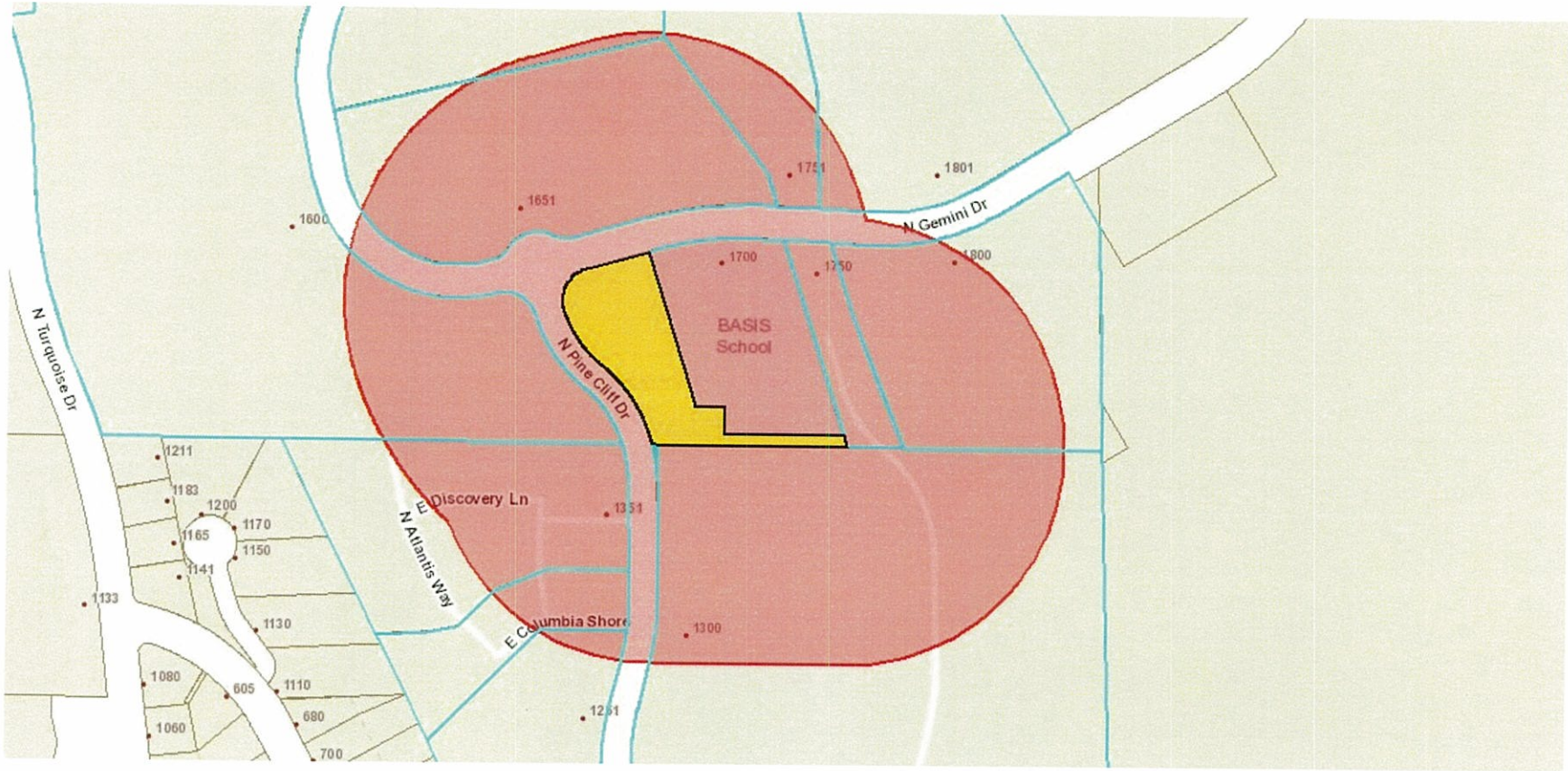
Parcel D1



PARCEL D1 600 ft mailing list

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STA	SITUS ZIPC	OWNER ADDRESS			
10146005A	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146005B	BASIS SCHOOL INC	1700 N GEMINI DR	FLAGSTAFF	AZ	86001	7702 E DOUBLETREE RANCH RD	SCOTTSDALE	AZ	85258
10146009B	FSL ST FRANCIS VILLAS LP	1351 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1201 E. THOMAS RD.	PHOENIX	AZ	85014
10137002H	FLAGSTAFF CITY OF	1750 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137001E	FLAGSTAFF CITY OF	1751 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146002	MMV DEVCO LLC	1600 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146004	MMV DEVCO LLC	1651 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146003	MMV DEVCO LLC	1551 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146006	MMV DEVCO LLC	1800 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146007	MMV DEVCO LLC	1801 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260

600 ft radius Map for Parcel D2 McMillan Mesa Village



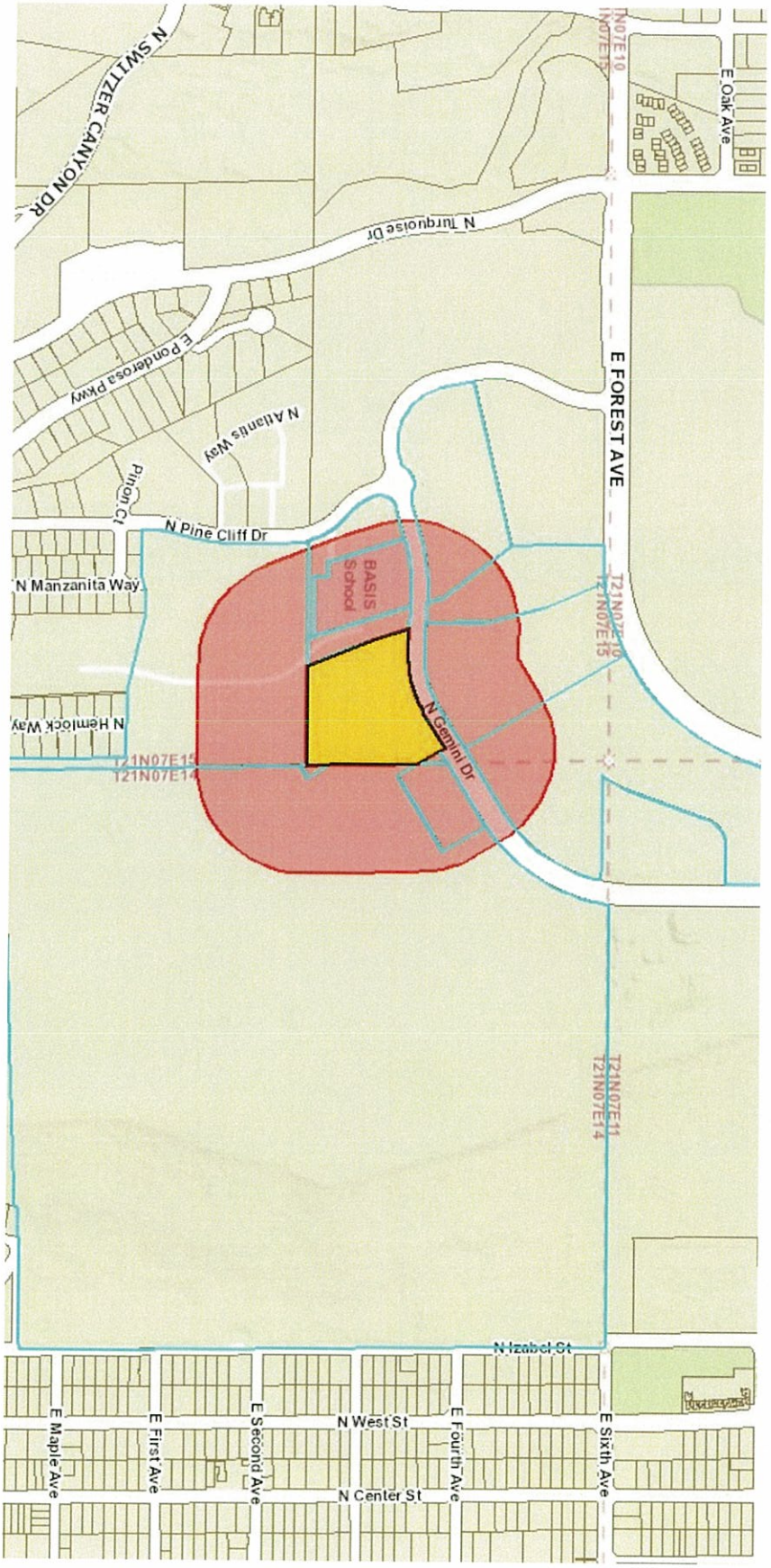
21

PARCEL D2 600 FOOT BUFFER MCMILLAN MESA VILLAGE

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STAT	SITUS ZIPC	OWNER AI	OWNER ADDRESS 2			
10128007C	FLAGSTAFF CITY OF	1300 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE		FLAGSTAFF	AZ	86001
10146005A	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200		SCOTTSDALE	AZ	85260
10146005B	BASIS SCHOOL INC	1700 N GEMINI DR	FLAGSTAFF	AZ	86001	7702 E DOUBLETREE RANCH RD		SCOTTSDALE	AZ	85258
10146009B	FSL ST FRANCIS VILLAS LP	1351 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1201 E. THOMAS RD.		PHOENIX	AZ	85014
10146009A	FSL HOLDING PROPERTIES LLC		FLAGSTAFF	AZ	86001	1201 E THOMAS RD		PHOENIX	AZ	85014
10146001A	MMV DEVCO LLC	1251 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200		SCOTTSDALE	AZ	85260
10137002H	FLAGSTAFF CITY OF	1750 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE		FLAGSTAFF	AZ	86001
10128007E	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE		FLAGSTAFF	AZ	86001
10137001E	FLAGSTAFF CITY OF	1751 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE		FLAGSTAFF	AZ	86001
10146002	MMV DEVCO LLC	1600 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200		SCOTTSDALE	AZ	85260
10146004	MMV DEVCO LLC	1651 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200		SCOTTSDALE	AZ	85260
10146003	MMV DEVCO LLC	1551 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200		SCOTTSDALE	AZ	85260
10146006	MMV DEVCO LLC	1800 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200		SCOTTSDALE	AZ	85260
10146007	MMV DEVCO LLC	1801 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200		SCOTTSDALE	AZ	85260

P3

Parcel D3 600 foot Buffer Map McMillan Mesa Village



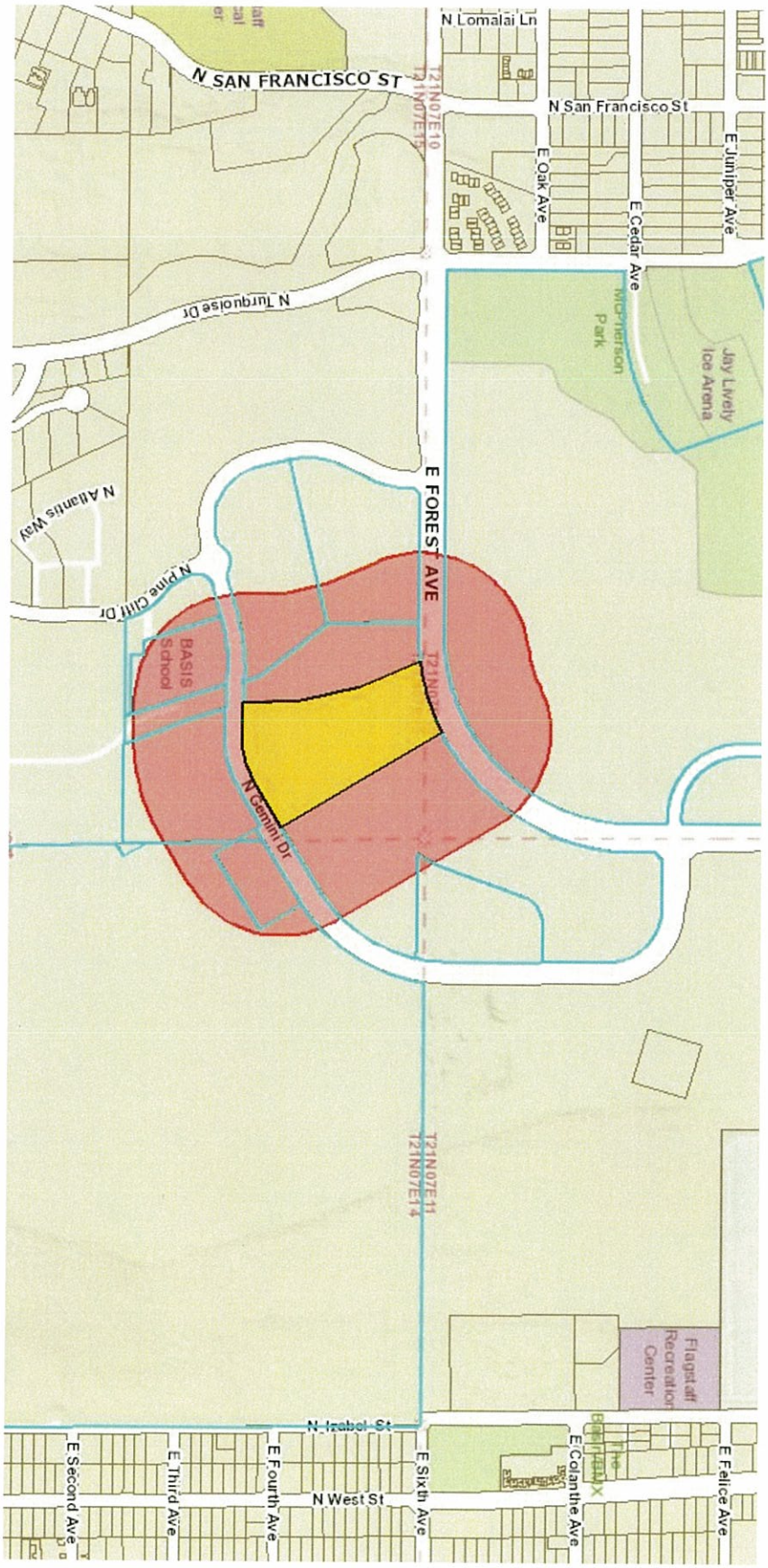
Parcel D3 600 foot Mailing List McMillan Mesa Village

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY			OWNER ADDRESS			
10128007C	FLAGSTAFF CITY OF	1300 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10701001B	FLAGSTAFF CITY OF	N	FLAGSTAFF	AZ	86004	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146005A	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146005B	BASIS SCHOOL INC	1700 N GEMINI DR	FLAGSTAFF	AZ	86001	7702 E DOUBLETREE RANCH RD	SCOTTSDALE	AZ	85258
10146008B	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10701001G	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137002H	FLAGSTAFF CITY OF	1750 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10701001F	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137001E	FLAGSTAFF CITY OF	1751 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137002J	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146004	MMV DEVCO LLC	1651 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146006	MMV DEVCO LLC	1800 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146007	MMV DEVCO LLC	1801 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260

D3

Parcel E

Parcel E 600 foot Buffer Map McMillan Mesa Village



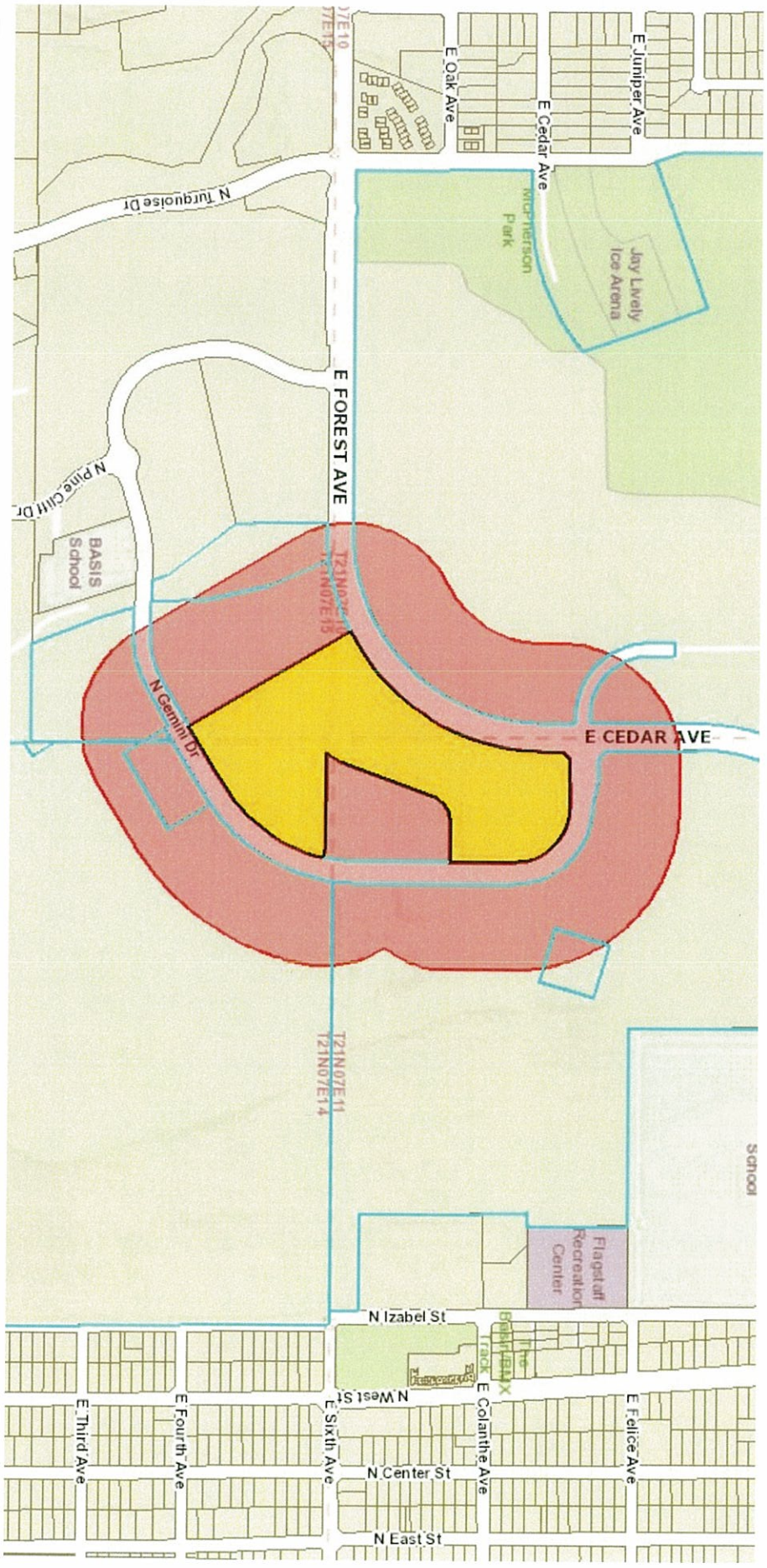
Parcel E Mailing List 600 foot Buffer McMillan Mesa Village

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STAT	SITUS ZIPC	OWNER ADDRESS	OWNER CITY		
10701001B	FLAGSTAFF CITY OF	N	FLAGSTAFF	AZ	86004	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146005A	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146005B	BASIS SCHOOL INC	1700 N GEMINI DR	FLAGSTAFF	AZ	86001	7702 E DOUBLETREE RANCH RD	SCOTTSDALE	AZ	85258
10146008B	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146008A	FLAGSTAFF MEDICAL CENTER INC			AZ		PO BOX 1268	FLAGSTAFF	AZ	86002
10137002H	FLAGSTAFF CITY OF	1750 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10701001F	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137001E	FLAGSTAFF CITY OF	1751 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137002J	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
11008001G	FLAGSTAFF CITY OF	2400 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146004	MMV DEVCO LLC	1651 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146003	MMV DEVCO LLC	1551 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146006	MMV DEVCO LLC	1800 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146007	MMV DEVCO LLC	1801 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260

Parcel E

Panel F

600 Foot radius for Ownership northeasterly portion of the McMillan Mesa Village

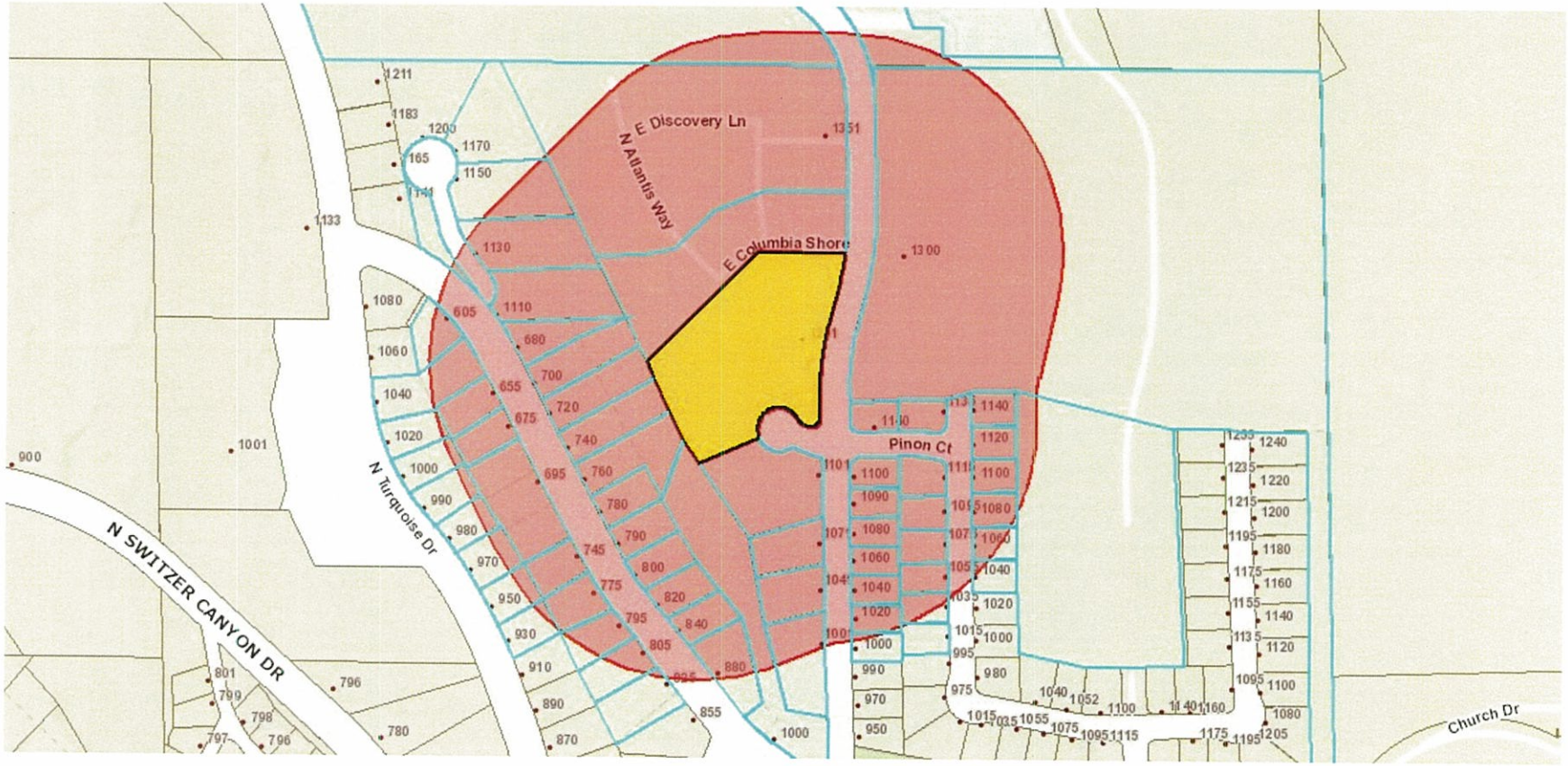


600 FOOT RADIUS FOR PARCEL F MCMILLAN MESA VILLAGE - FLAGSTAFF, AZ - COCONINO COUNTY									
APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STATE	SITUS ZIPCODE	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE
10701001B	FLAGSTAFF CITY OF	N	FLAGSTAFF	AZ	86004	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146008B	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146008A	FLAGSTAFF MEDICAL CENTER INC			AZ		PO BOX 1268	FLAGSTAFF	AZ	86002
10701001F	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137001E	FLAGSTAFF CITY OF	1751 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137002J	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
11008001G	FLAGSTAFF CITY OF	2400 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146006	MMV DEVCO LLC	1800 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146007	MMV DEVCO LLC	1801 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10902001N	FLAGSTAFF CITY OF	2100 N GEMINI DR	FLAGSTAFF	AZ	86004	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10902001F	ARIZONA PUBLIC SERVICI	2200 N GEMINI DR	FLAGSTAFF	AZ	86004	PO BOX 53999 MS 9505	PHOENIX	AZ	850723999

Parcel F

Parcel Ia 600 foot Buffer Map McMillan Mesa Village

Parcel Ia

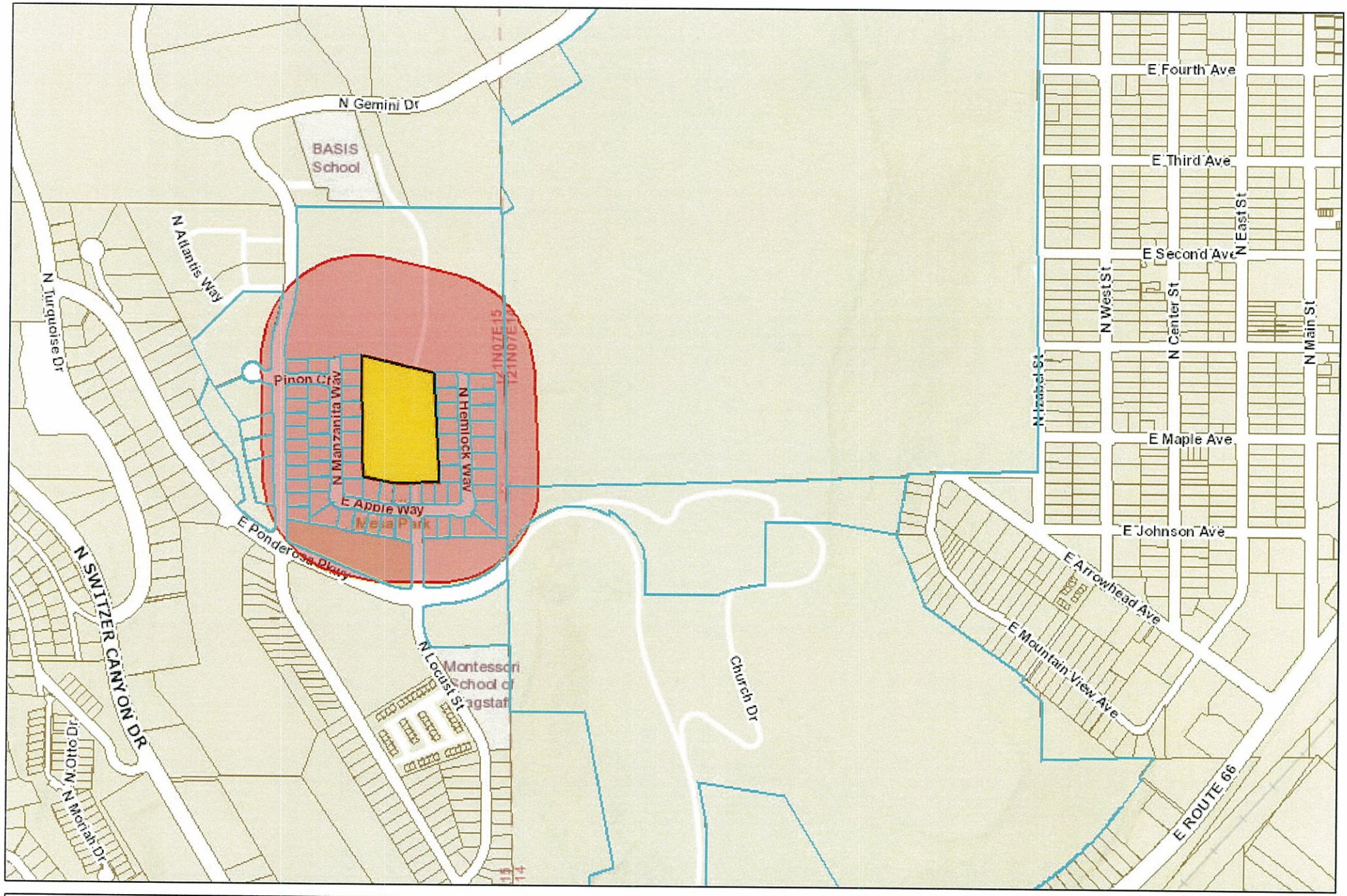


Parcel IA 600 foot buffer map McMillan Mesa Village

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STAT	SITUS ZIPC	OWNER ADDRESS			
10131075	WARNIMENT DANIEL A	1055 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1055 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131076	COPLEA COREY D & MONICA JANCARLA	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131074	YOUNG JEFFREY A & KELLI A	1035 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1035 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10126010	CURTIS M CAROL JT ; BUCKMAN SIDNEY A JT	950 N TURQUOISE DR	FLAGSTAFF	AZ	86001	950 N TURQUOISE DR	FLAGSTAFF	AZ	86001
10126011	SVOB TRUST	790 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	1534 E WATER ST	TUCSON	AZ	85719
10126012	BURNETT ROBERT C & PATRICIA S	780 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	1104 BIG BILL COURT	AUSTIN	TX	78734
10126006	STEELMAN BRADLEY	1000 N TURQUOISE DR	FLAGSTAFF	AZ	86001	1000 N TURQUOISE DR	FLAGSTAFF	AZ	86001
10126007	TWIDWELL RICHARD D & LINDA C JT	990 N TURQUOISE DR	FLAGSTAFF	AZ	86001	990 N TURQUOISE DR	FLAGSTAFF	AZ	86001
10126009	SHOUP JOHN D & MARCELLA E CPWROS	970 N TURQUOISE DR	FLAGSTAFF	AZ	86001	970 N TURQUOISE DR	FLAGSTAFF	AZ	86001
10126008	STEPHENS-BROWN FAMILY TRUST U/A DTD 7-15-11	980 N TURQUOISE DR	FLAGSTAFF	AZ	86001	2205 N LANTERN LN	FLAGSTAFF	AZ	86001
10131077A	NEAT ERIC B	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10129055	SNYDER BRYCE	930 N TURQUOISE DR	FLAGSTAFF	AZ	86001	930 N TURQUOISE DR	FLAGSTAFF	AZ	86001
10126026B	MARR WILLIAM J & KIMBERLY J CPWROS	695 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	695 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10126022	BROYLES LIVING TRUST DTD 12-10-12	605 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	605 E PONDEROSA PARKWAY	FLAGSTAFF	AZ	86001
10126025	CAIN DONNA J TRUSTEE ; CAIN DJ RVCBLE LIV TRUST DTD 2/11/97	675 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	675 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10126029	WONG DARA SPRINCES	745 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	745 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10126024	WILLE MARK LEWIS & DEBORAH MARTIN JT	655 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	655 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10126005A	ADAMS MARK C & AMBER N	1020 N TURQUOISE DR	FLAGSTAFF	AZ	86001	1020 N TURQUOISE DRIVE	FLAGSTAFF	AZ	86001
10126004B	GUY FARRELL BRIAN CPWROS ; VELEZ-GUY DEBORAH CPWROS	1040 N TURQUOISE DR	FLAGSTAFF	AZ	86001	1040 N TURQUOISE DR	FLAGSTAFF	AZ	86001
10128007C	FLAGSTAFF CITY OF	1300 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10131080	KNOCHEL PAULA	1120 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1120 N MANZANITA WY	FLAGSTAFF	AZ	86001
10131083	BUCHANAN LIV TRUST DTD 6/25/91	1060 N MANZANITA WAY	FLAGSTAFF	AZ	86001	3832 WESTHAVEN DR	CARLSBAD	CA	92008
10131081	LOEFFLER KENNETH A & BERTA E JT	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131084	HANCOCK PATRICIA L	1040 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1040 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131082	ELLSWORTH KATHLEEN MARY	1080 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1080 MANZANITA WAY	FLAGSTAFF	AZ	86001
10131078A	FERNANDEZ RICHARD R & JACOBJE JT	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131079	RYAN DAVID R & ELLEN R CPWROS	1140 N MANZANITA WAY	FLAGSTAFF	AZ	86001	PO BOX 50705	PARKS	AZ	86018
10131048	AUMACK ETHAN	1140 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1140 N PINECLIFF DR	FLAGSTAFF	AZ	86001
10131050	PREUSSER DONNA	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131054	SCHEPPER BRENT C & ANGELA M	1020 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1020 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131051	CARPENTER JASON & CAROLYN CPWROS	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131053	SNYDER-STONEBRAKER MARGARET	1040 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1040 N PINECLIFF DR	FLAGSTAFF	AZ	86001

10131049	KRZNARICH CYNTHIA M	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131052	LEMONCELLO ANDREW D JT ; FISHER JULIA L JT	1060 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1060 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131055	CRUMP WALLACE LEE & REBECCA SUSAN	1000 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1000 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10129063	GARCIA ANGEL JR & ANNA M	840 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	840 PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10129065	ST LAURENT ROY T	800 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	800 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10129067	DAHL R MICHAEL & CHEREE CPWROS	795 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	PO BOX 2520	FLAGSTAFF	AZ	86003
10129064	COLEMAN JEFFERY P CPWROS ; SCHOPEN JUDITH A CPWROS	820 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	820 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10129066	CARSEY WELDON A & DIXIE LEE	775 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	PO BOX 122	BASS HARBOR	ME	4653
10129068	SAFTOIU DAN	805 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	805 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10131108	CZACHOWSKI CHRISTOPHER M & MARGARET S JT	1135 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1135 N MANZANITA WY	FLAGSTAFF	AZ	86001
10131073	BOETTCHER LORI ANNE	1015 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1015 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131061	LOAN OAK PROPERTIES LLC	1001 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	2636 N DOVES NEST LN	FLAGSTAFF	AZ	86001
10144002	SIMPSON ROBERT G & MARY P	1170 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	1170 N WORTHINGTON PLACE	FLAGSTAFF	AZ	86001
10144003	GS INVESTMENT GROUP LLC	1150 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	4560 E THISTLE LANDING	PHOENIX	AZ	85044
10144007	CLIFFSIDE ESTATES HOMEOWNERS ASSOC INC		FLAGSTAFF	AZ	86001	PO BOX 1838	FLAGSTAFF	AZ	86002
10144004	DANIEL THOMAS PAUL & KAREN ANN	1130 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	16634 S 3RD PL	PHOENIX	AZ	85048
10144005	AUSTIN JAMES MARION	1110 N WORTHINGTON PL	FLAGSTAFF	AZ	86001	125 E PAULINE DR	FLAGSTAFF	AZ	86001
10144006	CLIFFSIDE ESTATES HOMEWOWNERS ASSOC INC		FLAGSTAFF	AZ	86001	PO BOX 1838	FLAGSTAFF	AZ	86002
10126013A	KRZYSZTOF R PIETRZAK CPWROS ; TURRELL-PIETRZAK SHANA S CPWROS	760 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	760 PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10128006H	HARTE JOSEPH M JR & SUSAN BRAINARD CPWRO	1000 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	1000 PONDEROSA PKY	FLAGSTAFF	AZ	86001
10128006J	NOWAK MICHAEL	880 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	84 APACHE LN	SEDONA	AZ	86351
10126016A	WINGER CHAD JOSHUA & MARIE	700 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	700 E PONDEROSA PARKWAY	FLAGSTAFF	AZ	86001
10126017A	MCCASLIN MARTY L JT ; HOUSER DOROTHY J JT	680 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	680 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10126014A	SIMS JAMES T & SHIRLEY B CPWROS	740 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	740 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10126015A	PORTER CHARLES & CHARLOTTE	720 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	720 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10146005A	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146009B	FSL ST FRANCIS VILLAS LP	1351 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1201 E. THOMAS RD.	PHOENIX	AZ	85014
10146009A	FSL HOLDING PROPERTIES LLC		FLAGSTAFF	AZ	86001	1201 E THOMAS RD	PHOENIX	AZ	85014
10131062A	GOBEIL NORMAND P & BETTY J	1071 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	908 W MURRAY RD	FLAGSTAFF	AZ	86001
10131062B	MAGEARY JAMES I & JENNIFER G	1041 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1041 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10146001A	MMV DEVCO LLC	1251 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10131063A	LONE OAK PROPERTIES LLC	1101 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	2636 N DOVES NEST LN	FLAGSTAFF	AZ	86001
10129069A	HOCHBERG NELSON	825 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	825 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001

10128007E	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146002	MMV DEVCO LLC	1600 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10128007F	MMV DEVCO LLC		FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260



Coconino Parcel Map

August 3, 2015

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NO WARRANTY OF ACCURACY IS GIVEN OR IMPLIED.

0 350 1,400

COCONINO COUNTY ARIZONA

Parcel Ic 600ft Mailing List

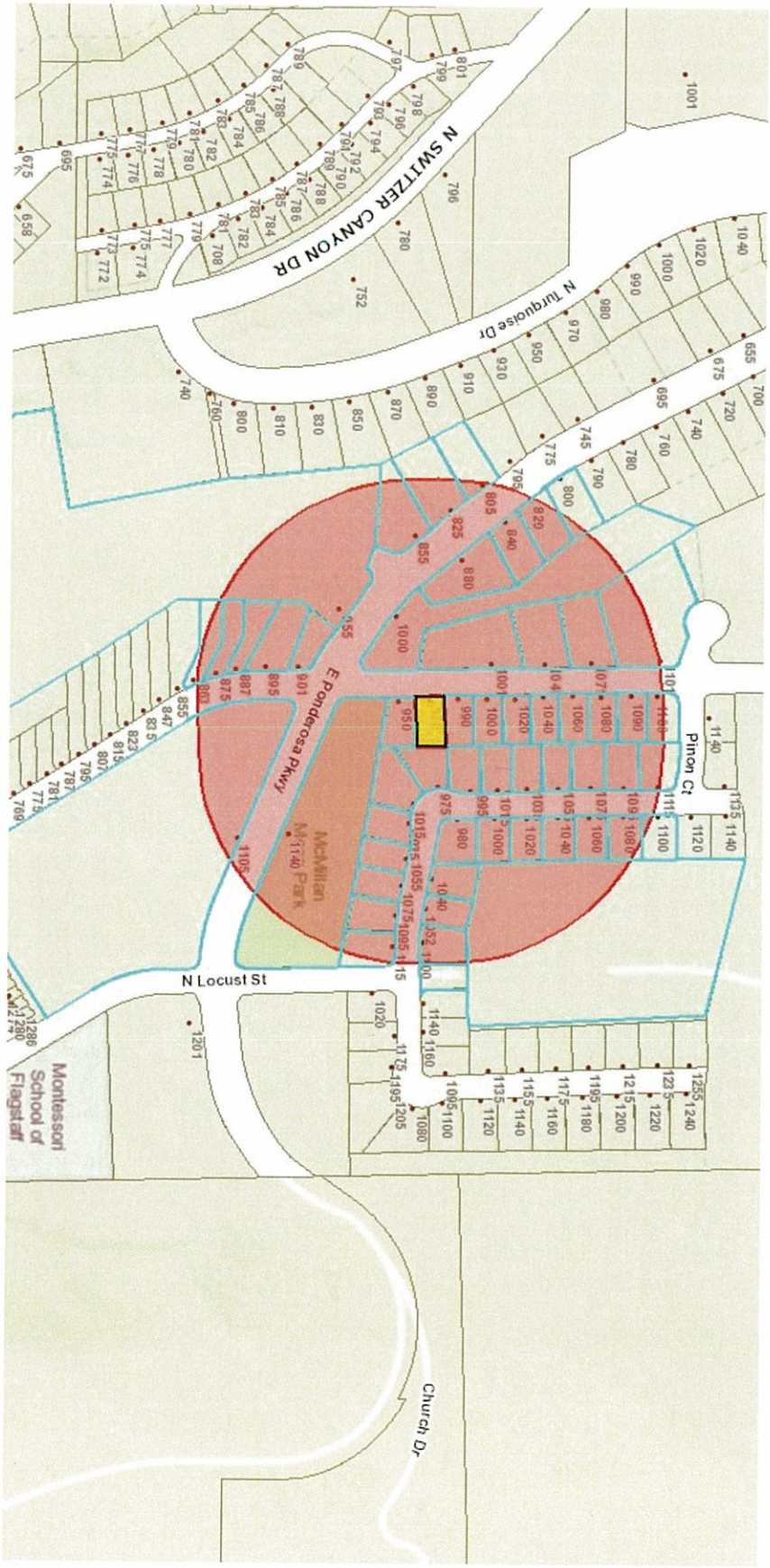
APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS S	SITUS ZIP	OWNER ADDRESS	OWNER CITY		
10131074	YOUNG JEFFREY A & KELLI A	1035 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1035 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131075	WARNIMENT DANIEL A	1055 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1055 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131076	COPLEA COREY D & MONICA JANCARLA	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131077A	NEAT ERIC B	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10128014A	LVA PROPERTIES LLC	1201 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	500 N MARKET PLACE DR	CENTERVILLE	UT	84014
10128007C	FLAGSTAFF CITY OF	1300 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10131087	COTTEN ANNE C	980 N MANZANITA WAY	FLAGSTAFF	AZ	86001	980 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131090	BROWN CRAIG ALAN & ELSIE ELAINE CPWROS	1100 E APPLE WAY	FLAGSTAFF	AZ	86001	1100 E APPLE WAY	FLAGSTAFF	AZ	86001
10131091	PAINE JILL B	1135 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1135 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131088	MIDDLEBROOK BRYON & DANA	1040 E APPLE WAY	FLAGSTAFF	AZ	86001	308 NORTH AGASSIZ ST	FLAGSTAFF	AZ	86001
10131089	MARTINO ADA LIVING TRUST DTD 7-28-98	1052 E APPLE WAY	FLAGSTAFF	AZ	86001	1052 E APPLE WAY	FLAGSTAFF	AZ	86001
10131092	MCMURRAY CRAIG R & CHRISTINA	1155 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1155 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131093	KELTY JOHN W & KARA M CPWROS	1175 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1175 HEMLOCK	FLAGSTAFF	AZ	86001
10131094	HAVILAND L BRENT & VICTORIA M JT	1195 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1195 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131095	WANGEMAN FAMILY TRUST DTD 09/29/11	1215 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	12658 N 80TH PL	SCOTTSDALE	AZ	85250
10131078A	FERNANDEZ RICHARD R & JACOBJE JT	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131079	RYAN DAVID R & ELLEN R CPWROS	1140 N MANZANITA WAY	FLAGSTAFF	AZ	86001	PO BOX 50705	PARKS	AZ	86018
10131080	KNOCHEL PAULA	1120 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1120 N MANZANITA WY	FLAGSTAFF	AZ	86001
10131081	LOEFFLER KENNETH A & BERTA E JT	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131082	ELLSWORTH KATHLEEN MARY	1080 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1080 MANZANITA WAY	FLAGSTAFF	AZ	86001
10131083	BUCHANAN LIV TRUST DTD 6/25/91	1060 N MANZANITA WAY	FLAGSTAFF	AZ	86001	3832 WESTHAVEN DR	CARLSBAD	CA	92008
10131084	HANCOCK PATRICIA L	1040 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1040 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131085	ROSENTHAL PETER CPWROS ; RYAN DARLENE A CPWROS	1020 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1020 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131086	BLUME LIVING TRUST DTD 8-25-14	1000 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1000 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131001	LOOMIS WILLIAM F & RUTH F JT	1020 N LOCUST ST	FLAGSTAFF	AZ	86001	603 N SAN FRANCISCO ST	FLAGSTAFF	AZ	86001
10131002	MARHOFER JAY B CPWROS ; KOVAL SUSAN A CPWROS	1175 E APPLE WAY	FLAGSTAFF	AZ	86001	1175 E APPLE WY	FLAGSTAFF	AZ	86004
10131003	DAGGETT REBECCA ANDRA	1195 E APPLE WAY	FLAGSTAFF	AZ	86001	1195 E APPLE WAY	FLAGSTAFF	AZ	86001

10131024	MINDER DOUGLAS & ALICE REVOCABLE TRUST ; DTD 6-24-08	1095 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	220 N VINE AVE	TUCSON	AZ	85719
10131026	BRENNAN MICHAEL L & LESLIE D	1140 E APPLE WAY	FLAGSTAFF	AZ	86001	1140 E APPLE WAY	FLAGSTAFF	AZ	86001
10131025	WELLS JASON G & SHANNAN C	1160 E APPLE WAY	FLAGSTAFF	AZ	86001	1160 E APPLE WAY	FLAGSTAFF	AZ	86001
10131048	AUMACK ETHAN	1140 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1140 N PINECLIFF DR	FLAGSTAFF	AZ	86001
10131049	KRZNARICH CYNTHIA M	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131050	PREUSSER DONNA	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131051	CARPENTER JASON & CAROLYN CPWROS	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131052	LEMONCELLO ANDREW D JT ; FISHER JULIA L JT	1060 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1060 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131053	SNYDER-STONEBRAKER MARGARET	1040 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1040 N PINECLIFF DR	FLAGSTAFF	AZ	86001
10131054	SCHEPPER BRENT C & ANGELA M	1020 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1020 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131055	CRUMP WALLACE LEE & REBECCA SUSAN	1000 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1000 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131056	CONNELL JAMES L	990 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	990 N PINECLIFF	FLAGSTAFF	AZ	86001
10701001B	FLAGSTAFF CITY OF	N	FLAGSTAFF	AZ	86004	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10131096	FIELDS REBECCA	1235 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1235 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131097	BESSLER ANDREW V	1255 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1255 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131098	WEYBRIGHT JOHN E	1240 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1240 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131099	MCGUIRE GEORGE M & SARAH ANN JT	1220 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1220 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131100	BLACKGOAT CHRISTINE M E	1200 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	8616 B HAYES WAY	JUNEAU	AK	99801
10131101	BELL BARNEY G & DIANE E JT	1180 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1180 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131102	AYERS ANTHONY	1160 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1160 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131103	FICKEL LAURA A LIVING TRUST DTD 5-3-12	1140 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1140 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131104	PETERSON KEVIN M	1120 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	7294 LINDSEY RD	FLAGSTAFF	AZ	86004
10131105	HERSHEY BRENDA G RVCBL TRUST DTD 10-3-12	1100 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1100 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131106	GARCIA JOSE L & AIDA V JT	1080 N HEMLOCK WAY	FLAGSTAFF	AZ	86001	1080 N HEMLOCK WAY	FLAGSTAFF	AZ	86001
10131107	MARTINO LISA M	1205 E APPLE WAY	FLAGSTAFF	AZ	86001	1205 E APPLE WAY	FLAGSTAFF	AZ	86001
10131108	CZACHOWSKI CHRISTOPHER M & MARGARET S JT	1135 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1135 N MANZANITA WY	FLAGSTAFF	AZ	86001
10131109	MMV DEVCO LLC		FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10131110	MMV DEVCO LLC		FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10131067	BOETTCHER NATHAN & JENNIFER CPWROS	1075 E APPLE WAY	FLAGSTAFF	AZ	86001	1075 E APPLE WAY	FLAGSTAFF	AZ	86001
10131068	WEISSMAN MARILYN J	1055 E APPLE WAY	FLAGSTAFF	AZ	86001	1055 E APPLE WAY	FLAGSTAFF	AZ	86001
10131069	HIRST LOIS & STEPHEN CWPROS	1035 E APPLE WAY	FLAGSTAFF	AZ	86001	1035 E APPLE WAY	FLAGSTAFF	AZ	86001
10131070	HICKEY SEAN GERARD	1015 E APPLE WAY	FLAGSTAFF	AZ	86001	1015 E APPLE WAY	FLAGSTAFF	AZ	86001

10131071	WALKA JOSEPH P & SHERRY CPWROS	975 N MANZANITA WAY	FLAGSTAFF	AZ	86001	975 MANZANITA WAY	FLAGSTAFF	AZ	86001
10131072	CUSEY PATRICK A & ELAINE C	995 N MANZANITA WAY	FLAGSTAFF	AZ	86001	751 E PINE KNOLL DR APT 2202	FLAGSTAFF	AZ	86001
10131073	BOETTCHER LORI ANNE	1015 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1015 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131057	MMV DEVCO LLC	970 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10131058	MMV DEVCO LLC	950 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10131059	FLAGSTAFF CITY OF	1140 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10131065	MCGERVEY PATRICK M & HEIDI	1115 E APPLE WAY	FLAGSTAFF	AZ	86001	1115 E APPLE WAY	FLAGSTAFF	AZ	86001
10131066	SCOTT ERIC TYSON	1095 E APPLE WAY	FLAGSTAFF	AZ	86001	1095 E APPLE WAY	FLAGSTAFF	AZ	86001
10131061	LOAN OAK PROPERTIES LLC	1001 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	2636 N DOVES NEST LN	FLAGSTAFF	AZ	86001
10128006H	HARTE JOSEPH M JR & SUSAN BRAINARD CPWRO	1000 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	1000 PONDEROSA PKY	FLAGSTAFF	AZ	86001
10131062A	GOBEIL NORMAND P & BETTY J	1071 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	908 W MURRAY RD	FLAGSTAFF	AZ	86001
10131062B	MAGEARY JAMES I & JENNIFER G	1041 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1041 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131063A	LONE OAK PROPERTIES LLC	1101 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	2636 N DOVES NEST LN	FLAGSTAFF	AZ	86001
10146001A	MMV DEVCO LLC	1251 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10707002G	SAN FRANCISCO DE ASIS ROMAN CATHOLIC PARISH FLAGSTAFF			AZ		1600 E ROUTE 66	FLAGSTAFF	AZ	86001
10707002H	SAN FRANCISCO DE ASIS ROMAN CATHOLIC PARISH FLAGSTAFF			AZ		1600 E ROUTE 66	FLAGSTAFF	AZ	86001
10128007F	MMV DEVCO LLC		FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260

Lot 57

Lot #57 Switzer Mesa Unit 2



Lot 57 Switzer Mesa #2 600ft Radius Ownership

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS S	SITUS ZIP	OWNER ADDRESS	OWNER CITY		ZIPCODE
10131075	WARNIMENT DANIEL A	1055 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1055 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131076	COPLEA COREY D & MONICA JANCARLA	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131074	YOUNG JEFFREY A & KELLI A	1035 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1035 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131077A	NEAT ERIC B	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10128008A	FLAGSTAFF CITY OF	955 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10131087	COTTEN ANNE C	980 N MANZANITA WAY	FLAGSTAFF	AZ	86001	980 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131088	MIDDLEBROOK BRYON & DANA	1040 E APPLE WAY	FLAGSTAFF	AZ	86001	308 NORTH AGASSIZ ST	FLAGSTAFF	AZ	86001
10131090	BROWN CRAIG ALAN & ELSIE ELAINE CPWROS	1100 E APPLE WAY	FLAGSTAFF	AZ	86001	1100 E APPLE WAY	FLAGSTAFF	AZ	86001
10131089	MARTINO ADA LIVING TRUST DTD 7-28-98	1052 E APPLE WAY	FLAGSTAFF	AZ	86001	1052 E APPLE WAY	FLAGSTAFF	AZ	86001
10131083	BUCHANAN LIV TRUST DTD 6/25/91	1060 N MANZANITA WAY	FLAGSTAFF	AZ	86001	3832 WESTHAVEN DR	CARLSBAD	CA	92008
10131081	LOEFFLER KENNETH A & BERTA E JT	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1100 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131084	HANCOCK PATRICIA L	1040 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1040 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131085	ROSENTHAL PETER CPWROS ; RYAN DARLENE A CPWROS	1020 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1020 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131086	BLUME LIVING TRUST DTD 8-25-14	1000 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1000 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131082	ELLSWORTH KATHLEEN MARY	1080 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1080 MANZANITA WAY	FLAGSTAFF	AZ	86001
10131078A	FERNANDEZ RICHARD R & JACOBJE JT	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1115 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131050	PREUSSER DONNA	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131054	SCHEPPER BRENT C & ANGELA M	1020 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1020 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131051	CARPENTER JASON & CAROLYN CPWROS	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131053	SNYDER-STONEBRAKER MARGARET	1040 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1040 N PINECLIFF DR	FLAGSTAFF	AZ	86001
10131049	KRZNARICH CYNTHIA M	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1100 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131052	LEMONCELLO ANDREW D JT ; FISHER JULIA L JT	1060 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1060 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131055	CRUMP WALLACE LEE & REBECCA SUSAN	1000 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1000 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131056	CONNELL JAMES L	990 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	990 N PINECLIFF	FLAGSTAFF	AZ	86001
10129063	GARCIA ANGEL JR & ANNA M	840 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	840 PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10129065	ST LAURENT ROY T	800 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	800 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10129064	COLEMAN JEFFERY P CPWROS ; SCHOPEN JUDITH A CPWROS	820 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	820 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10129070A	WILLIS FRANKLIN D	855 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	PO BOX 31161	FLAGSTAFF	AZ	86003
10129068	SAFTOIU DAN	805 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	805 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10131109	MMV DEVCO LLC		FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10132007	BYKOSKI CHARLES C	895 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1189 PAWNEE DR	BULLHEAD CITY	AZ	86442
10132008	SWANSON BEN V	887 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	887 PINECLIFF DR	FLAGSTAFF	AZ	86001
10132009	HITE ADDIE E	875 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	875 N PINECLIFF DR	FLAGSTAFF	AZ	86001
10132010	TORRENCE IAN JAMES	863 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	863 N PINECLIFF DRIVE	FLAGSTAFF	AZ	86001

Lot 57

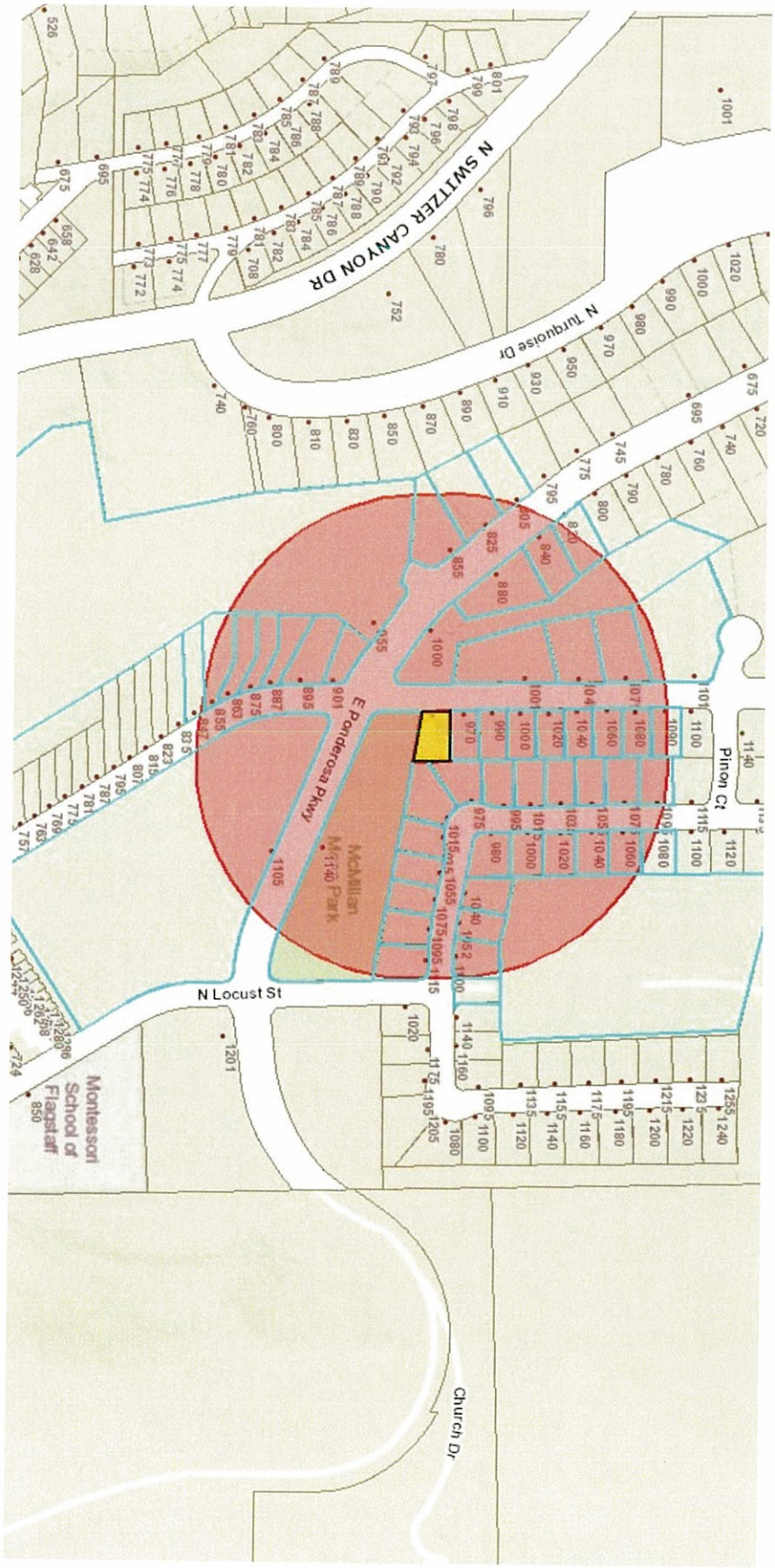
10132005	SANCHEZ BROTHERS LLC DBA SANCHEZ BROTHERS PINECLIFF VILLAGE LLC	1105 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	2491 RIVERFRONT DR	SANTA CLARA	UT	84765
10132006	NUTTER FORREST F & DIANE M REVOCABLE ; LIVING TRUST DTD 11-20-07	901 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1024 E MADDOCK RD	PHOENIX	AZ	85086
10131068	WEISSMAN MARILYN J	1055 E APPLE WAY	FLAGSTAFF	AZ	86001	1055 E APPLE WAY	FLAGSTAFF	AZ	86001
10131071	WALKA JOSEPH P & SHERRY CPWROS	975 N MANZANITA WAY	FLAGSTAFF	AZ	86001	975 MANZANITA WAY	FLAGSTAFF	AZ	86001
10131073	BOETTCHER LORI ANNE	1015 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1015 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131067	BOETTCHER NATHAN & JENNIFER CPWROS	1075 E APPLE WAY	FLAGSTAFF	AZ	86001	1075 E APPLE WAY	FLAGSTAFF	AZ	86001
10131069	HIRST LOIS & STEPHEN CWPROS	1035 E APPLE WAY	FLAGSTAFF	AZ	86001	1035 E APPLE WAY	FLAGSTAFF	AZ	86001
10131070	HICKEY SEAN GERARD	1015 E APPLE WAY	FLAGSTAFF	AZ	86001	1015 E APPLE WAY	FLAGSTAFF	AZ	86001
10131072	CUSEY PATRICK A & ELAINE C	995 N MANZANITA WAY	FLAGSTAFF	AZ	86001	751 E PINE KNOLL DR APT 2202	FLAGSTAFF	AZ	86001
10131058	MMV DEVCO LLC	950 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10131059	FLAGSTAFF CITY OF	1140 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10131066	SCOTT ERIC TYSON	1095 E APPLE WAY	FLAGSTAFF	AZ	86001	1095 E APPLE WAY	FLAGSTAFF	AZ	86001
10131057	MMV DEVCO LLC	970 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10131065	MCGERVEY PATRICK M & HEIDI	1115 E APPLE WAY	FLAGSTAFF	AZ	86001	1115 E APPLE WAY	FLAGSTAFF	AZ	86001
10131061	LOAN OAK PROPERTIES LLC	1001 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	2636 N DOVES NEST LN	FLAGSTAFF	AZ	86001
10128006H	HARTE JOSEPH M JR & SUSAN BRAINARD CPWRO	1000 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	1000 PONDEROSA PKY	FLAGSTAFF	AZ	86001
10128006J	NOWAK MICHAEL	880 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	84 APACHE LN	SEDONA	AZ	86351
10131062A	GOBEIL NORMAND P & BETTY J	1071 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	908 W MURRAY RD	FLAGSTAFF	AZ	86001
10131062B	MAGEARY JAMES I & JENNIFER G	1041 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1041 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131063A	LONE OAK PROPERTIES LLC	1101 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	2636 N DOVES NEST LN	FLAGSTAFF	AZ	86001
10129069A	HOCHBERG NELSON	825 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	825 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10128007F	MMV DEVCO LLC		FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260

Parcel D3 101-46-006 600 ft Mailing List

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS STAT	SITUS ZIPC	OWNER ADDRESS	OWNER CITY	STATE	ZIPCODE
10128007C	FLAGSTAFF CITY OF	1300 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10701001B	FLAGSTAFF CITY OF	N	FLAGSTAFF	AZ	86004	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146005A	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146005B	BASIS SCHOOL INC	1700 N GEMINI DR	FLAGSTAFF	AZ	86001	7702 E DOUBLETREE RANCH RD	SCOTTSDALE	AZ	85258
10146008B	MMV DEVCO LLC			AZ		15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10701001G	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137002H	FLAGSTAFF CITY OF	1750 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10701001F	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137001E	FLAGSTAFF CITY OF	1751 N GEMINI DR	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10137002J	FLAGSTAFF CITY OF		FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10146004	MMV DEVCO LLC	1651 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146006	MMV DEVCO LLC	1800 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260
10146007	MMV DEVCO LLC	1801 N GEMINI DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE 200	SCOTTSDALE	AZ	85260

Lot 58

Lot #58 Switzer Mesa Unit 2



Lot 58 101-31-058 600 ft Mailing List

APN	OWNER NAME	SITUS ADDRESS	SITUS CITY	SITUS ST	SITUS ZIPC	OWNER ADDRESS	OWNER CITY		
10131075	WARNIMENT DANIEL A	1055 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1055 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131076	COPLEA COREY D & MONICA JANCARLA	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1075 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131074	YOUNG JEFFREY A & KELLI A	1035 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1035 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131077A	NEAT ERIC B	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1095 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10128008A	FLAGSTAFF CITY OF	955 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10131087	COTTEN ANNE C	980 N MANZANITA WAY	FLAGSTAFF	AZ	86001	980 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131088	MIDDLEBROOK BRYON & DANA	1040 E APPLE WAY	FLAGSTAFF	AZ	86001	308 NORTH AGASSIZ ST	FLAGSTAFF	AZ	86001
10131090	BROWN CRAIG ALAN & ELSIE ELAINE CPWROS	1100 E APPLE WAY	FLAGSTAFF	AZ	86001	1100 E APPLE WAY	FLAGSTAFF	AZ	86001
10131089	MARTINO ADA LIVING TRUST DTD 7-28-98	1052 E APPLE WAY	FLAGSTAFF	AZ	86001	1052 E APPLE WAY	FLAGSTAFF	AZ	86001
10131083	BUCHANAN LIV TRUST DTD 6/25/91	1060 N MANZANITA WAY	FLAGSTAFF	AZ	86001	3832 WESTHAVEN DR	CARLSBAD	CA	92008
10131084	HANCOCK PATRICIA L	1040 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1040 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131085	ROSENTHAL PETER CPWROS ; RYAN DARLENE A CPWROS	1020 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1020 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131086	BLUME LIVING TRUST DTD 8-25-14	1000 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1000 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131082	ELLSWORTH KATHLEEN MARY	1080 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1080 MANZANITA WAY	FLAGSTAFF	AZ	86001
10131050	PREUSSER DONNA	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1090 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131054	SCHEPPER BRENT C & ANGELA M	1020 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1020 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131051	CARPENTER JASON & CAROLYN CPWROS	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1080 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131053	SNYDER-STONEBRAKER MARGARET	1040 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1040 N PINECLIFF DR	FLAGSTAFF	AZ	86001
10131052	LEMONCELLO ANDREW D JT ; FISHER JULIA L JT	1060 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1060 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131055	CRUMP WALLACE LEE & REBECCA SUSAN	1000 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1000 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131056	CONNELL JAMES L	990 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	990 N PINECLIFF	FLAGSTAFF	AZ	86001
10129063	GARCIA ANGEL JR & ANNA M	840 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	840 PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10129064	COLEMAN JEFFERY P CPWROS ; SCHOPEN JUDITH A CPWROS	820 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	820 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10129070A	WILLIS FRANKLIN D	855 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	PO BOX 31161	FLAGSTAFF	AZ	86003
10129068	SAFTOIU DAN	805 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	805 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10131109	MMV DEVCO LLC		FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE	SCOTTSDALE	AZ	85260
10132007	BYKOSKI CHARLES C	895 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1189 PAWNEE DR	BULLHEAD CITY	AZ	86442
10132008	SWANSON BEN V	887 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	887 PINECLIFF DR	FLAGSTAFF	AZ	86001
10132009	HITE ADDIE E	875 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	875 N PINECLIFF DR	FLAGSTAFF	AZ	86001
10132011	WEATHERS JOAN C	855 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	855 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10132010	TORRENCE IAN JAMES	863 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	863 N PINECLIFF DRIVE	FLAGSTAFF	AZ	86001

Lot 58

10132005	SANCHEZ BROTHERS LLC DBA SANCHEZ BROTHERS PINECLIFF VILLAGE LLC	1105 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	2491 RIVERFRONT DR	SANTA CLARA	UT	84765
10132012	SMITH GARY L	847 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	847 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10132006	NUTTER FORREST F & DIANE M REVOCABLE ; LIVING TRUST DTD 11-20-07	901 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1024 E MADDOCK RD	PHOENIX	AZ	85086
10131068	WEISSMAN MARILYN J	1055 E APPLE WAY	FLAGSTAFF	AZ	86001	1055 E APPLE WAY	FLAGSTAFF	AZ	86001
10131071	WALKA JOSEPH P & SHERRY CPWROS	975 N MANZANITA WAY	FLAGSTAFF	AZ	86001	975 MANZANITA WAY	FLAGSTAFF	AZ	86001
10131073	BOETTCHER LORI ANNE	1015 N MANZANITA WAY	FLAGSTAFF	AZ	86001	1015 N MANZANITA WAY	FLAGSTAFF	AZ	86001
10131067	BOETTCHER NATHAN & JENNIFER CPWROS	1075 E APPLE WAY	FLAGSTAFF	AZ	86001	1075 E APPLE WAY	FLAGSTAFF	AZ	86001
10131069	HIRST LOIS & STEPHEN CWPROS	1035 E APPLE WAY	FLAGSTAFF	AZ	86001	1035 E APPLE WAY	FLAGSTAFF	AZ	86001
10131070	HICKEY SEAN GERARD	1015 E APPLE WAY	FLAGSTAFF	AZ	86001	1015 E APPLE WAY	FLAGSTAFF	AZ	86001
10131072	CUSEY PATRICK A & ELAINE C	995 N MANZANITA WAY	FLAGSTAFF	AZ	86001	751 E PINE KNOLL DR APT 2	FLAGSTAFF	AZ	86001
10131058	MMV DEVCO LLC	950 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE :	SCOTTSDALE	AZ	85260
10131059	FLAGSTAFF CITY OF	1140 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	211 W ASPEN AVE	FLAGSTAFF	AZ	86001
10131066	SCOTT ERIC TYSON	1095 E APPLE WAY	FLAGSTAFF	AZ	86001	1095 E APPLE WAY	FLAGSTAFF	AZ	86001
10131057	MMV DEVCO LLC	970 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE :	SCOTTSDALE	AZ	85260
10131065	MCGERVEY PATRICK M & HEIDI	1115 E APPLE WAY	FLAGSTAFF	AZ	86001	1115 E APPLE WAY	FLAGSTAFF	AZ	86001
10131061	LOAN OAK PROPERTIES LLC	1001 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	2636 N DOVES NEST LN	FLAGSTAFF	AZ	86001
10128006H	HARTE JOSEPH M JR & SUSAN BRAINARD CPWRO	1000 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	1000 PONDEROSA PKY	FLAGSTAFF	AZ	86001
10128006J	NOWAK MICHAEL	880 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	84 APACHE LN	SEDONA	AZ	86351
10131062A	GOBEIL NORMAND P & BETTY J	1071 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	908 W MURRAY RD	FLAGSTAFF	AZ	86001
10131062B	MAGEARY JAMES I & JENNIFER G	1041 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	1041 N PINE CLIFF DR	FLAGSTAFF	AZ	86001
10131063A	LONE OAK PROPERTIES LLC	1101 N PINE CLIFF DR	FLAGSTAFF	AZ	86001	2636 N DOVES NEST LN	FLAGSTAFF	AZ	86001
10129069A	HOCHBERG NELSON	825 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001	825 E PONDEROSA PKWY	FLAGSTAFF	AZ	86001
10128007F	MMV DEVCO LLC		FLAGSTAFF	AZ	86001	15300 N 90TH STREET STE :	SCOTTSDALE	AZ	85260

Official Records of Coconino County 3432671
Candace Owens - Recorder 04/04/2007 09:48 AM Pgs: 17
CITY OF FLAGSTAFF AM $17.00

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

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into as of the 20th day of March, 2007, between Cavan Opportunity Fund, L.L.C., a Delaware limited liability company ("Owner"), and the City of Flagstaff, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona ("City").

RECITALS

A. Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into a development agreement with a landowner or any other person having an interest in real property located in the City.

B. The Owner is the owner of certain real property located within the incorporated boundaries of the City and which is depicted in Exhibit A, attached to and made a part hereof ("Property"). The Property is situated within the area comprising the McMillan Mesa Village Specific Plan dated August 14, 1992 ("Specific Plan"), the area of which is depicted in Exhibit B, attached to and made a part hereof.

C. Owner desires to develop a mixed use subdivision within the Specific Plan area ("Project").

D. For reasons including interests of public health, safety and welfare, the Owner and the City are entering into this Agreement to set forth and clarify certain public infrastructure obligations for the Project as recommended by the Planning and Zoning Commission.

E. This Agreement is consistent with the Specific Plan and those portions of the Flagstaff Area Regional Land Use and Transportation Plan ("General Plan") applicable to the Property.

F. Owner is under no compulsion, economic or otherwise, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations of the parties set forth herein, the parties agree as follows:

1. Recitals. The recitals set forth above are acknowledged by the parties to be true and correct and are incorporated herein by reference.

2. Interest of the Owner. The Owner hereby represents and warrants to the City that Owner is the sole fee title owner of the Property as of the date of this Agreement and that to the best of Owner's actual knowledge no other person or entity has any legal or equitable ownership interest in the Property except First Fidelity Bank, N.A. ("Lender"), which as of the date of this Agreement has an equitable interest in the Property.

3. Assignment. The rights of the Owner under this Agreement may be transferred or assigned, in whole or in part, by written instrument, to any subsequent owner or lessee of all or any portion of the Property, provided that the Owner notifies the City thereof within fifteen (15) days following any such transfer or assignment.

4. Binding Effect of Agreement. The burdens of this Agreement bind, and the benefits of this Agreement inure to the parties hereto and their successors in interest and assigns of the parties hereto pursuant to A.R.S. § 9-500.05(D).

5. Implementation. This Agreement is intended to facilitate the development of the Property by assuring the development of certain public infrastructure described below.

6. Public Infrastructure.

6.1 Water Storage Infrastructure. The Owner agrees to construct a water storage tank sized to meet the development's average daily usage plus two-hour fire flow, which equates to 541,400 gallons of water storage, as required in the McMillan Mesa Village Subdivision Public Water & Sewer Impact Analysis dated July 7, 2006 and prepared by the City of Flagstaff Utilities Department. To meet this requirement, subject to the reimbursement provided herein, the Owner shall design, construct and connect to the Zone "A" water system, a 1.2 million gallon water storage tank at the existing Cheshire tank site owned by the City of Flagstaff. In addition, the Owner shall pay to the City of Flagstaff a fee equal to the estimated proportionate amount of operation and maintenance expenses for 20 years of operation and maintenance costs for the 1.2 million gallon water storage tank. (The Owner's cost for operation and maintenance shall be equal to its proportionate share of the tank size). Design and construction plans for the 1.2 million gallon water tank shall be provided by the Owner along with the subdivision improvement plans.

The City shall reimburse the Owner for the City's proportional share of construction costs for the 1.2 million gallon water storage tank and shall provide the land for construction of the 1.2 million gallon water storage tank located at the existing Cheshire tank site. The extent of the City's reimbursement obligation regarding the water storage tank shall be limited to its

share of water tank construction costs, as specified above. The Owner's proportionate share for construction of the 1.2 million gallon water storage tank equates to 45.08%, which is based on the 541,400 gallons of required water storage. The City's proportional share for construction of the 1.2 million gallon water storage tank equates to 54.92%, which is based on 658,600 gallons of excess water storage capacity. Reimbursement by the City to the Owner shall be made upon completion and acceptance of the water storage tank and related facilities by the City of Flagstaff Utilities Department.

The City shall not issue Project building permits for more than 300 residential units and 26 acres of commercial development or the equivalent thereof until the Owner has provided the additional 541,400 gallons of water storage capacity as described above and the water storage tank is operational.

6.2 Sewer Line Improvements. Prior to the issuance of building permits the Owner shall be required to construct off-site sewer improvements to include replacement of the existing 33" sewer line connecting manholes 23-063 and 23-058 with a 42" sewer line. This sewer line reach is approximately 2,237' feet in length. Infrastructure improvements shall include sewer line, manholes and any other incidental utility improvements necessary for construction. The Owner shall provide design and construction plans for the sewer line replacement with the subdivision improvement plans. The Owner shall be responsible for all costs associated with the design and construction for the sewer line replacement. The City shall reimburse the Owner for the difference of construction costs between a 36" sewer line and a 42" sewer line upon completion of the sewer line improvements acceptance thereof by the City of Flagstaff Utilities Department.

7. Effective Date. This Agreement shall be effective upon execution by the parties hereto and recordation in the Office of the Coconino County Recorder.

8. Amendments or Cancellation of the Agreement. This Agreement may be amended or canceled, in whole or in part only with the mutual written consent of the City and the Owner. Within ten (10) days after any such amendment or cancellation of this Agreement, the amendment or cancellation shall be recorded by the City in the Official Records of Coconino County, Arizona.

9. Duration. If not sooner terminated in accordance with the provisions hereof, this Agreement shall automatically terminate and be of no further force fifteen (15) years from the effective date hereof. If the parties mutually determine that a longer period for the performance of the provisions of this Agreement is necessary for any reason, the term of this Agreement may be extended by a written amendment.

10. Relationship of the Parties. It is understood that the contractual relationship between the parties is undertaken pursuant to the authorization contained in A.R.S. § 9-500.05, and nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between the City and the Owner. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not

a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder, whether as a third-party beneficiary or otherwise.

11. General Provisions.

11.1 Notices.

(a) Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith ("Notices") shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified United States Postal Service Mail, return receipt requested, postage prepaid to:

If to City: City Clerk, City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Copy to: City Attorney
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to Owner: Cavan Opportunity Fund, L.L.C.
c/o Cavan Management Services, L.L.C.
15333 N. Pima Road, Suite 305
Scottsdale, Arizona 85260

If to Lender: First Fidelity Bank, N.A.
Attention: Susan Chapman, Vice President
232 N. 32nd Street
Phoenix, Arizona 85018

Copy to: William P. Ring, Esq.
114 N. San Francisco Street, Suite 200
Flagstaff, Arizona 86001

Or to such other addresses as a party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

(b) Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit in the U.S. Postal Service, in the manner set forth above.

11.2 General Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

11.3 Attorneys' Fees and Costs. Subject to Section 11.14, Mediation, if legal action by either party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs.

11.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11.5 Headings. The description headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement.

11.7 Severability. If any provision of this Agreement is declared void or unenforceable, the provisions shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the overall intent of the parties is not materially vitiated by such severability.

11.8 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Coconino County, Arizona, and the parties hereby waive any right to object to such venue.

11.9 Recordation. No later than ten (10) days after this Agreement has been executed by the City and Owner, it shall be recorded in its entirety by the City in the Official Records of Coconino County, Arizona.

11.10 Default, Remedies. If either party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity including specific performance.

11.11 Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement.

11.12 Cancellation. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

11.13 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party or against the party who prepared the last draft.

11.14 Mediation. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

11.15 Signatures. Each person who executed this Agreement on behalf of the Owner personally warrants and guarantees to the City that he or she has the legal power to bind the Owner to this Agreement with respect to such person's interest.

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

CITY OF FLAGSTAFF, an Arizona municipal corporation

Joseph C. Donaldson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

[Signatures continued on following page]

CAVAN OPPORTUNITY FUND, L.L.C., a Delaware limited liability company

By: Cavan Management Services, L.L.C., an Arizona limited liability company, its Manager

By: _____
Thomas P. Kell, its Manager

Acknowledged and Approved:

First Fidelity Bank, N.A.

By: _____
Susan Chapman, Vice President

STATE OF ARIZONA)
) ss
County of Coconino)

On this 2nd day of April, 2007, before me, a Notary Public, personally appeared Joseph C. Donaldson, Mayor of the City of Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public

My Commission Expires:

OFFICIAL SEAL
PATRICIA A. TENCZA
Notary Public - State of Arizona
COCONINO COUNTY
My Comm. Expires Aug. 16, 2010

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 2nd day of March, 2007, before me, a Notary Public, personally appeared Thomas P. Kell, known to be and satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained as President of Cavan Management Services, L.L.C., Manager of Cavan Opportunity Fund, L.L.C.

Naomi McCarthy
Notary Public

My Commission Expires: 8-31-2010

OFFICIAL SEAL
NAOMI McCARTHY
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 31, 2010

EXHIBIT "A"
McMillan Mesa Village
Development Agreement
Net of Public Rights of Way

PARCEL 1:

LOT 3 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA.

EXCEPTING THEREFROM THE WESTERN 40.00 FEET THEREOF, BEING THE EASTERN RIGHT OF WAY OF TURQUOISE DRIVE , A PUBLIC STREET, AS SHOWN ON RESULTS OF SURVEY MAP RECORDED IN BOOK 4, PAGE 35 (R.C.C.)(R2)

PARCEL 2:

LOT 1, SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FLAGSTAFF IN INSTRUMENT RECORDED SEPTEMBER 22, 1992 IN DOCKET 1507, PAGE 271, AND CONDITION OF ACCEPTANCE BY THE CITY OF FLAGSTAFF RECORDED MARCH 18, 1993 IN DOCKET 1548, PAGE 914.

ALSO **EXCEPTING** THEREFROM THAT PORTION CONVEYED TO THE CITY OF FLAGSTAFF IN BY SPECIAL WARRANTY DEED RECORDED DECEMBER 22, 1992 IN DOCKET 1531, PAGE 090.

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 40.26 FEET, NORTH 89 DEGREES 47 MINUTES EAST ALONG THE NORTHERLY LINE OF SAID SECTION 15 FROM THE NORTH QUARTER CORNER, SAID CORNER BEING A 5/8 INCH REBAR IN A 12" CONCRETE FILLED CORRUGATED METAL PIPE, SAID POINT BEING A RAILROAD SPIKE IN THE CENTERLINE OF TURQUOISE DRIVE;

THENCE NORTH 89 DEGREES 47 MINUTES EAST (BASIS OF BEARING FROM U.S.B.L.M. PLAT, DATED AUGUST 3, 1982 (R1) ALONG THE NORTHERLY LINE OF SAID SECTION 15, 1607.76 FEET (RI), 1605.47 MEASURED (M) TO A BLM STANDARD CAP MARKING A CORNER OF LOTS 1 AND 2 OF SAID SECTION 15; THENCE SOUTH 21 DEGREES 09 MINUTES EAST, 843.48 FEET (RI), SOUTH 21 DEGREES 11 MINUTES EAST, 840.78 FEET (M) ALONG THE LINE BETWEEN LOTS 2 AND 1 TO A BLM STANDARD CAP MARKING THE CORNER BETWEEN LOTS 1, 2 AND 3;

THENCE SOUTH 77 DEGREES 08 MINUTES WEST, 1684.32 FEET (R1), SOUTH 77 DEGREES 46 MINUTES WEST, 1683.92 FEET (M) TO A RAILROAD SPIKE IN THE CENTERLINE OF TURQUOISE DRIVE, MARKING THE CORNER BETWEEN LOTS 2, 3 AND 4;

THENCE NORTHERLY ALONG THE CENTERLINE OF TURQUOISE DRIVE ALONG A CURVE CONVEX TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 1198.25 FEET, DELTA OF 20 DEGREES 13 MINUTES, AND LENGTH OF 422.73 FEET (R1 AND M) TO A POINT OF REVERSE CURVATURE.

THENCE CONTINUING ALONG TURQUOISE DRIVE ALONG A CURVE CONVEX TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 849.68 FEET (R1), 851.73(M), DELTA = 27 DEGREES 55 MINUTES (R1), 27 DEGREES 51 MINUTES FEET (M), AND LENGTH OF 409.89 FEET(R1), 409.92 FEET (M) TO A POINT OF REVERSE CURVATURE;

THENCE CONTINUING ALONG TURQUOISE DRIVE ALONG A CURVE CONVEX TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 695.55 FEET (R1), 695.83 FEET(M); DELTA OF 28 DEGREES 18 MINUTES (R1), 28 DEGREES 16 MINUTES (M) AND LENGTH OF 343.40 FEET (R1), 343.37 FEET (M) TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG TURQUOISE DRIVE NORTH 0 DEGREES 24 MINUTES WEST, 16.63 FEET (R1), NORTH 0 DEGREES 21 MINUTES WEST, 16.61 FEET (M) TO THE **POINT OF BEGINNING**;

AND FURTHER BEING DESCRIBED AS LOT 2 OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF FLAGSTAFF BY ORDER RECORDED IN DOCKET 1349, PAGE 233;

ALSO **EXCEPTING** THEREFROM THE WESTERN 40.00 FEET THEREOF, BEING THE EASTERN RIGHT OF WAY OF TURQUOISE DRIVE , A PUBLIC STREET, AS SHOWN ON RESULTS OF SURVEY MAP RECORDED IN BOOK 4, PAGE 35 (R.C.C.)(R2)

ALSO **EXCEPTING** THEREFROM THE NORTHERN 33.50 FEET OF SAID LOT 2 OF SECTION 15;

ALSO **EXCEPTING** THEREFROM A PORTION OF A PARCEL OF LAND DESCRIBED IN DOCKET 1129, PAGE 577 OF THE RECORDS OF COCONINO COUNTY, ARIZONA (R.C.C.), SITUATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PART1CULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTH QUARTER OF SAID SECTION 15;

THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST [BASIS OF BEARING: (DOCKET 1349, PAGE 239 (R.C.C.)(R1))], ALONG THE NORTH SECTION LINE OF SAID SECTION 15 FOR 80.60 FEET [RECORD: 80.58 FEET(R1)] TO THE EAST RIGHT OF WAY LINE OF TURQUOISE DRIVE AS SHOWN ON RESULTS OF SURVEY MAP RECORDED IN BOOK 4, PAGE 35 (R.C.C.)(R2);

THENCE SOUTH 00 DEGREES 16 MINUTES 14 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE FOR 16.55 FEET TO A NONTANGENT POINT OF CURVATURE;

THENCE SOUTEASTERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03 DEGREES 40 MINUTES 32 SECONDS AND A RADIUS OF 657.11 FEET, FOR A DISTANCE OF 42.15 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 01 DEGREES 12 MINUTES 50 SECONDS EAST FOR 42.15 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN DOCKET 1349, PAGE 240 (R.C.C.)(R.3) AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 43 DEGREES 22 MINUTES 31 SECONDS EAST ALONG THE SOUTHERLY

PARCEL LINE OF SAID PARCEL (R3) FOR 34.73 FEET [RECORD: 34.44 FEET (R3)] TO A POINT;

THENCE NORTH 89 DEGREES 50 MINUTES 12 SECONDS EAST ALONG SAID SOUTHERLY PARCEL LINE FOR 30.01 FEET [M & R3] TO A POINT;

THENCE SOUTH 72 DEGREES 55 MINUTES 14 SECONDS EAST ALONG SAID SOUTHERLY PARCEL LINE FOR 48.91 FEET [M & R3] TO A POINT;

THENCE NORTH 85 DEGREES 09 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY PARCEL LINE FOR 67.44 FEET [M & R3] TO A POINT,

THENCE SOUTH 84 DEGREES 27 MINUTES 10 SECONDS EAST [M & R3] ALONG SAID SOUTHERLY PARCEL LINE FOR 73.58 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 18 MINUTES 32 SECONDS WEST FOR 224.82 FEET TO A POINT;

THENCE SOUTH 08 DEGREES 00 MINUTES 15 SECONDS EAST FOR 147.17 FEET TO A POINT;

THENCE SOUTH 81 DEGREES 39 MINUTES 15 SECONDS WEST FOR 63.67 FEET TO A NONTANGENT POINT ON CURVE, SAID POINT BEING THE EASTERLY RIGHT OF WAY LINE OF SAID (R2);

THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06 DEGREES 6 MINUTES 29 SECONDS AND A RADIUS OF 892.28 FEET FOR A DISTANCE OF 97.72 FEET, THE CHORD OF SAID CURVE BEARS NORTH 25 DEGREES 27 MINUTES 37 SECONDS WEST FOR 97.67 FEET TO A POINT OF REVERSE CURVE;

THENCE CONTINUE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24 DEGREES 32 MINUTES 45 SECONDS AND A RADIUS OF 657.11 FEET, FOR A DISTANCE OF 279.36 FEET, THE CHORD OF SAID CURVE BEARS NORTH 16 DEGREES 19 MINUTES 29 SECONDS WEST FOR 279.36 FEET, TO THE TRUE **POINT OF BEGINNING**.

PARCEL 4:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

FOR REFERENCE, BEGIN AT THE EAST QUARTER CORNER OF SAID SECTION 15, A BLM BRASS CAP;

THENCE NORTH, 00 DEGREES O8 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 550.96 FEET TO A ½ INCH PIPE;

THENCE SOUTH 89 DEGREES 40 MINUTES 31 SECONDS WEST, A DISTANCE OF 49.94 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 41 SECONDS WEST, A DISTANCE OF 128.44 FEET;

THENCE NORTH 80 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 56.20 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 107.02 FEET TO THE TRUE **POINT OF BEGINNING**;

THENCE SOUTH 02 DEGREES 02 MINUTES 55 SECONDS EAST, A DISTANCE OF 529.73 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 20 SECONDS WEST, A DISTANCE OF 97.85 FEET;

THENCE SOUTH 00 DEGREES 52 MINUTES 01 SECONDS EAST, A DISTANCE OF 87.27 FEET TO THE BEGINNNG OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 31 MINUTES 07 SECONDS;

THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.60 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 06 SECONDS WEST, A DISTANCE OF 96.00 FEET TO THE BEGINNING OFA CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 29 MINUTES 09 SECONDS;

THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.24 FEET;

THENCE NORTH 00 DEGREES 51 MINUTES 45 SECONDS WEST, A DISTANCE OF 87.85 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 20 SECONDS WEST, A DISTANCE OF 7.00 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 28 SECONDS WEST, A DISTANCE OF 68.13 FEET;

THENCE NORTH 75 DEGREES 59 MINUTES 46 SECONDS WEST, A DISTANCE OF 57.74 FEET;

THENCE NORTH 78 DEGREES 14 MINUTES 56 SECONDS WEST, A DISTANCE OF 99.31 FEET;

T'HENCE NORTH 00 DEGREES 08 MINUTES 15 SECONDS EAST, A DISTANCE OF 587.55 FEET;

THENCE SOUTH 75 DEGREES 28 MINUTES 17 SECONDS EAST, A DISTANCE OF 373.65 FEET TO THE **POINT OF BEGINNING.**

PARCEL 5:

A PORTION OF THE EAST HALF OF SECTION 15, TOWNSHIP 21 NORTH RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

TRACTS 8, 9 AND 10, SWITZER MESA UNIT TWO, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 344-344D, RECORDS OF COCONINO COUNTY, ARIZONA; AND

LOTS 48-58, INCLUSIVE, SWITZER MESA UNIT TWO, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 344-344D, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL 6:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

FOR REFERENCE, BEGIN AT THE NORTH 1/16TH CORNER OF SAID SECTION 15, A BLM BRASS CAP;

THENCE NORTH 88 DEGREES 19 MINUTES 36 SECONDS WEST, A DISTANCE OF 1005.26 FEET TO THE TRUE **POINT OF BEGINNING;**

THENCE SOUTH 00 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 326.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 637.50 FEET AND A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 44 SECONDS;

THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 170.0 FEET;

THENCE SOUTH 15 DEGREES 28 MINUTES 47 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE BEGINNING OFA CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 562.50 FEET AND A CENTRAL ANGLE OF 15 DEGREES 16 MINUTES 44 SECONDS;

THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 48, SWITZER MESA UNIT TWO, AS SHOWN ON THE PLAT RECORDED IN CASE 2, MAPS 344-344D, RECORDS OF COCONINO COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 45 MINUTES 13 SECONDS EAST, A DISTANCE OF 110.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 48;

THENCE SOUTH 00 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 795.32 FEET TO THE SOUTHEAST CORNER OF LOT 58 OF SAID SWITZER MESA UNIT TWO;

THENCE NORTH 77 DEGREES 44 MINUTES 39 SECONDS WEST, A DISTANCE OF 111.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 58;

THENCE NORTH 00 DEGREES 27 MINUTES 54 SECONDS EAST, A DISTANCE OF 56.65 FEET;

THENCE NORTH 78 DEGREES 57 MINUTES 51 SECONDS WEST, A DISTANCE OF 155.10 FEET TO THE SOUTHWEST CORNER OF TRACT 8 OF SAID SWITZER MESA UNIT TWO;

THENCE NORTH 13 DEGREES 32 MINUTES 21 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT 8, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 8;

THENCE NORTH 07 DEGREES 35 MINUTES 08 SECONDS WEST, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF TRACT 9 OF SAID SWITZER MESA UNIT TWO;

THENCE NORTH 33 DEGREES 34 MINUTES 58 SECONDS WEST, A DISTANCE OF 260.00 FEET TO THE NORTHWEST CORNER OF TRACT 10 OF SAID SWITZER MESA UNIT TWO;

THENCE NORTH 25 DEGREES 17 MINUTES 40 SECONDS WEST, A DISTANCE OF 939.94 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15;

THENCE SOUTH 88 DEGREES 19 MINUTES 36 SECONDS EAST, ALONG SAID NORTH LINE A DISTANCE OF 844.34 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE LINES OF SWITZER MESA UNIT TWO, AS SHOWN ON THE PLAT THEREOF RECORDED IN CASE 2, MAPS 344-344D, RECORDS OF COCONINO COUNTY, ARIZONA.

PARCEL 7:

THAT PORTION OF SECTIONS 10, 11 AND 14, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 10 THAT LIES SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST (BASIS OF BEARINGS, DOCKET 1349, PAGE 239, COCONINO COUNTY RECORDERS OFFICE) A DISTANCE OF 439.62 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 31 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 84.56 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CEDAR AVENUE AS DESCRIBED IN DOCKET 1437, PAGE 163, AND THE BEGINNING OF A NONTANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS NORTH 26 DEGREES 57 MINUTES 58 SECONDS WEST, BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 985.00 FEET AND A CENTRAL ANGLE OF 63 DEGREES 21 MINUTES 12 SECONDS;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 1089.14 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 138.12 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 22.50 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, A DISTANCE OF 170.00 FEET TO THE BEGINNING OFA CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 471.24 FEET;

THENCE SOUTH 00 DEGREES 19 MINUTES 10 SECONDS EAST, A DISTANCE OF 696.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 56 DEGREES 26 MINUTES 16 SECONDS;

THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 738.77 FEET;

THENCE SOUTH 31 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 270.27 FEET;

THENCE SOUTH 58 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 350.00 FEET, MORE OF LESS, TO A POINT THAT LIES SOUTH 31 DEGREES 22 MINUTES 18 SECONDS EAST FROM THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 58 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 31 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 108.48 FEET, MORE OF LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 22 MINUTES 18 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 14 TO THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 439.62 FEET TO THE POINT OF **BEGINNING**;

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN DOCKET 1499, PAGE 636, AND AMENDED AND CORRECTED IN DOCKET 1502, PAGE 483.

PARCEL 8:

THAT PORTION OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST (BASIS OF BEARINGS DOCKET 1349,

PAGE 239, RECORDS OF COCONINO COUNTY RECORDERS OFFICE) ALONG THE NORTH LINE OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, A DISTANCE OF 439.62 FEET;

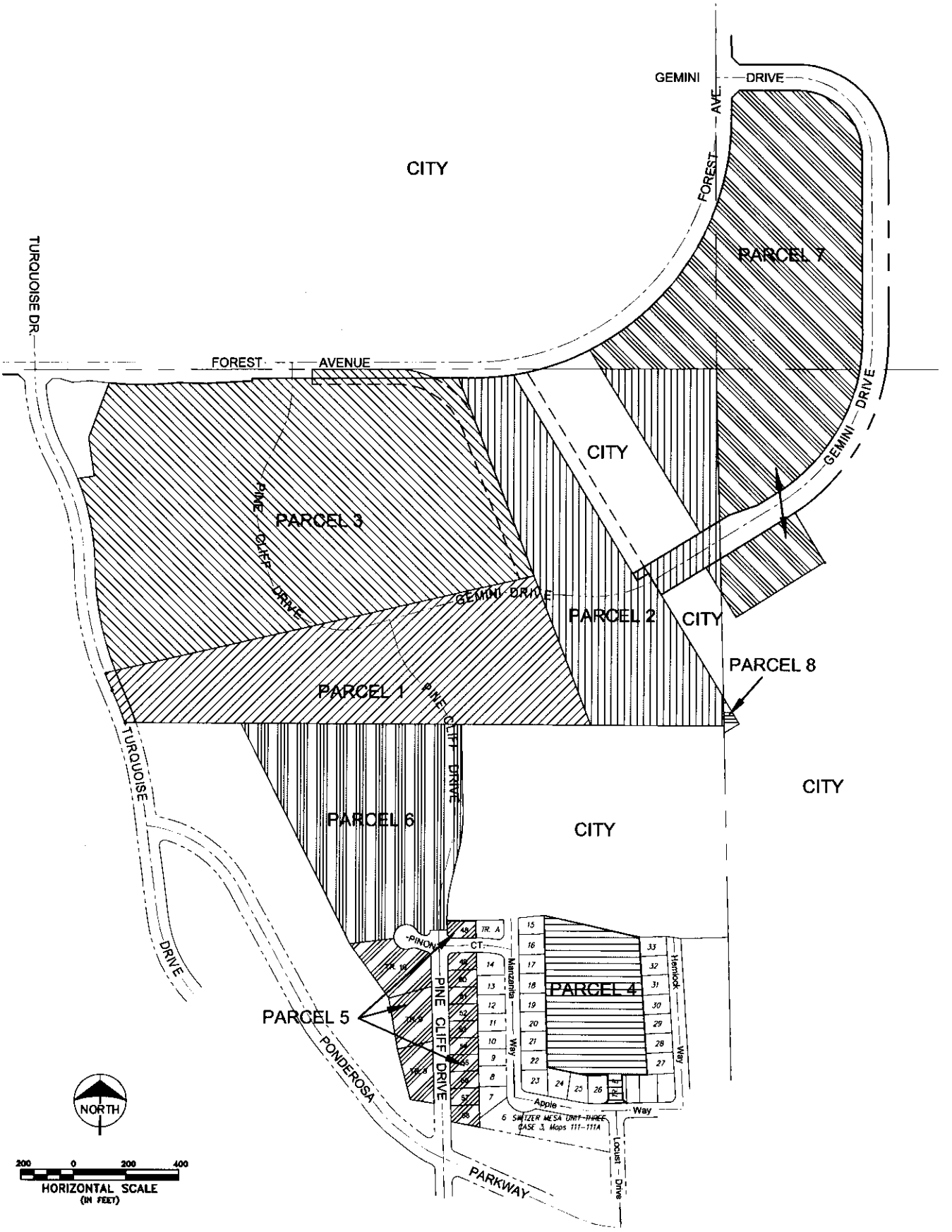
THENCE CONTINUING SOUTH 89 DEGREES 50 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 292.30 FEET;

THENCE SOUTH 31 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 1463.51 FEET, MORE OF LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 14, BEING THE TRUE **POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 31 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 116.91 FEET;

THENCE SOUTH 58 DEGREES 37 MINUTES 42 SECONDS WEST, A DISTANCE OF 67.50 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 22 MINUTES 18 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 135.00 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING.**



This exhibit illustrates the eight (8) parcels comprising the McMillan Mesa Village property that is subject to the Development Agreeement between the City of Flagstaff and Cavan Opportunity Fund, LLC.

McMillan Mesa Village

Property Subject to Developent Agreement

CAVAN Opportunity Fund, L.L.C.

DAC Consulting, Inc. February 16, 2007 File: _MMV-070216.dwg

EXHIBIT A-1

McMillan Mesa

Located within Sections 10, 11, 14 & 15,
T.21N, R.7E, G&SRB&M

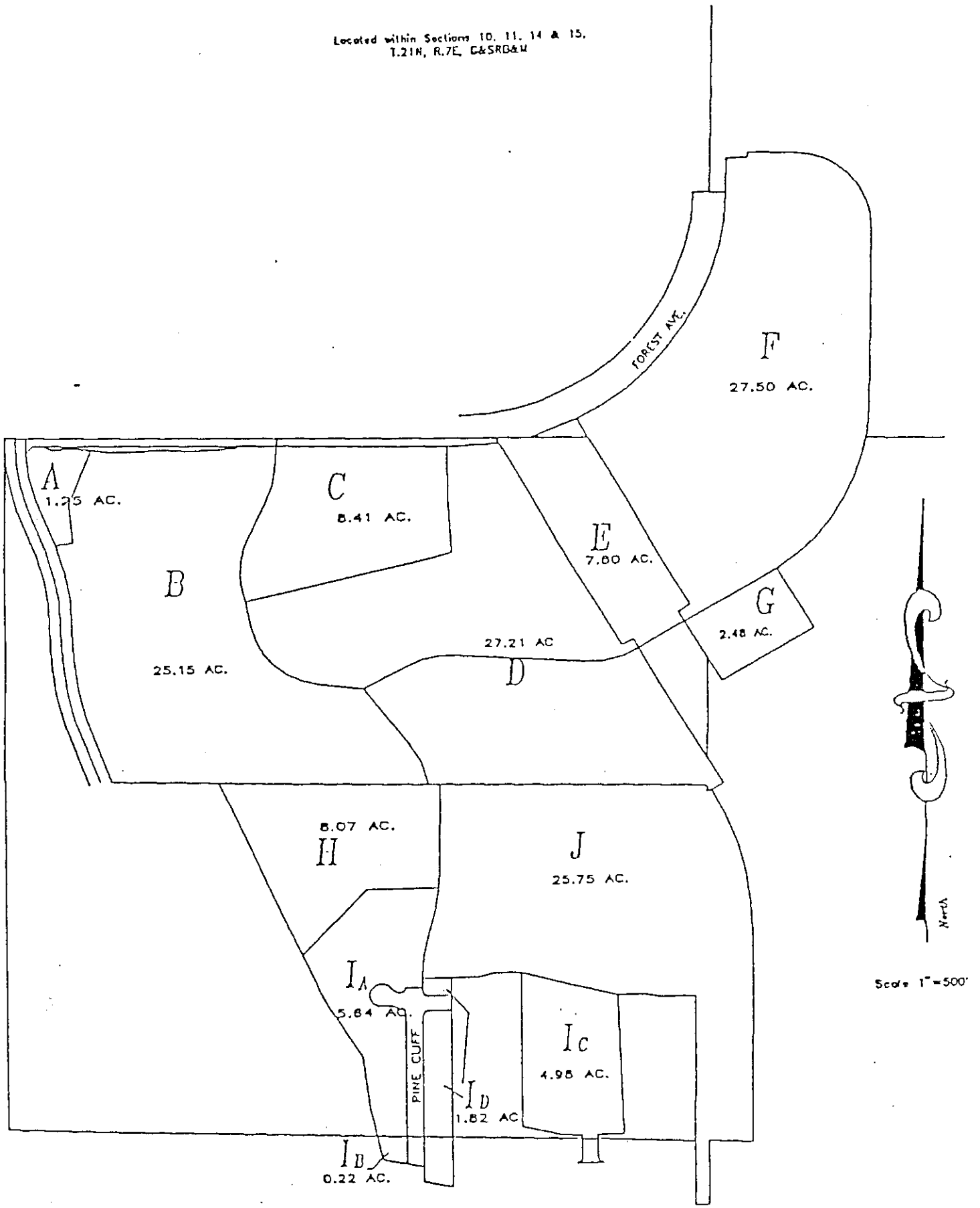


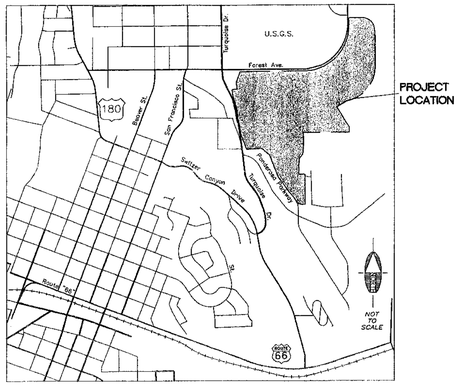
EXHIBIT B

dac_RscrceExhbit.dwg
Jul 23, 07

CITY OF FLAGSTAFF

McMillan Mesa Village
Natural Resource Protection Plan
COVER PAGE

LOCATED WITHIN THE NE ¼ OF SECTION 15,
THE NW ¼ OF SECTION 14, THE SE ¼ OF SECTION 10,
AND THE SW ¼ OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 7 EAST GILA
AND SALT RIVER BASE AND MERIDIAN
FLAGSTAFF, ARIZONA, COCONINO COUNTY



VICINITY MAP

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1	Cover Page	
2	Analysis Sheet	Tabulation of Existing and Protected Resources
3	Exhibit 1	Aerial Photography - North 1/2 of Site
4	Exhibit 2	Aerial Photography - South 1/2 of Site
5	Calculations	RS01 Tree Resource Calculation*
6	Calculations	RS02 Tree Resource Calculation*
7	Calculations	RS03 Tree Resource Calculation*
8	Calculations	RS04 Tree Resource Calculation*
9	Calculations	RS05 Tree Resource Calculation*
10	Calculations	RS06 Tree Resource Calculation*

* Calculations of Tree Resources were perfromed by Shephard-Wesnitzer, Inc. using a combination of datat obtained by field survey and by measurements from aerial photography by autocad methodology. These sheets illustrate the nature of that methodology.

The purpose of this set of plans is to document that the subject project is in compliance with the intent of the City of Flagstaff's Land Development Code with respect to requirements for Natural Resource Protection. The exhibits presented on the following sheets represent the methodology and the results of calculations to determine the slope area resources as well as the tree resources within the subject property. The tabular data shown on sheet 2 reflects a summary of these resources as computed from a combination of actual field surveys (limited to the infrastrucure areas and selected slope protection areas as shown in the exhibits) and aerial mapping surveys performed by Shephard-Wesntizer from photography obtained in May, 2006.

OWNER/DEVELOPER:
Cavan Opportunity Fund, L.L.C.
15333 North Pima Road, Suite 305
Scottsdale, Arizona 85260
(480) 627-7000

SURVEYOR:
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(602) 828-2246

REVISION	DATE	BY
1. Replot	6/18/07	DAC
2. Revised per City Comments	07/23/07	DAC

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain6@cox.net
Phone: (602) 828-2246 Fax: (480) 659-0689

JOB NUMBER: COF-06261SW1
DESIGN BY: D.A.C.
DRAWN BY: D.A.C.
CHECKED: D.A.C.
PLAN DATE: MAY 4, 2007

NATURAL RESOURCE PROTECTION PLAN
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 1
OF 10 SHEETS

dac_RecreatExhibit.dwg
Jul 23, 07

McMillan Mesa Village
Natural Resource Protection Analysis

Ownership Legend: CAVAN | CITY

25% Slope	Total	Parcel B	Parcel C	Parcel D1	Parcel Da	Parcel D2	Parcel D3	Parcel Db	Parcel D4	Parcel E	Parcel F	Parcel G	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	ROW
Existing >25% Slope	97,306	97,306	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preservation rate	-	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Additional Preservation Rate Credit	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Final preservation rate	-	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%
Required 25% Slope	77,845	77,845	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disturbed 25% Slope	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preserved 25% Slope	97,306	97,306	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25% Slope Surplus	**19,461**	19,461	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

17-24.99% Slope	Total	Parcel B	Parcel C	Parcel D1	Parcel Da	Parcel D2	Parcel D3	Parcel Db	Parcel D4	Parcel E	Parcel F	Parcel G	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	ROW
Existing 17-24.99% Slope	219,267	196,889	0	0	19,748	0	0	0	0	0	0	0	687	1,943	0	0	0	
Preservation rate	-	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Additional Preservation Rate Credit	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Final preservation rate	-	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%
Required 17-24.99% Slope	153,487	137,822	0	0	13,824	0	0	0	0	0	0	0	481	1,360	0	0	0	0
Disturbed 17-24% Slope	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Preserved 17-24.99% Slope	219,267	196,889	0	0	19,748	0	0	0	0	0	0	0	687	1,943	0	0	0	0
17-24.99% Slope Surplus	**65,780**	59,067	0	0	5,924	0	0	0	0	0	0	0	206	583	0	0	0	0

Forest	Total	Parcel B	Parcel C	Parcel D1	Parcel Da	Parcel D2	Parcel D3	Parcel Db	Parcel D4	Parcel E	Parcel F	Parcel G	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	ROW
Existing Tree Canopy (Estimate)	**239,232**	62,473	8,210	4,183	34,514	7,306	5,593	4,498	4,470	9,982	19,678	2,221	29,365	17,000	4,739	9,115	1,636	14,249
Preservation rate	-	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Additional Preservation Rate Credit	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Final preservation rate	-	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Required Tree Canopy	119,616	31,237	4,105	2,092	17,257	3,653	2,797	2,249	2,235	4,991	9,839	1,111	14,683	8,500	2,370	4,558	818	7,125
Preserved Tree Canopy (Estimate)	**67,632**	3,201	1,081	0	33,646	1,414	0	4,301	318	1,048	1,969	2,221	3,372	4,367	611	9,115	0	968
Flexible Measure Tree Canopy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Useable Flexible Measure Tree Canopy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Effective Preserved Tree Canopy	67,632	3,201	1,081	0	33,646	1,414	0	4,301	318	1,048	1,969	2,221	3,372	4,367	611	9,115	0	968
Tree Canopy Deficit/Surplus	**(51,984)**	(28,036)	(3,024)	(2,092)	16,389	(2,239)	(2,797)	2,052	(1,917)	(3,943)	(7,870)	1,111	(11,311)	(4,133)	(1,759)	4,558	(818)	(6,157)

Total Surplus	Total	Parcel B	Parcel C	Parcel D1	Parcel Da	Parcel D2	Parcel D3	Parcel Db	Parcel D4	Parcel E	Parcel F	Parcel G	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	ROW
25% Slope Surplus	19,461	19,461	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17-24.99% Slope Surplus	65,780	59,067	0	0	5,924	0	0	0	0	0	0	0	206	583	0	0	0	0
Tree Canopy Deficit/Surplus	(51,984)	(28,036)	(3,024)	(2,092)	16,389	(2,239)	(2,797)	2,052	(1,917)	(3,943)	(7,870)	1,111	(11,311)	(4,133)	(1,759)	4,558	(818)	(6,157)
Total Surplus or Deficit	**33,257**	**50,492**	**(3,024)**	**(2,092)**	**22,313**	**(2,239)**	**(2,797)**	**2,052**	**(1,917)**	**(3,943)**	**(7,870)**	**1,111**	**(11,104)**	**(3,550)**	**(1,759)**	**4,558**	**(818)**	**(6,157)**

Summary by Ownership	Total	Parcel B	Parcel C	Parcel D1	Parcel Da	Parcel D2	Parcel D3	Parcel Db	Parcel D4	Parcel E	Parcel F	Parcel G	Parcel H	Parcel Ia	Parcel Ib	Parcel Ic	Parcel Id	ROW
Cavan Only	**13,938**	**50,492**	**(3,024)**	**(2,092)**	**0**	**(2,239)**	**(2,797)**	**0**	**(1,917)**	**(3,943)**	**(7,870)**	**0**	**(11,104)**	**(3,550)**	**(1,759)**	**4,558**	**(818)**	**0**
City Only	**19,319**	**0**	**0**	**0**	**22,313**	**0**	**0**	**2,052**	**0**	**0**	**0**	**1,111**	**0**	**0**	**0**	**0**	**0**	**(6,157)**

Project Total Resource Surplus	**33,257**	**50,492**	**(3,024)**	**(2,092)**	**22,313**	**(2,239)**	**(2,797)**	**2,052**	**(1,917)**	**(3,943)**	**(7,870)**	**1,111**	**(11,104)**	**(3,550)**	**(1,759)**	**4,558**	**(818)**	**(6,157)**

Notes:
1. All areas in square feet.
2. Applied Compatible Preservation Rates to All Parcels addressed in Specific Plan per City LDC, regardless of Ownership.
3. Forest Resource Estimates taken from analysis of aerial photography for preliminary evaluation purposes
4. Preserved Tree Canopy Estimate is net of all Slope Preservation Areas (see Parcels B and DA)
5. Parcel B: Existing Tree Canopy Estimate in non-slope areas only. Preserved Canopy: Estimated in non-slope, no-build area and green belts only; Assume 0% within buildable area.
6. Parcels C, D1, D2, D3, D4, E, F, H, Ia, Ib and Id: Assume 0% tree preservation
7. Parcels Da, Db and G (Future COF parcels per exchange): Assume 100% tree preservation on each parcel.
8. Parcels D2 and D3 trees exclude portions of Parcel E: Parcel E includes both north and south of Gemini Drive.
9. Parcel Ic (Cavan Open Space): Assume 100% tree preservation

Cell Color Legend
- Manual Input Cell
- Calculated Input Cell
- Estimated Input Cell
- Code Factor Input Cell
- Calculation Cell

REVISION	DATE	BY
1. Replot	6/18/07	DAC
2. Revised per City Comments	07/23/07	DAC

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain@cox.net
Phone: (602) 828-2246 Fax: (480) 659-0689

JOB NUMBER: COF-06261SW1
DESIGN BY: D.A.C.
DRAWN BY: D.A.C.
CHECKED: D.A.C.
PLAN DATE: MAY 4, 2007

NATURAL RESOURCE PROTECTION - ANALYSIS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 2 OF 10 SHEETS

dac_RscrceExhibit.dwg
Jul. 23, 07

LEGEND

- 17–24.9% SLOPE
- 25% AND GREATER SLOPE
- DISTURBED SLOPE AREA – 17–24.9% SLOPE (NONE PRESENTED HEREON)
- DISTURBED SLOPE AREA – 25% AND GREATER (NONE PRESENTED HEREON)
- REGIONAL DETENTION – FUTURE
- GREENBELT CORRIDOR (EXCEPT PARCELS Da AND Db)
- SURVEYED TREE – PROTECTED
- SURVEYED TREE – NOT PROTECTED
- AERIAL TREE – PROTECTED
- AERIAL TREE – NOT PROTECTED

NOTES:

1) FOR THE PURPOSE OF THIS ANALYSIS OF THE PROJECT'S COMPLIANCE WITH CITY'S NATURAL RESOURCE PROTECTION REQUIREMENTS, ONLY THOSE TREES IDENTIFIED AS "PROTECTED" HAVE BEEN COUNTED AS "PRESERVED TREE CANOPY" IN THE ATTACHED TABLE. "McMILLAN MESA VILLAGE – NATURAL RESOURCE PROTECTION ANALYSIS".

2) THE TREES INDICATED "NOT PROTECTED" ARE NOT CONSIDERED AS BEING PRESERVED FOR THIS ANALYSIS, BUT WILL BE PRESERVED IN PLACE TO THE EXTENT FEASIBLE BASED ON THE FINAL SITE PLANS FOR FUTURE DEVELOPMENT OF EACH PARCEL.

3) TREES IDENTIFIED AS "SURVEYED TREE" WERE MEASURED BY FIELD SURVEY PERFORMED BY SHEPHARD–WESNITZER, INC. "AERIAL TREE" ESTIMATES WERE DETERMINED BASED ON AERIAL PHOTOGRAPHY.

NORTH

100' 0 100' 200'

HORIZONTAL SCALE AS SHOWN

GEMINI DRIVE

FOREST AVENUE

GEMINI DRIVE

PARCEL "F"

FOREST AVENUE

FUTS Trail

28,897 SF

19,748 SF

PARCEL "C"

PARCEL "E"

PARCEL "Da"

PARCEL "D1"

PARCEL "D2"

PARCEL "G"

PARCEL "B"

FUTS Trail

PINE CLIFF DRIVE

TURQUOISE

167,992 SF

78,586 SF

GEMINI DRIVE

PARCEL "E"

PARCEL "D4"

PARCEL "D3"

REVISION	DATE	BY
1. Replot	6/18/07	DAC
2. Revised per City Comments	07/23/07	DAC
3. Updated Infrastructure Plan	08/22/07	DAC

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain6@cox.net
Phone: (602) 823-2246 Fax: (480) 659-0669

JOB NUMBER: COF-06261SWI
DESIGN BY: D.A.C.
DRAWN BY: D.A.C.
CHECKED: D.A.C.
PLAN DATE: MAY 4, 2007

DENNIS A. CAIN — 18248 — REGISTERED LANDSCAPE ARCHITECT — STATE OF ARIZONA

NATURAL RESOURCE PROTECTION – EXHIBIT 1

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 3 OF 10 SHEETS

dac_PlacrceExhibit.dwg
Jul. 23, 07

720 SF

50.00'

FUTS Trail

GREENBELT

PARCEL "H"

PARCEL "Db"

FUTS Trail

TURQUOISE DRIVE

PINE CLIFF DRIVE

687 SF

943 SF

FUTS Trail

PARCEL "Ia"

50.00'

GREENBELT

PINON COURT

PONDEROSA PARKWAY

PINE CLIFF DRIVE

PARCEL "Id"

M MANZANITA WAY

PARCEL "Ic"

N HEMLOCK WAY

E APPLE WAY

PARCEL "Ib"

LEGEND

- 17–24.9% SLOPE
- 25% AND GREATER SLOPE
- DISTURBED SLOPE AREA – 17–24.9% SLOPE (NONE PRESENTED HEREON)
- DISTURBED SLOPE AREA – 25% AND GREATER (NONE PRESENTED HEREON)
- REGIONAL DETENTION – FUTURE
- GREENBELT CORRIDOR (EXCEPT PARCELS Da AND Db)
- SURVEYED TREE – PROTECTED
- SURVEYED TREE – NOT PROTECTED
- AERIAL TREE – PROTECTED
- AERIAL TREE – NOT PROTECTED

NOTES:

1) FOR THE PURPOSE OF THIS ANALYSIS OF THE PROJECT'S COMPLIANCE WITH CITY'S NATURAL RESOURCE PROTECTION REQUIREMENTS, ONLY THOSE TREES IDENTIFIED AS "PROTECTED" HAVE BEEN COUNTED AS "PRESERVED TREE CANOPY" IN THE ATTACHED TABLE. "McMILLAN MESA VILLAGE – NATURAL RESOURCE PROTECTION ANALYSIS".

2) THE TREES INDICATED "NOT PROTECTED" ARE NOT CONSIDERED AS BEING PRESERVED FOR THIS ANALYSIS, BUT WILL BE PRESERVED IN PLACE TO THE EXTENT FEASIBLE BASED ON THE FINAL SITE PLANS FOR FUTURE DEVELOPMENT OF EACH PARCEL.

3) TREES IDENTIFIED AS "SURVEYED TREE" WERE MEASURED BY FIELD SURVEY PERFORMED BY SHEPHARD–WESNITZER, INC. "AERIAL TREE" ESTIMATES WERE DETERMINED BASED ON AERIAL PHOTOGRAPHY.

NORTH

100' 0 100' 200'

HORIZONTAL SCALE AS SHOWN

REVISION	DATE	BY
1. Replot	6/18/07	DAC
2. Revised per City Comments	07/23/07	DAC
3. Updated Infrastructure Plan	08/22/07	DAC

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain6@cox.net
Phone: (602) 828-2246 Fax: (480) 659-0689

JOB NUMBER: COF-06261SWI
DESIGN BY: D.A.C.
DRAWN BY: D.A.C.
CHECKED: D.A.C.
PLAN DATE: MAY 4, 2007

DESIGN A. CAIN 12345 REGISTERED PROFESSIONAL ENGINEER

NATURAL RESOURCE PROTECTION – EXHIBIT 2

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

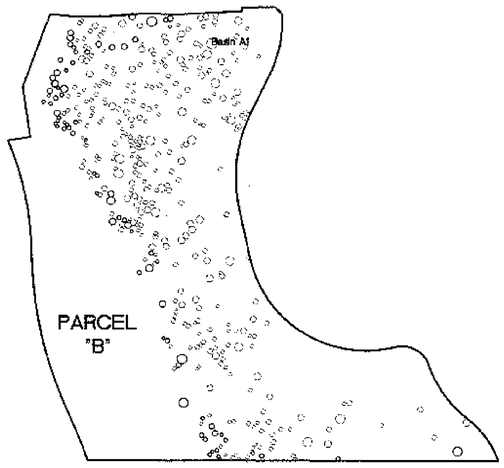
SHEET 4 OF 10 SHEETS

dac_RecreeExhibit.dwg
Jul 23, 07

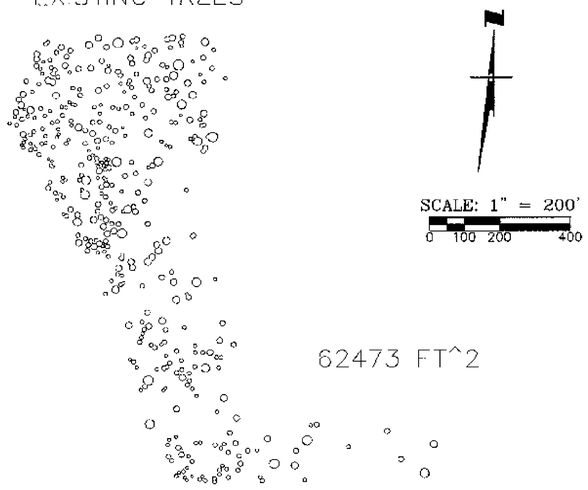
PLOTTED: Jul 23, 2007 - 2:36pm

PARCEL B SAVED TREES

3201 FT^2



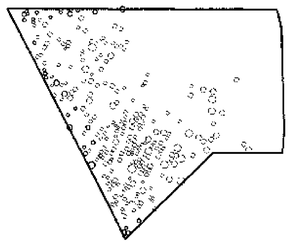
PARCEL B
EXISTING TREES



PARCEL B
EXISTING TREES

PARCEL H SAVED TREES

3372 FT^2



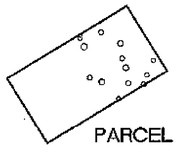
PARCEL H
EXISTING TREES

PARCEL H EXISTING TREES

29365 FT^2

PARCEL G
SAVED TREES

2221 FT^2



PARCEL G
EXISTING TREES

PARCEL G EXISTING TREES

2221 FT^2

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

110 West Dale Ave
Flagstaff, AZ 86001
928.774.0354
928.774.8934 fax
Shephard Wesnitzer, Inc.
www.swaz.com

JOB NO. 06261
DATE: JULY 2007
SCALE: 1"=200'
DRAWN: GEZ
DESIGN:
CHECKED:

McMILLAN MESA VILLAGE
FLAGSTAFF ARIZONA

TREE RESOURCE CALCULATION
BACKUP DATA

NO.	DESCRIPTION	DATE	BY
1	Replot	6/18/07	DAC
2	Revised per City Comments	07/23/07	DAC

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE IT

DRAWING NO.
RS01
SHT NO. 1 OF 6

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain@cox.net
Phone: (602) 828-2246 Fax: (480) 659-0689

JOB NUMBER: COF-06261SWI
DESIGN BY: D.A.C.
DRAWN BY: D.A.C.
CHECKED: D.A.C.
PLAN DATE: JULY 22, 2007

NATURAL RESOURCE PROTECTION - CALCULATIONS
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 5
OF 10 SHEETS

F:\E\ P:\JOBS\2006\06261\Correspondence\dac_RecreeExhibit.dwg Eagle_Plans_38

dac_RscrceExhibit.dwg
Jul 23, 07

PLOTTED: Jul 25, 2007 - 2:37pm

PARCEL Ib SAVED TREES

611 FT^2

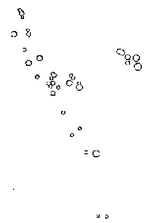
PARCEL Ib EXISTING TREES

PARCEL Ib EXISTING TREES

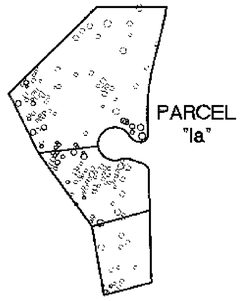
4739 FT^2

PARCEL Ia SAVED TREES

4367 FT^2



PARCEL Ia EXISTING TREES



PARCEL Ia TREES

17000 FT^2

SCALE: 1" = 200'

0 100 200 400

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

PARCEL Id EXISTING TREES

PARCEL "Id"

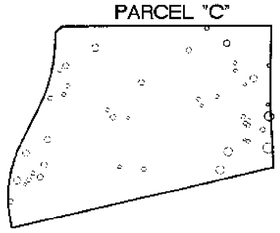
PARCEL Id EXISTING TREES

1636 FT^2

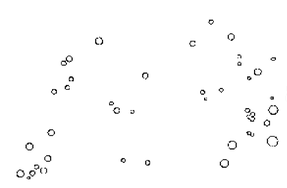
PARCEL C SAVED TREES

1081 FT^2

PARCEL C EXISTING TREES



PARCEL C EXISTING TREES



8210 FT^2

110 West Dale Ave
Flagstaff, AZ 86001
928.773.0154
928.774.8934 fax
Shephard & Wesnitzer, Inc. www.swinz.com

JOB NO: 06285
DATE: JULY 2007
SCALE: 1"=200'
DRAWN: GEZ
DESIGN:
CHECKED:

FLAGSTAFF
ARIZONA

McMILLAN MESA VILLAGE

TREE RESOURCE CALCULATION
BACKUP DATA

NO.	DESCRIPTION	DATE	BY
1	Replot	6/18/07	DAC
2	Revised per City Comments	07/23/07	DAC

CALL TWO WORKING DAYS BEFORE YOU DIG 1-600-STAKE-IT

DRAWING NO.
RS02

SHT NO. 2 OF 6

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain@cox.net
Phone: (602) 828-2246 Fax: (480) 659-0689

JOB NUMBER: COF-06261SWI
DESIGN BY: D.A.C.
DRAWN BY: D.A.C.
CHECKED: D.A.C.
PLAN DATE: JULY 22, 2007

DEBORAH A. CAIN
Date Signed 7-25-07

NATURAL RESOURCE PROTECTION - CALCULATIONS

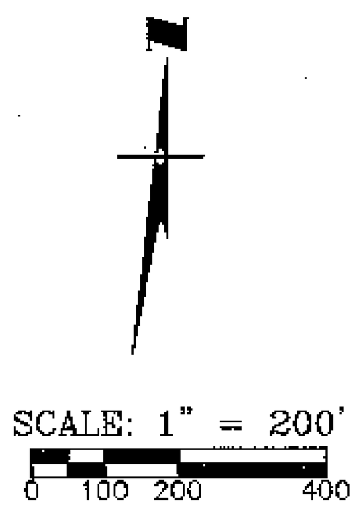
McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

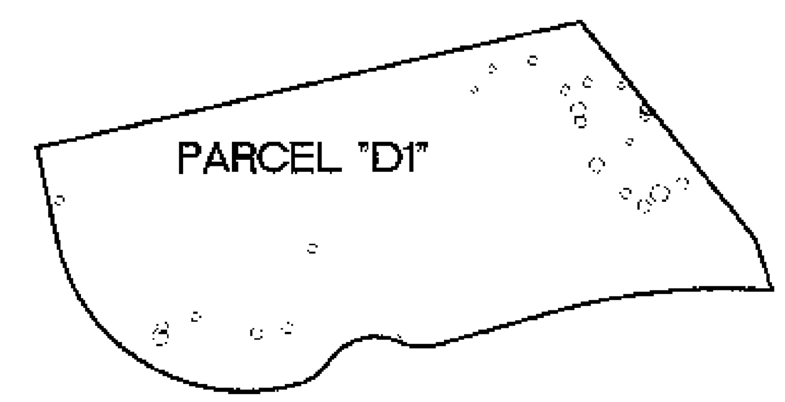
SHEET 6
OF 10 SHEETS

FILE: P:\2006\06261\DWG\ConstResources\Dac_RscrceExhibit.dwg Eagle_Print.pc6

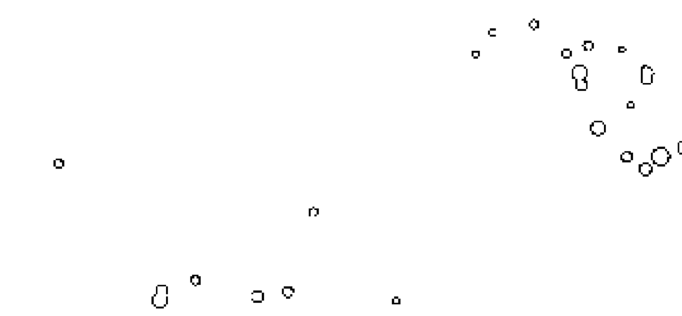
THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.



PARCEL D1 EXISTING TREES



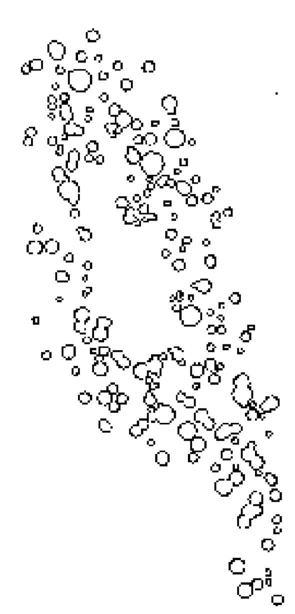
PARCEL D' EXISTING TREES



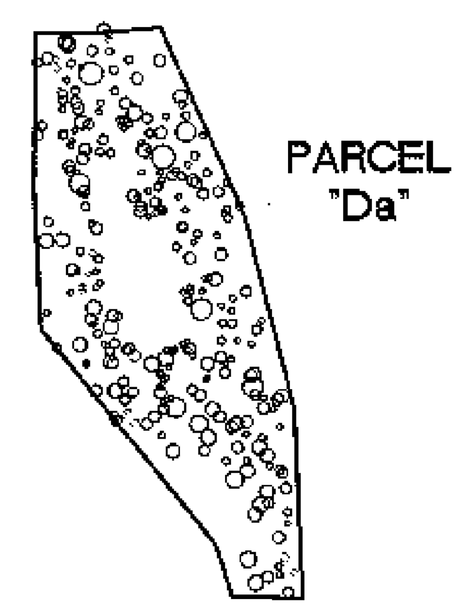
4183 FT^2

PARCEL Da SAVED TREES

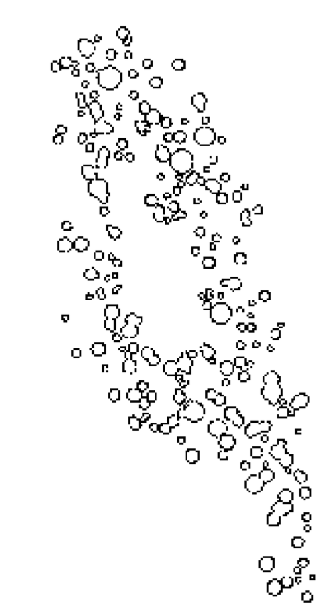
33646 FT^2



PARCEL Da EXISTING TREES



PARCEL Da EXISTING TREES

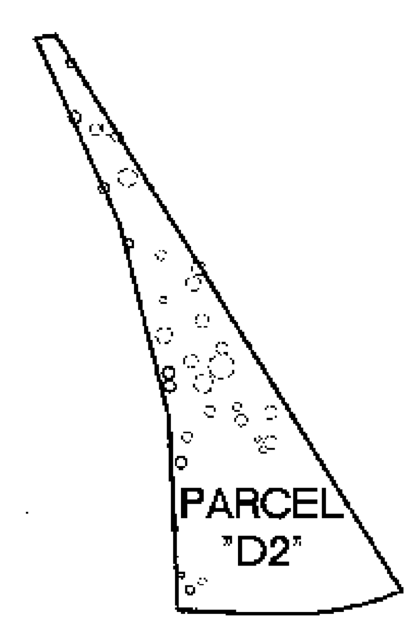


34514 FT^2

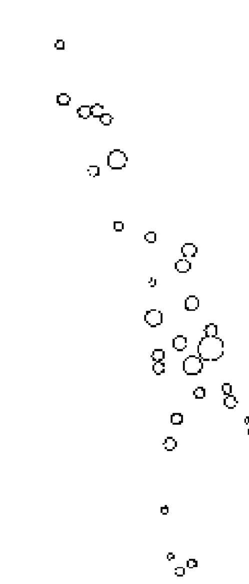
PARCEL D2 SAVED TREES

1414 FT^2

PARCEL D2 EXISTING TREES



PARCEL D2 EXISTING TREES



7306 FT^2

McMILLAN MESA VILLAGE — FLAGSTAFF ARIZONA

TREE RESOURCE CALCULATION BACKUP DATA

Shephard - Wesnitzer, Inc.
110 West Dale Ave
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

1-800-STAKE-IT

DRAWING NO. RS03
SHT NO. 3 OF 6

REVISION	DATE	BY
1. Replot	6/18/07	DAC
2. Revised per City Comments	07/23/07	DAC

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain6@cox.net
Phone: (602) 828-2246 Fax: (480) 659-0689

JOB NUMBER: COF-06261SWI
DESIGN BY: D.A.C.
DRAWN BY: D.A.C.
CHECKED: D.A.C.
PLAN DATE: JULY 22, 2007

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 7 OF 10 SHEETS

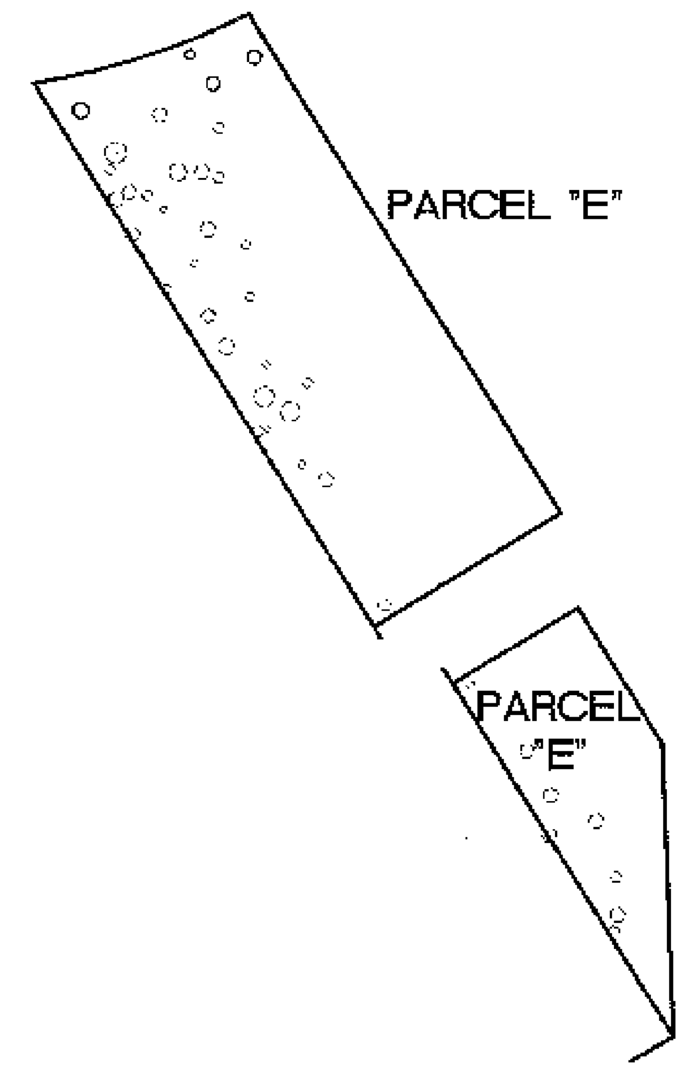
COF Project #04-6052

dac_RecreExhibit.dwg Jul 23, 07

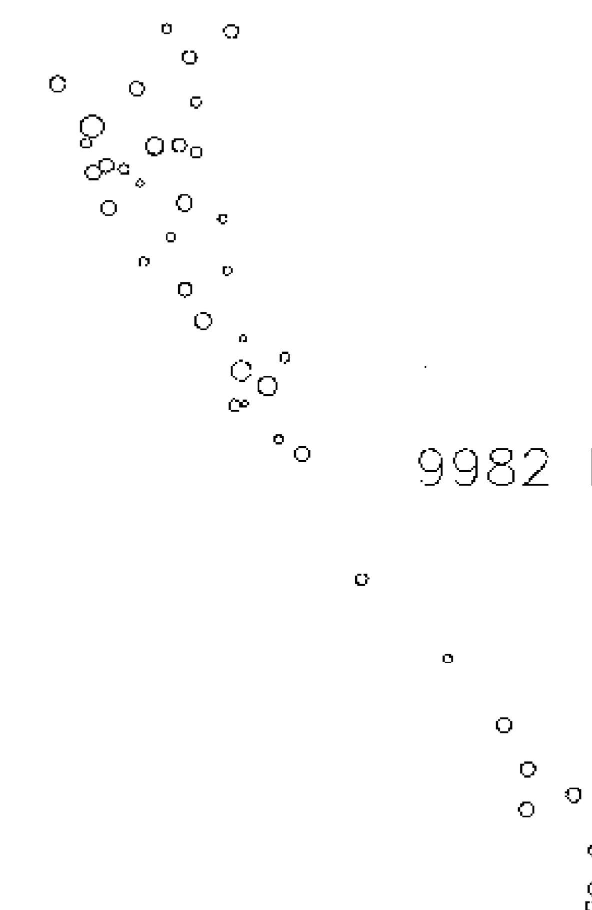
PARCEL E SAVED TREES

1048 FT^2

PARCEL E EXISTING TREES



PARCEL E EXISTING TREES



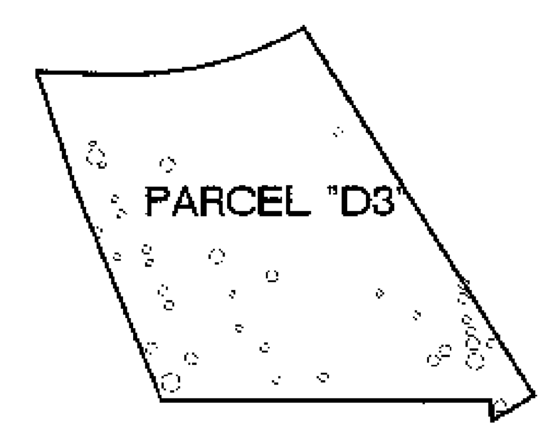
9982 FT^2

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

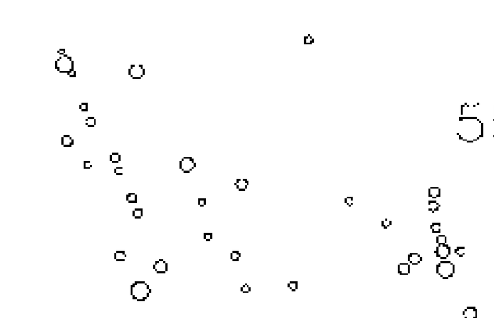
SCALE: 1" = 200'

0 100 200 400

PARCEL D3 EXISTING TREES



PARCEL D3 TREES

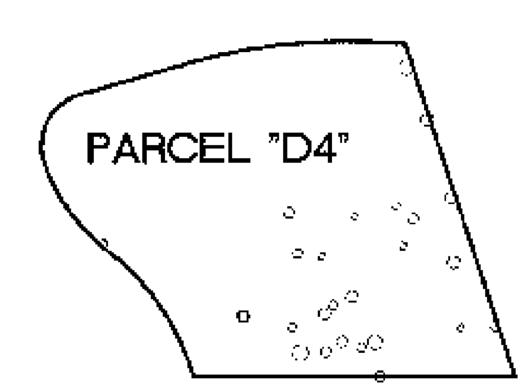


5593 FT^2

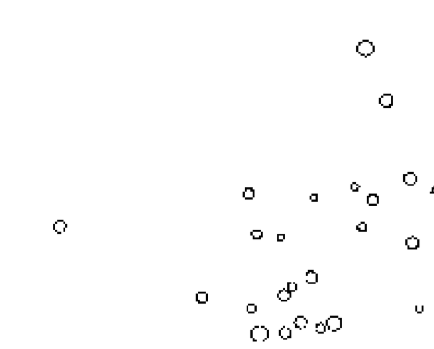
PARCEL D4 SAVED (GREENBELT)

318 FT^2

PARCEL D4 EXISTING TREES



PARCEL D4 EXISTING TREES



4470 FT^2

FLAGSTAFF ARIZONA

McMILLAN MESA VILLAGE

TREE RESOURCE CALCULATION BACKUP DATA

JOB NO. 06261
DATE: JULY 2007
SCALE: 1"=200'
DRAWN: DEZ
DESIGN:
CHECKED:

110 West Dale Ave
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard-Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY

1-800-STAKE-IT

DRAWING NO. RS04

SHT NO. 4 OF 6

REVISION	DATE	BY
1. Replot	6/18/07	DAC
2. Revised per City Comments	07/23/07	DAC

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain6@cox.net
Phone: (602) 828-2246 Fax: (480) 659-0689

JOB NUMBER: COF-06261SWI
DESIGN BY: D.A.C.
DRAWN BY: D.A.C.
CHECKED: D.A.C.
PLAN DATE: JULY 22, 2007

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 8 OF 10 SHEETS

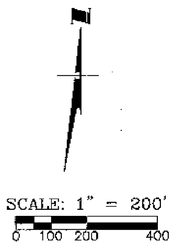
COF Project #04-6052

dac_RscrceExhibit.dwg
Jul 23, 07

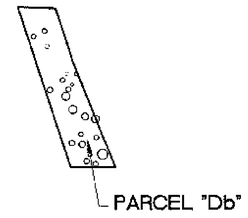
PLOTTED: Jul 23, 2007-2:22pm

PARCEL Db SAVED TREES

430' FT^2



PARCEL Db TREES



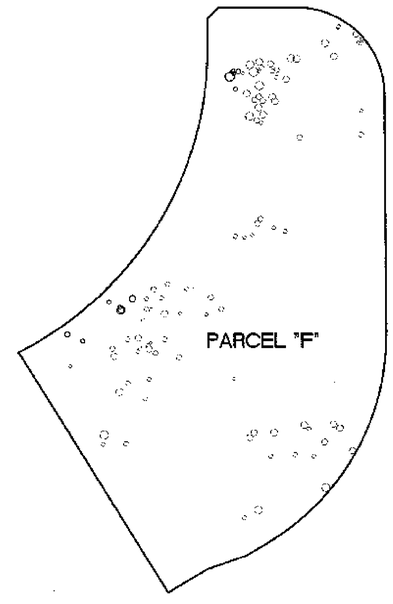
PARCEL Db EXISTING TREES

4498 FT^2

PARCEL F SAVED TREES

1969 FT^2

PARCEL F EXISTING TREES



PARCEL F EXISTING TREES

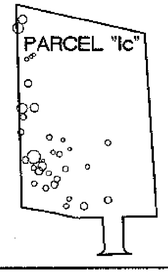
19678 FT^2

THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

PARCEL Ic SAVED TREES

9115 FT^2

PARCEL Ic EXISTING TREES



PARCEL Ic TREES

9115 FT^2

FILE: P:\2006\06261\DWG\Grounds\Resource\Arbor_Report\Exhibits\dac_RscrceExhibit.dwg Large_Point_48

CITY OF FLAGSTAFF ARIZONA

McMILLAN MESA VILLAGE

TREE RESOURCE CALCULATION BACKUP DATA

JOB NO. 0626
DATE JULY 2007
SCALE 1"=200'
DRAWN CCT
DESIGN
CHECKED

110 West Dale Ave
Flagstaff, AZ 86001
928.774.0534
928.774.8631 - fax

Shephard Wesnitzer, Inc. www.swiaz.com

SWI

NO.	DESCRIPTION	DATE	BY

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-STAKE-IT

DRAWING NO.
RS05

SHT NO. 5 OF 6

REVISION	DATE	BY
1. Replot	6/8/07	DAC
2. Revised per City Comments	07/23/07	DAC

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain6@cox.net
Phone: (602) 828-2246 Fax: (480) 650-0689

JOB NUMBER:	COF-06261SWI
DESIGN BY:	D.A.C.
DRAWN BY:	D.A.C.
CHECKED:	D.A.C.
PLAN DATE:	JULY 22, 2007

Registered Professional Engineer (Civil) CERTIFICATE NO. 32344 GUY E. ZIRAKZADEH Date Signed 7-23-07 ARIZONA U.S.A.

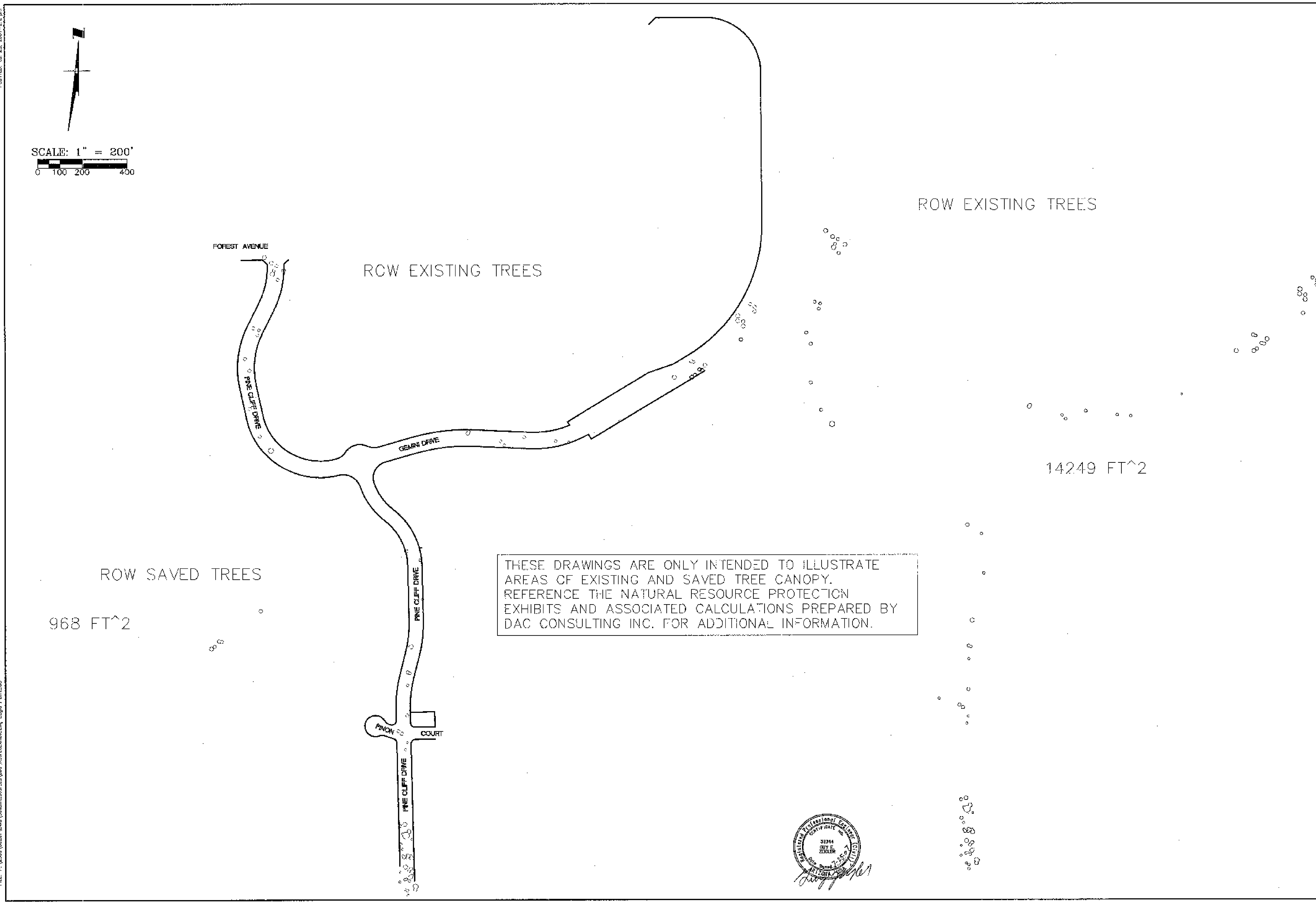
DENNIS A. CAIN Date Signed 7-23-07

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

COF Project #04-6052

SHEET 9
OF 10 SHEETS



THESE DRAWINGS ARE ONLY INTENDED TO ILLUSTRATE AREAS OF EXISTING AND SAVED TREE CANOPY. REFERENCE THE NATURAL RESOURCE PROTECTION EXHIBITS AND ASSOCIATED CALCULATIONS PREPARED BY DAC CONSULTING INC. FOR ADDITIONAL INFORMATION.

FLAGSTAFF ARIZONA

McMILLAN MESA VILLAGE

TREE RESOURCE CALCULATION BACKUP DATA

Shephard & Wesnitzer, Inc.

110 West Dale Ave
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

DRAWING NO. RS06

SHT NO. 6 OF 6

DAC Consulting, inc.
9668 East Sutton Drive
Scottsdale, AZ 85260
Email: dcain6@cox.net
Phone: (602) 828-2246 Fax: (480) 659-0689

REVISION	DATE	BY
1. Replot	6/18/07	DAC
2. Revised per City Comments	07/23/07	DAC

JOB NUMBER: COF-06261SWI
DESIGN BY: D.A.C.
DRAWN BY: D.A.C.
CHECKED: D.A.C.
PLAN DATE: JULY 22, 2007

NATURAL RESOURCE PROTECTION - CALCULATIONS

McMILLAN MESA VILLAGE
FLAGSTAFF, ARIZONA

SHEET 10 OF 10 SHEETS

COF Project #04-6052

ORDINANCE NO. 2016-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 26.17 ACRES OF REAL PROPERTY LOCATED ON MCMILLAN MESA, FROM SUBURBAN COMMERCIAL ("SC") TO MEDIUM DENSITY RESIDENTIAL ("MR") FOR 7.67 ACRES, FROM RESEARCH AND DEVELOPMENT ("RD") TO MEDIUM DENSITY RESIDENTIAL ("MR") FOR 13.66 ACRES, AND FROM RESIDENTIAL SINGLE-FAMILY ("R1") TO PUBLIC OPEN SPACE ("POS") FOR 4.84 ACRES, AND AMENDING THE MCMILLAN MESA VILLAGE SPECIFIC PLAN TO REALLOCATE 192 DWELLING UNITS FROM DEVELOPMENT AREA B TO DEVELOPMENT AREAS C, D1 AND D3; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, MMV Devco LLC (the "Applicant"), applied for a Concept Zoning Map Amendment and McMillan Mesa Village Specific Plan Amendment for approximately 26.17 acres of land located on McMillan Mesa, Coconino County, Arizona, a legal description of which is provided in Exhibits "A, B, C and I-C" attached hereto ("the Property"), in order to construct residential development in lieu of commercial and research and development uses; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and the existing Development Agreement between Applicant and the City ("Agreement"); and

WHEREAS, in furtherance of the Applicant's development plans, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from the Suburban Commercial (SC) zone to the Medium Density Residential (MR) zone for approximately 7.67 acres, from Research and Development (RD) zone to Medium Density Residential (MR) zone for approximately 13.66 acres, and from Residential Single-family (R1) zone to Public Open Space for approximately 4.84 acres, and to amend the McMillan Mesa Village Specific Plan to reallocate 192 dwelling units from Development Area B to Development Areas C, D1, and D3; and

WHEREAS, the Applicant conducted neighborhood meetings on March 24, 2015, and January 13, 2016, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Concept Zoning Map Amendment and McMillan Mesa Village Specific Plan Amendment applications following proper notice and public hearings on January 27, 2016, and February 10, 2016, and has recommended approval of the requested zoning and specific plan amendment applications, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff has recommended approval of the Concept Zoning Map Amendment and McMillan Mesa Village Specific Plan Amendment applications, subject to the conditions proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment and McMillan Mesa Specific Plan Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Suburban Commercial (SC) zone to the Medium Density Residential (MR) zone for approximately 7.67 acres as depicted in Exhibit "A", from the Research and Development (RD) zone to the Medium Density Residential (MR) zone for approximately 13.66 acres as depicted in Exhibits "B" and "C", and from Residential Single-family (R1) zone to Public Open Space (POS) zone as depicted in Exhibit "I-C", through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The McMillan Mesa Village Specific plan shall be amended to reallocate approximately 192 dwelling units from Development Area B to Development Areas C, D1, and D3, and to amend the development options for Development Areas B, C, D1 and D3, as depicted in Exhibit "D" (revised pages of McMillan Mesa Village Specific Plan). The remainder of the McMillan Mesa Village Specific Plan, as approved by Ordinance No. 1779, shall remain in full force and effect.

SECTION 7. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone

change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 8. That the Concept Zoning Map Amendment and McMillan Mesa Village Specific Plan Amendment be conditioned on compliance with that Agreement between the City of Flagstaff and the Applicant, approved by the City Council and recorded under instrument number 3432671 on April 4, 2007.

SECTION 9. That the Zoning Map Amendment and McMillan Mesa Village Specific Plan Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission, as augmented by staff:

CONDITIONS:

1. The subject property shall be developed in substantial conformance to the conceptual plans as submitted to the maximum extent feasible. Development Areas C and D1 shall consist of single-story cottage units and Development Area D3 shall consist of single-family homes.

2. Development Area B of the McMillan Mesa Village Specific Plan shall conform to the density allowances of the High Density Residential (HR) Zone and Development Areas C, D1, and D3 of the McMillan Mesa Village Specific Plan shall conform to the density allowances of the Medium Density Residential (MR) zone as listed below and included within the amended specific plan:
    - Development Area B – 246 dwelling units
    - Development Area C – 69.03 dwelling units
    - Development Area D1 – 66.15 dwelling units
    - Development Area D3 – 56.7 dwelling units

3. The Applicant shall provide twenty-five (25) copies of the revised McMillan Mesa Specific Plan with staff's attached amended pages upon recordation of the Ordinance amending this plan.

4. Architectural design standards shall be applied to all elevations that front/face public right-of-ways, designated open space areas, and Flagstaff Urban Trail System (FUTS) trails.

5. A weed abatement plan shall be developed and implemented for the maintenance of open areas within the development areas subject to this request including the detention basins.

6. A landscape plan shall be prepared and implemented for the medians on N. Pine Cliff Drive and N. Gemini Drive in conjunction with the site plan applications for Development Areas C, D1 or D3.

7. All fencing abutting right-of-ways, designated open space areas, and Flagstaff Urban Trail System (FUTS) trails shall be developed in concert with one overall consistent design.

8. Development Area D3 shall maintain a direct access with the adjacent FUTS trail as shown on the concept plan.

SECTION 10. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 11. 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 12. 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 5th day of April, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit “A”

Legal Description of Property

Exhibit “B”

Legal Description of New Zoning

Exhibit A

Parcel C, McMillan Mesa Village Subdivision, as recorded may 9, 2008, in Instrument No. 3488287, records of Coconino county, Arizona and thereafter Affidavit of Correction recorded February 23, 2009 in Instrument No. 3514405.

Exhibit B

Parcel D1, McMillan Mesa Village Subdivision, as recorded may 9, 2008, in Instrument No. 3488287, records of Coconino county, Arizona and thereafter Affidavit of Correction recorded February 23, 2009 in Instrument No. 3514405.

Exhibit C

Parcel D1, McMillan Mesa Village Subdivision, as recorded may 9, 2008, in Instrument No. 3488287, records of Coconino county, Arizona and thereafter Affidavit of Correction recorded February 23, 2009 in Instrument No. 3514405.

PIKE ENGINEERING

Civil Engineers
Land Surveyors
Land Planners

Exhibit "I-c"

A parcel of land being a portion of that parcel of land described in Dkt. 1220, Pg. 528, c.c.R.o., located in the E 1/2, section 15, T.21N, R.7E, G&SRB&M, City of Flagstaff, Coconino County, Arizona, described as follows:

For reference, begin at the N 1/16 corner of Sections 15 & 14, a BLM Brass cap; Thence S 0-08-04 W (Basis of Bearings per 1989 survey by Joseph Gervasio) along the east line of said Section 15 808.92' to the northeast corner of Tract 11 of Switzer Mesa Unit Two as recorded in Cs. 2, map 344D, C.C.R.O., a 1/2" iron pipe; Thence S 89-40-31 W along said north line 49.94' to the northeast corner of Lot 34 of Switzer Mesa Unit Three as recorded in Cs. 3, Map 111A, C.C.R.O., a 1/2" iron pipe; Thence N 89-49-41 W along the north line of said Lot 34 128.44' to the Northwest corner of said Lot 34, a 1/2" rebar; Thence N 80-43-57 W along the north line of said Switzer Mesa Unit Three 56.20' to the northeast corner of Lot 33 of said Switzer Mesa Unit Three, a 1/2" rebar; Thence N 89-54-52 W along the north line of said Lot 33 107.02' to the northwest corner of said Lot 33, a PK nail in concrete and the TRUE POINT OF BEGINNING; Thence S 02-02-55 E along the west line of Lots 27-33 inclusive of said Switzer Mesa Unit Three 529.73' to the southwest corner of said Lot 27, a 1/2" rebar; Thence N 89-45-20 W along the north line of Lots 25 & 26 of said Switzer Mesa Unit Three 97.85' to the northeast corner of Tract "B" of said Switzer Mesa unit Three, a 1/2" rebar; Thence S 0-52-01 E along the east line of said Tract "B" 87.27' to the beginning of a curve to the left, having a radius of 20.00', a central angle of 90-31-07 and a chord bearing of S 46-07-35 E; Thence run along the arc of said curve 31.60' to a point on the northerly right of way line of Apple Way, a 1/2" rebar; Thence S 89-39-06 W along said north right of way line 96.00' to a 1/2" rebar, said point being on a non tangent curve to the left, having a radius of 20.00', a central angle of 89-29-51 and a chord bearing of N 44-23-41 E; Thence run along the arc of said curve 31.24' to a 1/2" rebar; Thence N 0-51-45 W along the west line of said Tract "B" 87.85' to the northeast corner of Lot 26 of said Switzer Mesa unit Three, a 1/2" rebar; Thence N 89-45-20 W along the north line of said Lot 26 7.00' to a 1/2" iron pipe; Thence N 89-34-28 W along said north line 68.13'to the northwest corner of said Lot 26, a 1/2" iron pipe; Thence N 75-59-46 W along the north line of Lot 25 of said Switzer Mesa Unit Three 57.74' to a 1/2" iron pipe; Thence N 78-14-56 W along the north line of Lots 24 & 25 of said Switzer Mesa Unit Three 99.31' to the northwest corner of said Lot 24, a 1/2" rebar; Thence N 0-08-15 E along the east line of Lots 15-23 of said Switzer Mesa Unit Three 587.55' to the northeast corner of said Lot 15, a 1/2" iron pipe; Thence S 75-28-17 E 373.65' back to the True Point of Beginning.

ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV
DM 7/7/92
INT DATE

2708 North Fourth Street, E-4, Flagstaff, Arizona 86004 (602) 526-4114

Subject parcel contains 4.98 Acres more or less including any easements of record as shown on Exhibit "A", incorporated herein by reference.

04-91033
City file No.

Descriptive title
McMillan Mesa Rz I-C

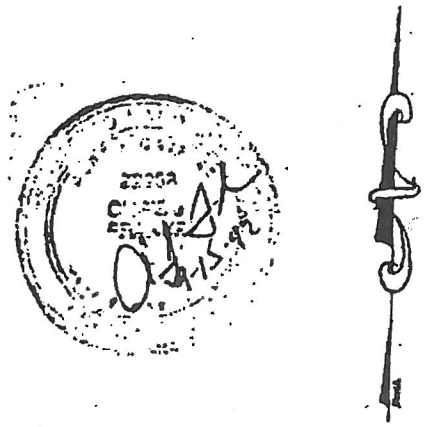
ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV
INT DATE 9/12/02

1535-956

PIKE ENGINEERING

Civil Engineers
Land Surveyors
Land Planners

Exhibit "A"
A portion of the E 1/2, Section 15, T.21N, R.7E, G&SRB&M, City of Flagstaff, Az



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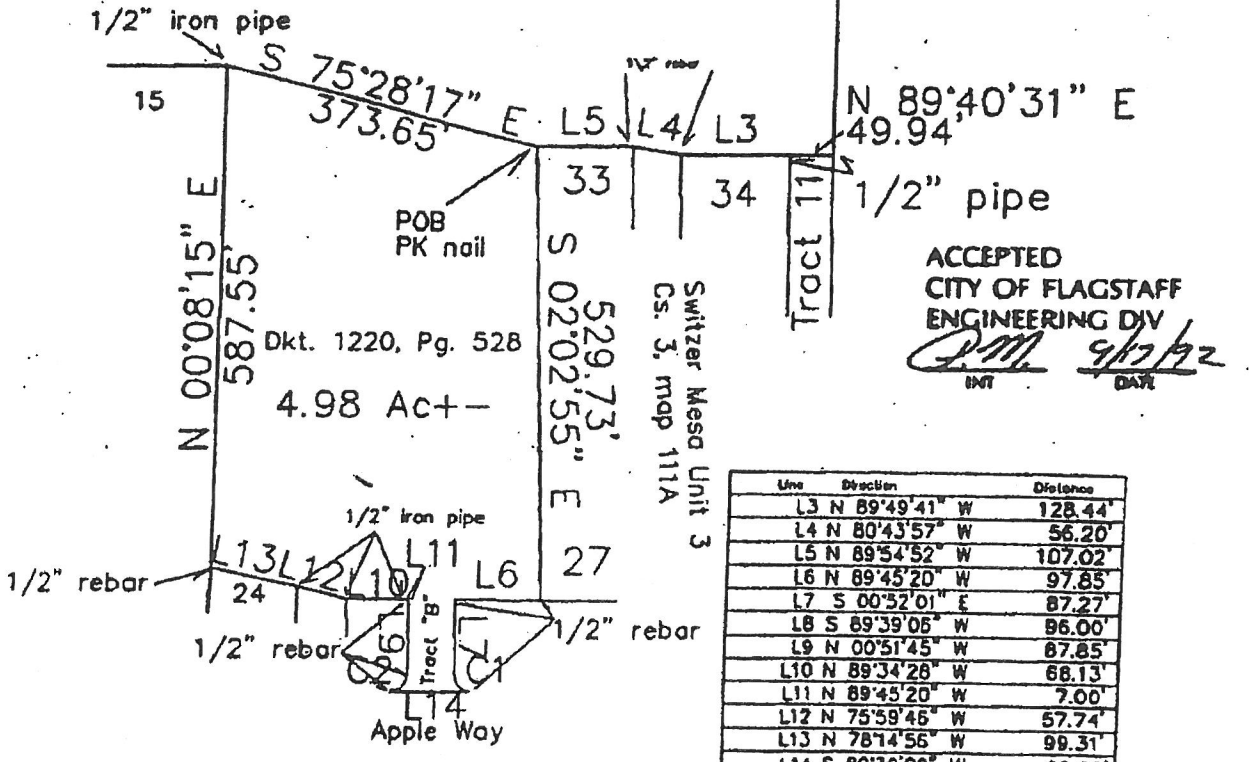


ACCEPTED
CITY OF FLAGSTAFF
ENGINEERING DIV
INIT
DATE

Line	Direction	Distance
L3	N 89°49'41" W	128.44'
L4	N 80°43'57" W	56.20'
L5	N 89°54'52" W	107.02'
L6	N 89°45'20" W	97.85'
L7	S 00°52'01" E	87.27'
L8	S 89°39'06" W	96.00'
L9	N 00°51'45" W	87.85'
L10	N 89°34'28" W	68.13'
L11	N 89°45'20" W	7.00'
L12	N 75°59'46" W	57.74'
L13	N 78°14'56" W	99.31'
L14	S 89°39'06" W	96.00'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.60'	28.41'	S 46°07'35" E	90°31'07"
C2	20.00'	31.24'	28.16'	N 44°23'41" E	89°29'51"

04-91038
City File No.

Description Title

2708 North Fourth Street, E-4, Flagstaff, Arizona 86004 (602) 526-4114

1535-957

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Planning Development Manager

Date: 03/30/2016

Meeting Date: 04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-20: 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 640.51 acres located in Section 12, Township 21 North, Range 6 East, which land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Public Open Space (POS) for 640.51 acres.
(Observatory Mesa Annexation)

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue Public Hearing
2) Read Ordinance No. 2016-20 by title for the first time
3) City Clerk reads Ordinance No. 2016-20 by title only for the first time (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-20 by title only for the final time
5) City Clerk reads Ordinance no. 2016-20 by title for the final time (if approved above)
6) Adopt Ordinance No. 2016-20

Executive Summary:

An annexation request of approximately 640.51 acres, which is part of the Observatory Mesa open space owned by the City of Flagstaff.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

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

Has There Been Previous Council Decision on This:

The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

1. Approve the ordinance as proposed.
2. Approve the ordinance with conditions.
3. Deny the ordinance.

Background/History:

The Applicant, the City of Flagstaff Sustainability Program, on behalf of the property owner, the City of Flagstaff, is requesting an annexation of 640.51 acres, which is a part of Observatory Mesa. With funding from the 2004 voter approved Open Space bond, the City of Flagstaff acquired Observatory Mesa in November 2013 for the express purpose of preserving its unique recreational, educational and natural resources.

This annexation is the first of a three-step process. The second being a Regional Plan Amendment to change the Future Growth Illustration (Maps 21 and 22) from Area in White/State Land to Parks/Open Space. The third is a Zoning Map Amendment to add the Resource Protection Overlay (RPO) zone. Both amendment applications are being processed concurrently with this application but will not become effective until after the annexation has been completed.

Key Considerations:

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. Currently the property is zoned Open Space and Conservation (OS) in the County so the property will come into the City in the Public Open Space (POS) zone. A Regional Plan Amendment application to change the current designation on Maps 21 and 22 from Area in White/State Land to Parks/Open Space is proposed to support the existing zoning on the property as well as update ownership and city limits. A Zoning Map Amendment application to add the Resource Protection Overlay (RPO) zone is proposed to further the preservation of the property and its resources. The Regional Plan Amendment and Zoning Map Amendment applications will be considered subsequent to review of the annexation application.

Community Benefits and Considerations:

Community benefits and considerations related to this Annexation request are addressed in the attached Planning & Zoning Commission staff report date February 12, 2016.

Community Involvement:

Inform, Consult, Involve, Collaborate, Empower

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors.

All property owners within 600-feet of this site were notified via mail of the Annexation, Regional Plan, and Zoning Map Amendments and asked to attend the Open Space Commission meeting on October 22, 2015. Four individuals spoke at this meeting but none referenced any concerns with Observatory Mesa.

Attachments: Application & Narrative

Planning & Zoning Commission Staff Report
Annexation Legal Description
Ord. 2016-20

Observatory Mesa

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
NOV 19 2015

Application for Annexation

File Number: PZ-15-00136-02

	Title	Phone	Email
Property Owner(s): City of Flagstaff			
Mailing Address: 211 W. Aspen Ave.		City, State, Zip: Flagstaff AZ 86001	
Applicant: Betsy Emery	Open Space Specialist	213 2154	BEmery@flagstaffaz.gov
Mailing Address: 211 W. Aspen Ave		City, State, Zip: Flagstaff AZ 86001	
Project Representative: Betsy Emery	Open Space Specialist	213 2154	BEmery@flagstaffaz.gov
Mailing Address: 211 W. Aspen Ave		City, State, Zip: Flagstaff AZ 86001	

Site Address: N/A	Parcel number(s): 102-15-002	Subdivision, Tract & Lot Number:
Existing Zoning District: OS	Existing Regional Plan Land Use Category: AREA IN WHITE / STATE LAND	
Proposed Zoning District: POS - PUBLIC OPEN SPACE	Proposed Regional Plan Land Use Category: PARK / OPEN SPACE	
Present Use: VACANT	Proposed Use: OPEN SPACE	

Summarize Reason for Request (Attach additional sheets if necessary):

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
Josh Copley	2/8/16	Elizabeth Emery	10/12/15

For City Use

Date Filed:	Fee Receipt Number:	Amount:	Date:
Type of Request: ☐ Annexation		☐ Continued	
Publication and Posting Date(s):		File Number:	

Action by Planning and Zoning Commission:	Action by City Council
Hearing Date:	Hearing Date:
☐ Approved ☐ Continued ☐ Denied	☐ Approved ☐ Continued ☐ Denied

Staff Assignments	Planning	Engineering	Fire	Stormwater	Utilites/PW
	Jeremy	Stacy	Kent	Chris	Jon

Project Narrative for Rezoning Parcels 102-15-001 and 111-08-002 ("Observatory Mesa")

In May 2004, City of Flagstaff voters approved a bond measure to acquire Observatory Mesa as open space. In June 2013, the Flagstaff City Council adopted Resolution 2013-12 approving the submission of a grant application to Arizona State Parks for the Growing Smarter State Trust Land Acquisition Program to acquire approximately 2,251 acres of state trust land on Observatory Mesa to set aside as open space for the Flagstaff community. In 2013, the City Council passed Ordinance 2013-25 authorizing the acquisition and purchase of 2,251 acres on Observatory Mesa.

City-owned parcels 102-15-001 and 111-08-002 are currently zoned as "Rural Residential" and Staff proposes to change the zoning to "Public Open Space" to reflect the purpose of the acquisition and the designation as open space. "Public Open Space" zoning limits the type of development that can be done on the property and therefore adds an additional layer of protection to Observatory Mesa Natural Area.

Project Narrative for Rezone and Annexation of Parcel 102-15-002 ("Observatory Mesa")

In May 2004, City of Flagstaff voters approved a bond measure to acquire Observatory Mesa as open space. In June 2013, the Flagstaff City Council adopted Resolution 2013-12 approving the submission of a grant application to Arizona State Parks for the Growing Smarter State Trust Land Acquisition Program to acquire approximately 2,251 acres of state trust land on Observatory Mesa to set aside as open space for the Flagstaff community. In 2013, the City Council passed Ordinance 2013-25 authorizing the acquisition and purchase of 2,251 acres on Observatory Mesa.

City-owned parcels 102-15-002 are currently zoned as "Conservation and Open Space" in Coconino County. Staff proposes annexing this property into City limits in order to streamline the management requirements for the property.

Additionally, staff proposes rezoning the parcel to "Public Open Space" to reflect the purpose of the acquisition and its designation as open space. "Public Open Space" zoning limits the type of development that can be done on the property and therefore adds an additional layer of protection to Observatory Mesa Natural Area.

PLANNING AND DEVELOPMENT SERVICES DIVISION
ANNEXATION REPORT

PUBLIC HEARING
PZ-15-00134-01

DATE: February 12, 2016
MEETING DATE: February 24, 2016
REPORT BY: Tiffany Antol, AICP

REQUEST:

An annexation request of approximately 77.8 acres located in Section 4, Township 21 North, Range 8 East. The property is identified as Coconino County Assessor's Parcel Number 113-06-004. This annexation request is the first part of a two-part request. The second part of the request is a Zoning Map Amendment.

STAFF RECOMMENDATION:

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

PRESENT LAND USE:

The subject site consists of undeveloped land with no zoning designation under Coconino County jurisdiction.

PROPOSED LAND USE:

If this annexation is approved, the property will come into the City boundaries with no zoning designation because it currently has no zoning in Coconino County. The accompanying Zoning Map Amendment will place the subject property into the Public Opens Space (POS) zone with the Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and add the Rural Floodplain designation.

NEIGHBORHOOD DEVELOPMENT:

North: Single-family residences; Agricultural Residential, 5 acre minimum (AR-5) zone (County)
East: Single-family residences; Rural Residential (RR) zone (City)
South: El Paso Gas Pump Station; General (G) zone (County)
West: Coconino County Public Works Yard and Cinder Mine; Public Facility (PF) and Heavy Industrial (HI) zones (City)

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 Regional Plan 2030"; and Division 10-20.90 of the *Flagstaff Zoning Code*.

STAFF REVIEW:

INTRODUCTION/BACKGROUND:

The Applicant, the City of Flagstaff Sustainability Program, on behalf of the property owner, the City of Flagstaff, is requesting an annexation of 77.8 acres, which is a part of the Picture Canyon Preserve and Archeological Park. With funding from the 2004 voter approved Open Space bond and a 2012 Growing Smarter Grant, the City of Flagstaff acquired Picture Canyon in October 2012 for the express purpose of preserving its unique historical, cultural, archeological, recreational, and educational resources. The canyon is an ecologically diverse riparian corridor and has a variety of native trees and plants. The area has many archeological resources with existing logging railroad features on the property eligible

for listing on the National Register of Historic Places

This annexation is the first of a two-step process. The second being a Zoning Map Amendment request to establish zoning on the parcel, Public Open Space (POS) zone, Landmarks Overlay (LO) zone, and the Resource Protection Overlay (RPO) zone, and designate the parcel as Rural Floodplain. The Zoning Map Amendment application is being processed concurrently with this application but will not become effective until after the annexation has been completed.

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. Currently the property is not zoned in the County so the property will come into the City with no zoning designation.. A Zoning Map Amendment application to zone the parcel to Public Open Space (POS) zone with the Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and Rural Floodplain designation is proposed to further the preservation of the property and its resources. The Zoning Map Amendment application will be considered subsequent to review of the annexation application.

FLAGSTAFF REGIONAL PLAN CONFORMANCE:

Policy/Analysis

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

The *Flagstaff Regional Plan 2030 (FRP 2030),* Future Growth Illustration (Maps 21 and 22) designates the subject site as Park/Open Space. The proposal to rezone the subject properties to the Public Open Space (POS) zone is in conformance with the Regional Plan designation. Staff has identified the following Regional Plan Goals and Policies that could be applied to support the proposed annexation:

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

Summary of Regional Plan & Annexation Compliance

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

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:

Traffic and Access

No analysis was required.

Water and Wastewater

No analysis was required.

Stormwater

No stormwater improvements have been required.

Parks and Recreation

This zoning map amendment is not anticipated to have any impact to the City's parks or recreation systems.

ZONING REQUIREMENTS FOR PROPOSED ZONING:

As was noted above, the property, if annexed will need to be brought into the City with a zoning similar to the existing County zoning. In this case, the County has not applied zoning to this parcel, see attached letter from Coconino County in regards to the current zoning. The parcel will come into the City with no zoning. Arizona statues require that once annexed, the zoning is to remain in place for a period of 30 days. As a result, an ordinance modifying the zoning code must include an effective date 30 plus days after the annexation ordinance becomes effective. The Zoning Map Amendment application and the staff report have been provided in conjunction with this application.

OTHER REQUIREMENTS:

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department and the Chair of the Board of Supervisors.

All property owners within 600-feet of this site were notified via mail of the zoning map amendment and annexation and asked to attend the Open Space Commission meeting on October 22, 2015. One individual inquired about these applications affecting the management plans for Picture Canyon. Minutes for this meeting are attached.

RECOMMENDATION:

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

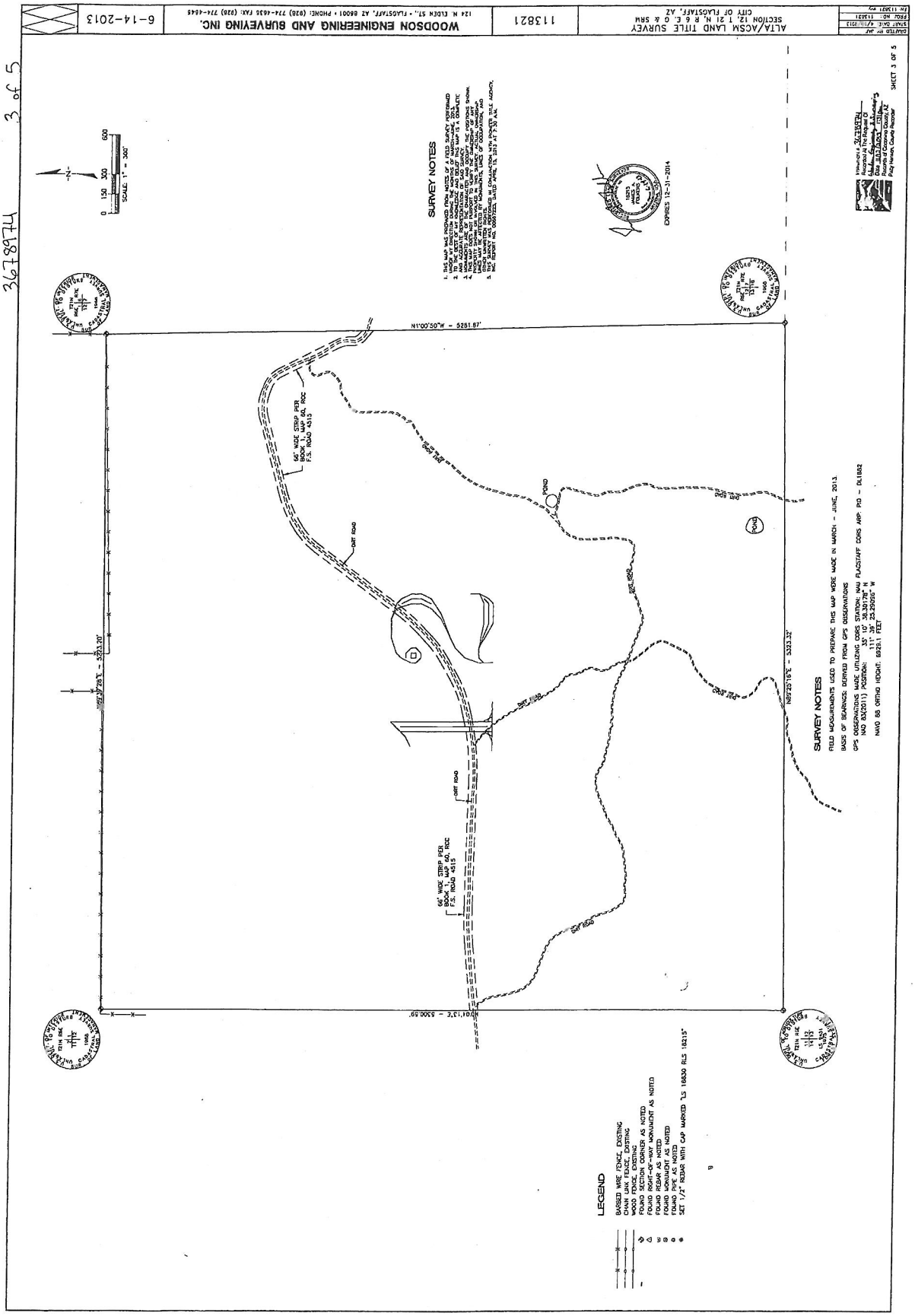
ATTACHMENTS:

- Application and narrative from applicant
- Annexation Legal Description and Map
- Zoning letter from Coconino County
- Public Hearing Legal Advertisements

Exhibit A

Description

All of Section 12, Township 21 North, Range 6 East, Gila & Salt River Base and Meridian, Coconino County, Arizona.



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ORDINANCE NO. 2016-20

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 640.51 ACRES LOCATED IN SECTION 12, TOWNSHIP 21 NORTH, RANGE 6 EAST, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS PUBLIC OPEN SPACE (POS) FOR 640.51 ACRES; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, petitioner owns parcel APN 112-05-002 located in Section 12, Township 21 North, Range 6 East, consisting of a total of 640.51 acres of land located within Coconino County, Arizona, as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A, 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 Exhibit A; and

WHEREAS, Petition sets 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 the 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 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 Regional Plan 2030 ratified May 20, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that: The annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

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

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

> See attached Exhibit A, which are incorporated herein by this reference.

SECTION 2. That the territory described in Exhibit A 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. The entirety of APN 102-15-002 will be located within the Public Open Space (POS) Zone.
2. All annexed parcels shall be placed in the City of Flagstaff Lighting Zone 2 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. 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 7. 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 8. This Ordinance shall become effective thirty (30) days after adoption by the Flagstaff City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, Arizona, this 19th day of April, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

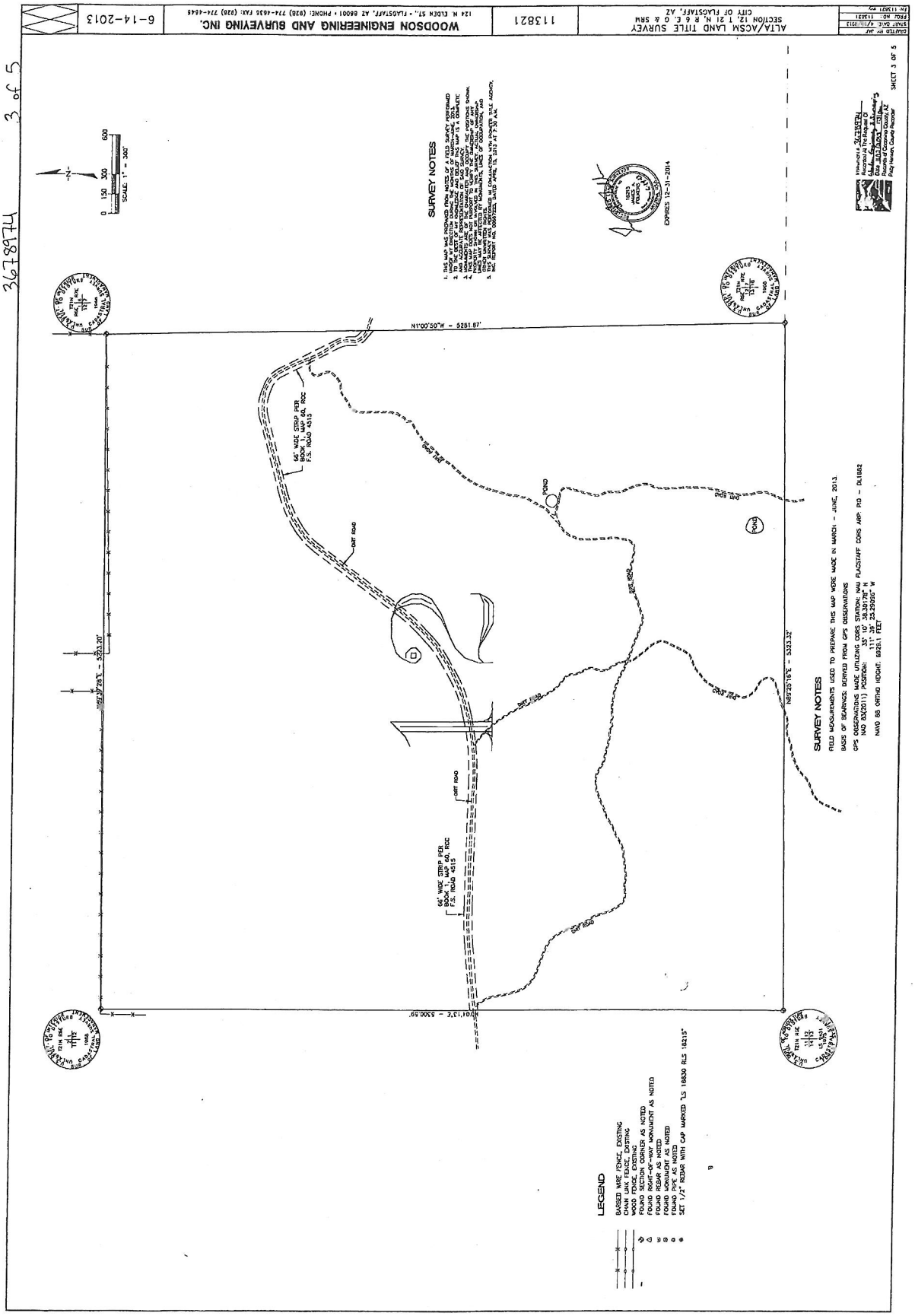
APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A

Description

All of Section 12, Township 21 North, Range 6 East, Gila & Salt River Base and Meridian, Coconino County, Arizona.



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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Planning Development Manager

Date: 03/30/2016

Meeting Date: 04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-21: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1610.69 acres of real property located on Observatory Mesa, from Rural Residential ("RR") to Public Open Space ("POS"), and approximately 2.0 acres from Rural Residential ("RR") to Public Facility ("PF") and to apply the Resource Protection Overlay ("RPO") to approximately 640.51 acres. ***(Observatory Mesa Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:

1) Continue Public Hearing
2) Read Ordinance No. 2016-21 by title for the first time
3) City Clerk reads Ordinance No. 2016-21 by title only for the first time (if approved above)

At the April 19, 2016 Council Meeting:

4) Read Ordinance No. 2016-21 by title only for the final time
5) City Clerk reads Ordinance no. 2016-21 by title for the final time (if approved above)
6) Adopt Ordinance No. 2016-21

Executive Summary:

A Zoning Map Amendment request to rezone approximately 1610.69 acres located on Observatory Mesa from Rural Residential (RR) to Public Open Space (POS), approximately 2.00 acres from Rural Residential (RR) to Public Facility (PF) and to apply the Resource Protection Overlay (RPO) to approximately 640.51 acres.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

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.7. Give special consideration to environmentally sensitive lands in the development design and review process.
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 CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.
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:

The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

1. Approve the ordinance with the proposed condition.
2. Approve the ordinance with no conditions, additional conditions or modified conditions.
3. Deny the ordinance.

Background/History:

The Applicant, the City of Flagstaff Sustainability Program, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 1610.69 acres known as Observatory Mesa to the Public Open Space (POS), approximately 2.00 acres to Public Facility (PF) and add the Resource Protection Overlay (RPO) zone to approximately 640.51. An overlay zone is a special zoning district placed over an existing zoning district, part of a district, or a combination of districts. Overlay zones build on the underlying zoning, by establishing additional requirements. In this case, the overlay zone would be in addition to the Public Open Space (POS) zone. Approximately 1612.69 acres of Observatory Mesa already have the Resource Protection Overlay (RPO) zone applied.

With funding from the 2004 voter approved Open Space bond, the City of Flagstaff acquired Observatory mesa in November 2013 for the express purpose of preserving its unique recreational, educational, and natural resources.

Key Considerations:

The primary purpose of this Zoning Map Amendment is to add layers of protection to Observatory Mesa. The majority of the properties will be zoned and regulated under the Public Open Space (POS) zoning, which is intended to be applied to areas of the City that are appropriate for designation as public open space to allow for resource protection and passive recreation uses. The two acres that will be rezoned to Public Facility (PF) currently consists of a tank farm maintained by the Utilities Division, which would not be a permitted use in the Public Open Space (POS) zone.

Community Benefits and Considerations:

Community benefits and considerations related to this Annexation request are addressed in the attached Planning & Zoning Commission staff report date February 12, 2016.

Community Involvement:

Inform, Consult, Involve, Collaborate, Empower

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendment. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the site.

All property owners within 600-feet of this site were notified via mail of the zoning map amendment and annexation and asked to attend the Open Space Commission meeting on October 22, 2015.

Attachments:

Planning & Zoning Commission Report
Observatory Mesa ZMA Application
FRP 2030 Goals & Policies
Open Space Commission Minutes
Ord. 2016-21
Exhibit A

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-15-00136

DATE: February 12, 2016
MEETING DATE: February 24, 2016
REPORT BY: Tiffany Antol, AICP

REQUEST:

A Zoning Map Amendment request from the City of Flagstaff Sustainability Program, on behalf of the property owner, City of Flagstaff, to rezone approximately 1610.69 acres located on Observatory Mesa from Rural Residential (RR) to Public Open Space (POS), rezone approximately 2.00 acres from Rural Residential (RR) to Public Facility (PF) and to apply the Resource Protection Overlay (RPO) Zone to approximately 640.51 acres. This Zoning Map Amendment request is the third part of a three-part request; the first is an annexation of 640.51 acres and the second is a Regional Plan Amendment of approximately 2253.20 acres.

STAFF RECOMMENDATION:

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

PRESENT LAND USE:

The site consists of vacant lands on Observatory Mesa consisting of 2253.20 acres.

PROPOSED LAND USE:

Future development is expected to consist of low-impact trails, interpretive facilities, and the most basic visitor amenities.

NEIGHBORHOOD DEVELOPMENT:

North: Single-family residences; Agricultural Residential, 2.5 acre minimum (AR-2.5) zone and Residential Single Family, 5 acre minimum (RS-5) zone (County)
East: Single-family residences; Rural Residential (RR) zone and Estate Residential (ER) zone (City)
South: Railroad Springs Subdivision; Manufactured Home (MH) zone (City)
Single-family residences; General, 10-acre minimum (G) zone (County)
West: Coconino County National Forest lands; Open Space and Conservation (OS) zone (County)

The subject property is checker boarded with Coconino National Forest lands.

REQUIRED FINDINGS:

STAFF REVIEW. An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall set forth whether the Zoning Map Amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied; shall include an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and, a recommendation on the amendment

based on the standards of the zones set forth in Section 10-40.20 "Establishment of Zones" of the Zoning Code (Page 40.20-1).

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

STAFF REVIEW:

Introduction/Background

The Applicant, the City of Flagstaff Sustainability Program, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 1610.69 acres known as Observatory Mesa to the Public Open Space (POS), approximately 2.00 acres to Public Facility (PF) and add the Resource Protection Overlay (RPO) zone to approximately 640.51. An overlay zone is a special zoning district placed over an existing zoning district, part of a district, or a combination of districts. Overlay zones build on the underlying zoning, by establishing additional requirements. In this case, the overlay zone would be in addition to the Public Open Space (POS) zone. Approximately 1612.69 acres of Observatory Mesa already have the Resource Protection Overlay (RPO) zone applied.

With funding from the 2004 voter approved Open Space bond, the City of Flagstaff acquired Observatory mesa in November 2013 for the express purpose of preserving its unique recreational, educational, and natural resources.

Proposed Development Concept Plans

Future development is expected to consist of low-impact trails, interpretive facilities, and the most basic visitor amenities.

General Plan – Flagstaff Regional Plan (FRP 2030)

The *Flagstaff Regional Plan 2030 (FRP 2030)* Future Growth Illustration (Maps 21 and 22) designates the subject site as Area in White/State Land. A minor Regional Plan Amendment will be heard prior to this application to amend the current designation to Parks/Open Space. If the Regional Plan Amendment is approved, the proposal to rezone the subject property to the Public Open Space (POS) and Public Facility (PF) zones with the Resource Protection Overlay (RPO) zone will be in conformance with the Regional Plan. Staff has identified a total of 12 Regional Plan Goals and Policies that could be applied to support the proposed Zoning Map Amendment. A list of these policies is attached to this report. The most relevant policies were analyzed below:

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.

Policy OS.1.2.While observing private property rights, preserve natural resources and priority open lands, under

the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment Maps.
Policy OS.1.3.Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.

The primary purpose of this Zoning Map Amendment is to add layers of protection to Observatory Mesa. The majority of the properties will be zoned and regulated under the Public Open Space (POS) zoning, which is intended to be applied to areas of the City that are appropriate for designation as public open space to allow for resource protection and passive recreation uses. The two acres that will be rezoned to Public Facility (PF) currently consists of a tank farm maintained by the Utilities Division, which would not be a permitted use in the Public Open Space (POS) zone.

Zoning – City of Flagstaff Zoning Code

The requirements of the Public Open Space (POS) zone and the Resource Protection Overlay (RPO) zone are intended to promote the preservation and unique character of properties within the zone. Additionally, the Resource Protection Overlay (RPO) provides standards for the protection of natural resources, including floodplains, steep slopes, and forest. The Public Facility (PF) zone is intended to provide areas within the City for active and passive recreation uses, parks, public open space, governmental buildings and facilities, schools and school grounds, quasi-public buildings and facilities and related uses.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

No analysis was required.

Water and Wastewater

A water and sewer analysis was not required as part of this request; however, the Utilities Division did request a condition of approval allowing for the maintenance of existing and expansion of future utility infrastructure.

Stormwater

No stormwater improvements have been required.

Parks and Recreation

This Zoning Map Amendment expands recreational opportunities within the City's parks and recreation system.

OTHER REQUIREMENTS:

Resources

The subject property will be entirely located within the Resource Protection Overlay (RPO) zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). Further, this application does not anticipate any physical modifications to the existing site. No impact to resources is anticipated.

Citizen Participation

All property owners within 600-feet of this site were notified via mail of the zoning map amendment, annexation, and regional plan amendment and asked to attend the Open Space Commission meeting on October 22, 2015. Four individuals spoke in regards to the open spaces case but none directly in relation to Observatory Mesa. Minutes for this meeting are attached.

DISCUSSION:

The application of the Public Open Space (POS) zone, the Public Facility (PF) zone, and the Resource Protection Overlay (RPO) zone meets the intent of the Regional Plan goals and policies and will comply with the designation of Parks/Open Space if the accompanying minor Regional Plan Amendment is approved. These zones and designations work in concert to protect the natural resources on the property as well as support the City's Open Space program.

RECOMMENDATION:

Staff believes that the proposed Zoning Map Amendment has been justified and would recommend in favor of amending the Zoning Map for approximately 1610.69 acres to the Public Open Space (POS) zone, approximately 2.00 acres to the Public Facility (PF) zone and to apply the Resource Protection Overlay (RPO) zone to 640.51 with the following condition:

1. The City of Flagstaff shall recognize existing easements and rights-of-ways granted by the Arizona State Land Department. All easements and rights-of-ways shall remain in full force and effect.

ATTACHMENTS

- Zoning Map Amendment Application and narrative
- FRP 2030 Goals and Policies – Full list
- Open Space Commission Meeting Minutes
- Public Hearing Legal Advertisements

Observatory Mesa

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

RECEIVED
Date Received NOV 17 2015

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

File Number: PZ-15-00136

	Title	Phone	Email
Property Owner(s): City of Flagstaff			PZ-15-00136-01
Mailing Address: 211 W. Aspen		City, State, Zip: Flagstaff AZ 86001	
Applicant(s): Betsy Emery	Open Space Specialist	213-2154	BEmery@flagstaffaz.gov
Mailing Address: 211 W. Aspen		City, State, Zip: Flagstaff AZ 86001	
Project Representative: Betsy Emery	Open Space Specialist	213-2154	BEmery@flagstaffaz.gov
Mailing Address: 211 W. Aspen		City, State, Zip: Flagstaff AZ 86001	

Requested Review: ☒ Zoning Map Amendment ☒ Minor Regional Plan Amendment ☐ Continued

Site Address: N/A	Parcel Number(s): 102-15-001, 111-08-002(COF) 102-15-002, COUNTY	Subdivision, Tract & Lot Number: N/A
Existing Zoning District: 102-15-002 - OS COUNTY 102-15-001, 111-08-002 - RR	Proposed Zoning District: PUBLIC FACILITY (PF), PUBLIC OPEN SPACE (POS)	Existing Regional Plan Land Use Category: AREA IN WHITE / STATE LAND
Existing Use: VACANT	Proposed Use: OPEN SPACE	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable): YES, TO BE INCLUDED IN BOUNDARY	Proposed Regional Plan Land Use Category: PARK/OPEN SPACE

Property Owner Signature(required): Scott Conley	Date: 2/8/16	Applicant Signature: Elizabeth Emery	Date: 10/12/15

For City Use

Date Filed:	File Number(s):	Type of Zoning Map Amendment: ☐ Small scale ☐ Medium scale ☐ Large scale ☐ Multi-phase scale
P & Z Hearing Date:	Publication and Posting Date:	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number:	Amount: / Date:	

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Tiffany	Kary	Kent	Jim	Chris

Rev. 2/10/14

Flagstaff Regional Plan 2030 Goals and Policies for Observatory Mesa

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.6.3. Promote protection, conservation, an ecological restoration of the region's diverse ecosystem types and associated animals.

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

> Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.

> Policy E&C.7.2. Favor the use of available mechanisms at the City and County level for the preservation of environmentally sensitive lands, including but not limited to public acquisition, conservation easements, transfer of development rights, or clustered development with open space designations.

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.

> Policy OS.1.2. While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.

> Policy OS.1.3. Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

> Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stand of ponderosa pine.

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

> Policy Rec.1.1. Integrate active and passive recreational site within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

M I N U T E S

City of Flagstaff
Open Spaces Commission

Thursday, October 22, 2015
4:00 – 6:00 pm

City Hall, Council Chambers
211 West Aspen Avenue, Flagstaff, Arizona

A quorum of the Flagstaff City Council may be in attendance of the Sustainability Commission meeting.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact 928-213-2100. Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

CALL TO ORDER

COMMISSION MEMBERS:	CITY STAFF:	COMMUNITY MEMBERS:
Bryan Burton	Nicole Woodman, Sustainability Manager	Jack Welch
Jim Burton	Elizabeth Emery, Open Space Specialist	Tadd Madeksza
Jessica Gist	McKenzie Jones, Sustainability Specialist	Allen Haden
Tina Pfeiffer	John Begay, Sustainability Aide	Hannah Griscom
	Martin Ince, Multi-Modal Planner	Elizabeth Stegall
	Tiffany Antol, Planning Development Manager	Mandy Metzger
		Tracy Plecas

1. **Call to order**
   Commissioner Gist called the meeting to order at 4:03pm.

   Public Participation
   At this time, any member of the public may address the Commission on any subject that is not scheduled before the Commission on that day. The Arizona Open Meeting Law prohibits the Commission from discussing or taking action on an item which is not listed on the prepared agenda. Commission members may, however, respond to criticism made by those addressing the Commission, ask staff to review a matter, or ask that a matter be placed on a future agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.

2. **Approval of Minutes**
   Commissioner Bryan Burton noted that the minutes do not reflect that the northwest portion of parcel 111-02-006B could be developed for residential housing. The parcel may be split to accommodate that need. Commissioner Pfeiffer motioned to approve the October 15, 2015 minutes with Commissioner

Bryan Burton's amendment. Commissioner Jim Burton seconded the motion. All commissioners voted in favor to approve minutes.

3. Discussion Items

A. Friends of the Rio Watershed Planning Effort

Hannah Griscom, Friends of the Rio de Flag Board member, gave an overview of the Rio de Flag watershed planning effort at the request of the Commission. The plan will define the community vision for the Rio de Flag and outline steps to restore the Rio de Flag. Ultimately, the group visions to move the Rio de Flag into consciousness for the community, be a community rallying point, and a space for the community to enjoy by creating a greenbelt that connects neighborhoods and public spaces with trails. The Friends of the Rio de Flag plan to start seek funding to support writing the document in 2016. Mrs. Griscom mentioned that there is a lot of overlap between the Rio de Flag watershed planning effort and the goals of the Open Spaces Commission as identified in their Strategic Plan.

B. Rezoning of Open Space Parcels (Public Hearing)

Betsy Emery, Open Space Specialist, presented to the Commission regarding the annexation and rezone process for open space parcels. This also served as the first public hearing for the process for Staff to accept feedback from the community. The City acquired Picture Canyon and Observatory Mesa in 2012 and 2013 and both properties were designated as open space by City Council. These parcels were not zoned as Public Open Space through the acquisition process and remain zoned as rural residential, which allows for development. City Staff is currently working to rezone these parcels as Public Open Space to provide an additional layer of protection to the property because Public Open Space zoning limits the type of development that can be done on the parcels.

Additionally, there are parcels comprising Picture Canyon (113-06-004) and Observatory Mesa (102-15-002) which are outside of Flagstaff City limits. City Staff proposes annexing these parcels into City limits to streamline management requirements for the entire property.

Lastly, Staff is also proposing to rezone and annex the City-owned Schultz Y parcel (300-47-004) as a direct outcome of City Council's discussion of City-owned properties on October 29, 2013.

Community members provided feedback:

- Tracy Plecas, 6525 North Rain Valley Road, asked if the rezoning process would affect planned actions and improvements at the Preserve. Betsy Emery answered that the management plan for Picture Canyon was recently adopted by City Council and that document outlines all projects planned at the Preserve. This process does not affect planned management activities. Mrs. Plecas inquired about how many steps are involved in the annex and rezone process. Tiffany Antol, Planning Development Manager, answered that there will be additional public hearings and that the application will be vetted through the Planning and Zoning Commission before being brought to City Council for approval.

- Mandy Metzger, Coconino County District 4 Supervisor, expressed appreciation for the many hours and dedication the Open Spaces Commission has given to Picture Canyon. She did not have a recommendation or comment at the moment because the County had not yet discussed the proposal.
- Sat Best, 3935 North Paradise Road, expressed appreciation for the work done on these parcels. He inquired about management plans for the Schultz Y property. Commissioner Gist answered the Commission has discussed the parcel's open space value - primarily the parcel's location and adjacency to other trails and amenities makes it important for open space. Mr. Best inquired if the actual "Y" is located on this parcel. Betsy Emery answered that the actual "Y" is located west of the parcel in question. Mr. Best inquired about the actual "Y" and if there are any plans to include it in the process. Betsy Emery answered that the actual "Y" is on private property but the landowner recently contacted the City to propose swapping the actual "Y" for a portion of the City-owned parcel. This trade would be equitable in terms of value and land area. Mr. Best then mentioned the valuable wildlife corridor in the area. Commissioner Gist clarified that the Schultz Y parcel is one of 17 city-owned parcels the Commission reviewed against a set of criteria that were valuable for open space. Ultimately, the Commission determined that the Schultz Y parcel is important as open space and recommended that the City designate it as open space.
- Nat White, 1120 N. Rockridge, mentioned that the actual "Y" area is not necessary for the trail head, and instead those improvements could be located anywhere below the historic reservoir on the City-owned parcel. He also mentioned the opportunity for collaboration between the U.S. Forest Service, Coconino County, and the City to provide these amenities and that this parcel has potential to be another showcase open space area for the Flagstaff community.
- Commissioner Gist inquired about the process involving the County for annexing some of these properties. Tiffany Antol, Planning Development Manager, answered the annexation process is set out in state statute. As soon as the Planning Department receives the application, they will notify the Board of Supervisors. The County will be notified at each stage of the process, just like the surrounding property owners.

Commissioner Gist clarified that City Staff is looking for the Commission to recommend that the City proceed with the process to rezone and annex the three properties. Commissioner Bryan Burton motioned to support rezoning and annexing these three properties. Commissioner Pfeiffer seconded the motion. The motion was approved by all.

C. Picture Canyon Interpretive Signs

Betsy Emery, Open Space Specialist, provided a follow up presentation with the latest draft of interpretive signs for the Picture Canyon Preserve. The draft is in

black and white because the graphic designer is waiting for art approval from the Open Spaces Commission to finalize the artwork. There are five panels being placed at the Outdoor Classroom addressing archaeology, botany, wildlife, watershed, and geology. Two signs are being designed for the watchable wildlife site near the deep-water pond. Those signs will be related to wetlands and wildlife. The Commission provided feedback and minor suggestions for the signs, including correcting misspellings, providing descriptions for the QR codes, and indicating differences between Kaibab Limestone and Coconino Sandstone. Commissioner Jim Burton motioned to approve the signs. Commissioner Bryan Burton seconded the motion. All voted in favor.

D. Review of City Owned Parcels

The Commission discussed the recent fieldtrip to review the City-owned parcels along the Karen Cooper Trail near the Museum of Northern Arizona using the matrix used for the 17 city-owned parcels last year. Some of the parcels are appropriate for open space because they are too steep to develop or are within the Rio de Flag floodplain. Preserving these parcels as open space would provide a buffer to the Rio de Flag. The only parcel that doesn't meet all of the criteria and may not be appropriate to designate as open space is parcel 111-02-006B because there is a large area that could be developed. Commissioner Gist inquired what areas should be visited on additional field trips and the Commission discussed visiting the parcels along the Rio de Flag in the Southside Community during the spring. The Commission agreed to stand by their previous discussion of the open space value associated with City-owned parcels on McMillan Mesa. Additionally, the Commission agreed to individually visit a small number of City-owned parcels before the next meeting to provide information to the Commission regarding their open space potential.

E. Open Space Management Update

Betsy Emery, Open Space Specialist, has been working on designing trail signs for Picture Canyon for all the major trail intersections. Signs will be 3-3 ½ feet tall and posted on 4" steel tubing. Additionally, Staff is still working to edit the interpretive signs. There is an easemented water pipeline at Picture Canyon that provides water to a few families in the area along the eastern side of the Preserve. Staff is working on surveying the pipeline and is working through the required cultural compliance regulation process associated with the ground disturbance. Additionally, Staff is in the process of launching the Sites Stewards Program, a volunteer program out of Arizona State Parks. Program training will be on November 4, 2015. Staff is working to address access issues at Matson Tank on Observatory Mesa by installing gates to limit illegal motorized access.

4. Information Items To and From Commissioners and Staff

A. Soliere Property Update

Per John Grahame's request at previous Commission meetings, Staff looked into the proposal to grant open space land in exchange for the City covering the substantial cost to realign Soliere Road. The developer planned to use the portion as an active park for ball fields. Ultimately, the Parks and Recreation

Commission decided to not accept the trade because of floodplain requirements associated with the property.

B. Other Updates

- Staff provided an update regarding the City Council's discussion of specialty seats on City commissions. The City Council recently decided to remove specialty seats from commissions. The Open Spaces Commission has multiple specialty seats, including Natural and Cultural Sciences and Real Estate. Current commissioners wishing to renew their term will apply for an At-Large position and will compete against applicants without specialty experience.
- McKenzie Jones, Sustainability Specialist, informs the Commission of the recycling application the City is launching – MyWaste. The app provides information on recycling schedules in Flagstaff.
- Nicole Woodman, Sustainability Manager, informs the Commission that the Sustainability Program is hosting their first DIY Workshop of the season, which will take place on October 29, 2015 at east public community library.

5. Agenda items for Next Meeting

A. Flagstaff Urban Trail System Acquisitions and Easements
B. Review of City-owned Parcels
C. Open Space Management Update

6. Adjournment

Commissioner Jim Burton motioned to adjourn the meeting at 5:06pm. Commissioner Bryan Burton seconded the motion. All voted in favor of adjourning the meeting.

ORDINANCE NO. 2016-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 1610.69 ACRES OF REAL PROPERTY LOCATED ON OBSERVATORY MESA, FROM RURAL RESIDENTIAL ("RR") TO PUBLIC OPEN SPACE ("POS"), AND APPROXIMATELY 2.0 ACRES FROM RURAL RESIDENTIAL ("RR") TO PUBLIC FACILITY ("PF"), AND TO APPLY THE RESOURCE PROTECTION OVERLAY ("RPO") TO APPROXIMATELY 640.51 ACRES; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, The City of Flagstaff (the "Applicant"), applied for a Zoning Map Amendment for approximately 2253.20 acres of land located on Observatory Mesa, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to preserve an open space area.

WHEREAS, in furtherance of the Applicant's reasons for the rezone, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from Rural Residential (RR) zone to Public Open Space (POS) zone for 1610.69 acres, Rural Residential (RR) zone to Public Facility (PF) zone for 2.0 acres, and to apply the Resource Protection Overlay (RPO) zone to 640.51 acres; and

WHEREAS, the Applicant conducted a neighborhood meeting on October 22, 2015, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and a public hearing on February 24, 2016, and has recommended approval of the requested zoning application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff has recommended approval of the Zoning Map Amendment application, subject to the condition proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered the condition and has found the condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the condition set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Rural Residential (RR) zone to the Public Open Space (POS) zone for approximately 1610.69 acres, from Rural Residential (RR) zone to the Public Facility (PF) zone for approximately 2.0 acres and the Resource Protection Overlay (RPO) zone is applied to approximately 640.51 acres, as depicted in Exhibit "A", through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following conditions proposed by the Planning and Zoning Commission, as augmented by staff:

CONDITIONS:

1. The City of Flagstaff shall recognize existing easements and rights-of-ways granted by the Arizona State Land Department. All easements and rights-of-ways shall remain in full force and effect.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 9. 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 10. 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 19th day of April, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit “A”

Legal Description of Property

EXHIBIT "A"
LEGAL DESCRIPTION
53-117051-01

Government Lots 2 through 7; southwest quarter of the northeast quarter; southeast quarter of the northwest quarter; east half of the southwest quarter; west half of the southeast quarter of Section 6, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 455.30 acres, more or less;

The West half, and the West half of the East half of Section 8, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 476.33 acres, more or less;

All of Section 12, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 640.51 acres, more or less;

Government Lots 1 through 4; the Northeast quarter; the East half of the West half; and that portion of the Southeast quarter lying Northwesterly of the southerly line of the BNSF (formerly the Atchison, Topeka and Santa Fe) Railway right-of-way situated in Section 18, Township 21 North, Range 7 West, Gila and Salt River Meridian, Coconino County, Arizona,

Except that parcel described in Instrument No. 3052197, RCC,

Containing 630.57 acres, more or less;

Government Lot 5, and the northeast quarter of the northwest quarter of the northwest quarter of Section 19, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 29.51 acres, more or less;

That portion of the North half of the North half of the Northeast quarter of Section 19, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, lying north of the south line of the Burlington Northern and Santa Fe Railway,

Containing 18.98 acres, more or less.

Total acres containing 2,251.20 acres, more or less.

Exhibit “B”

Legal Description of New Zoning

EXHIBIT "A"
LEGAL DESCRIPTION
53-117051-01

Government Lots 2 through 7; southwest quarter of the northeast quarter; southeast quarter of the northwest quarter; east half of the southwest quarter; west half of the southeast quarter of Section 6, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 455.30 acres, more or less;

The West half, and the West half of the East half of Section 8, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 476.33 acres, more or less;

All of Section 12, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 640.51 acres, more or less;

Government Lots 1 through 4; the Northeast quarter; the East half of the West half; and that portion of the Southeast quarter lying Northwesterly of the southerly line of the BNSF (formerly the Atchison, Topeka and Santa Fe) Railway right-of-way situated in Section 18, Township 21 North, Range 7 West, Gila and Salt River Meridian, Coconino County, Arizona,

Except that parcel described in Instrument No. 3052197, RCC,

Containing 630.57 acres, more or less;

Government Lot 5, and the northeast quarter of the northwest quarter of the northwest quarter of Section 19, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 29.51 acres, more or less;

That portion of the North half of the North half of the Northeast quarter of Section 19, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, lying north of the south line of the Burlington Northern and Santa Fe Railway,

Containing 18.98 acres, more or less.

Total acres containing 2,251.20 acres, more or less.

EXHIBIT "A"
LEGAL DESCRIPTION
53-117051-01

Government Lots 2 through 7; southwest quarter of the northeast quarter; southeast quarter of the northwest quarter; east half of the southwest quarter; west half of the southeast quarter of Section 6, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 455.30 acres, more or less;

The West half, and the West half of the East half of Section 8, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 476.33 acres, more or less;

All of Section 12, Township 21 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona,

Containing 640.51 acres, more or less;

Government Lots 1 through 4; the Northeast quarter; the East half of the West half; and that portion of the Southeast quarter lying Northwesterly of the southerly line of the BNSF (formerly the Atchison, Topeka and Santa Fe) Railway right-of-way situated in Section 18, Township 21 North, Range 7 West, Gila and Salt River Meridian, Coconino County, Arizona,

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Containing 29.51 acres, more or less;

That portion of the North half of the North half of the Northeast quarter of Section 19, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, lying north of the south line of the Burlington Northern and Santa Fe Railway,

Containing 18.98 acres, more or less.

Total acres containing 2,251.20 acres, more or less.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Planning Development Manager

Date: 03/30/2016

Meeting Date: 04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-18: 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 77.8 acres located in Section 4, Township 21 North, Range 8 East, which land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing no city zoning for said land. ***(Picture Canyon Annexation)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue Public Hearing
2) Read Ordinance No. 2016-18 by title only for the first time
3) City Clerk reads Ordinance No. 2016-18 by title only for the first time (if approved above)
At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-18 by title only for the final time
5 City Clerk reads Ordinance No. 2016-18 by title for the final time (if approved above)
6) Adopt Ordinance No. 2016-18

Executive Summary:

An annexation request of approximately 77.8 acres currently part of the Picture Canyon Natural Preserve And Archeological Park owned by the City of Flagstaff.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

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

Has There Been Previous Council Decision on This:

The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

1. Approve the ordinance as proposed
2. Approve the ordinance with no conditions, additional conditions or modified conditions
3. Deny the ordinance

Background/History:

The Applicant, the City of Flagstaff Sustainability Program, on behalf of the property owner, the City of Flagstaff, is requesting an annexation of 77.8 acres, which is a part of the Picture Canyon Preserve and Archeological Park. With funding from the 2004 voter approved Open Space bond and a 2012 Growing Smarter Grant, the City of Flagstaff acquired Picture Canyon in October 2012 for the express purpose of preserving its unique historical, cultural, archeological, recreational, and educational resources. The canyon is an ecologically diverse riparian corridor and has a variety of native trees and plants. The area has many archeological resources with existing logging railroad features on the property eligible for listing on the National Register of Historic Places.

Key Considerations:

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. Currently the property is not zoned in the County so the property will come into the City with no zoning designation. A Zoning Map Amendment application to zone the parcel to Public Open Space (POS) zone with the Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and Rural Floodplain designation is proposed to further the preservation of the property and its resources. The Zoning Map Amendment application will be considered subsequent to review of the annexation application.

On February 24, 2016, the Planning & Zoning Commission concluded their review of the proposed annexation with a recommendation for approval, by a unanimous vote.

Community Benefits and Considerations:

Community benefits and considerations related to this Annexation request are addressed in the attached Planning & Zoning Commission staff report dated February 12, 2016.

Community Involvement:

Inform, Consult, Involve, Collaborate, Empower

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department and the Chair of the Board of Supervisors.

All property owners within 600-feet of this site were notified via mail of the zoning map amendment and annexation and asked to attend the Open Space Commission meeting on October 22, 2015. One individual inquired about these applications affecting the management plans for Picture Canyon.

Attachments: Planning & Zoning Commission Staff Report

Picture Canyon Application and Narrative
Picture Canyon Legal Description
County Zoning Letter
Ord. 2016-18

PLANNING AND DEVELOPMENT SERVICES DIVISION
ANNEXATION REPORT

PUBLIC HEARING
PZ-15-00134-01

DATE: February 12, 2016
MEETING DATE: February 24, 2016
REPORT BY: Tiffany Antol, AICP

REQUEST:

An annexation request of approximately 77.8 acres located in Section 4, Township 21 North, Range 8 East. The property is identified as Coconino County Assessor's Parcel Number 113-06-004. This annexation request is the first part of a two-part request. The second part of the request is a Zoning Map Amendment.

STAFF RECOMMENDATION:

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

PRESENT LAND USE:

The subject site consists of undeveloped land with no zoning designation under Coconino County jurisdiction.

PROPOSED LAND USE:

If this annexation is approved, the property will come into the City boundaries with no zoning designation because it currently has no zoning in Coconino County. The accompanying Zoning Map Amendment will place the subject property into the Public Opens Space (POS) zone with the Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and add the Rural Floodplain designation.

NEIGHBORHOOD DEVELOPMENT:

North: Single-family residences; Agricultural Residential, 5 acre minimum (AR-5) zone (County)
East: Single-family residences; Rural Residential (RR) zone (City)
South: El Paso Gas Pump Station; General (G) zone (County)
West: Coconino County Public Works Yard and Cinder Mine; Public Facility (PF) and Heavy Industrial (HI) zones (City)

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 Regional Plan 2030"; and Division 10-20.90 of the *Flagstaff Zoning Code*.

STAFF REVIEW:

INTRODUCTION/BACKGROUND:

The Applicant, the City of Flagstaff Sustainability Program, on behalf of the property owner, the City of Flagstaff, is requesting an annexation of 77.8 acres, which is a part of the Picture Canyon Preserve and Archeological Park. With funding from the 2004 voter approved Open Space bond and a 2012 Growing Smarter Grant, the City of Flagstaff acquired Picture Canyon in October 2012 for the express purpose of preserving its unique historical, cultural, archeological, recreational, and educational resources. The canyon is an ecologically diverse riparian corridor and has a variety of native trees and plants. The area has many archeological resources with existing logging railroad features on the property eligible

for listing on the National Register of Historic Places

This annexation is the first of a two-step process. The second being a Zoning Map Amendment request to establish zoning on the parcel, Public Open Space (POS) zone, Landmarks Overlay (LO) zone, and the Resource Protection Overlay (RPO) zone, and designate the parcel as Rural Floodplain. The Zoning Map Amendment application is being processed concurrently with this application but will not become effective until after the annexation has been completed.

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. Currently the property is not zoned in the County so the property will come into the City with no zoning designation.. A Zoning Map Amendment application to zone the parcel to Public Open Space (POS) zone with the Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and Rural Floodplain designation is proposed to further the preservation of the property and its resources. The Zoning Map Amendment application will be considered subsequent to review of the annexation application.

FLAGSTAFF REGIONAL PLAN CONFORMANCE:

Policy/Analysis

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

The *Flagstaff Regional Plan 2030 (FRP 2030),* Future Growth Illustration (Maps 21 and 22) designates the subject site as Park/Open Space. The proposal to rezone the subject properties to the Public Open Space (POS) zone is in conformance with the Regional Plan designation. Staff has identified the following Regional Plan Goals and Policies that could be applied to support the proposed annexation:

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

Summary of Regional Plan & Annexation Compliance

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

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:

Traffic and Access

No analysis was required.

Water and Wastewater

No analysis was required.

Stormwater

No stormwater improvements have been required.

Parks and Recreation

This zoning map amendment is not anticipated to have any impact to the City's parks or recreation systems.

ZONING REQUIREMENTS FOR PROPOSED ZONING:

As was noted above, the property, if annexed will need to be brought into the City with a zoning similar to the existing County zoning. In this case, the County has not applied zoning to this parcel, see attached letter from Coconino County in regards to the current zoning. The parcel will come into the City with no zoning. Arizona statues require that once annexed, the zoning is to remain in place for a period of 30 days. As a result, an ordinance modifying the zoning code must include an effective date 30 plus days after the annexation ordinance becomes effective. The Zoning Map Amendment application and the staff report have been provided in conjunction with this application.

OTHER REQUIREMENTS:

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department and the Chair of the Board of Supervisors.

All property owners within 600-feet of this site were notified via mail of the zoning map amendment and annexation and asked to attend the Open Space Commission meeting on October 22, 2015. One individual inquired about these applications affecting the management plans for Picture Canyon. Minutes for this meeting are attached.

RECOMMENDATION:

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

ATTACHMENTS:

- Application and narrative from applicant
- Annexation Legal Description and Map
- Zoning letter from Coconino County
- Public Hearing Legal Advertisements

Picture Canyon

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

Application for Annexation

File Number: PZ-15-00134-01

Date Received	Property Owner(s)	Title	Phone	Email
	Coconino County			
Mailing Address	2500 N. Fort Valley Rd. Bldg #1	City, State, Zip	Flagstaff AZ 86001	
Applicant	Betsy Emery	Title	Open Space Specialist	Phone 213.2154
Email	BEmery@flagstaffaz.gov			
Mailing Address	211 W. Aspen Ave.	City, State, Zip	Flagstaff AZ 86001	
Project Representative	Betsy Emery	Title	Phone 213.2154	Email BEmery@flagstaffaz.gov
Mailing Address	211 W. Aspen Ave	City, State, Zip	Flagstaff AZ 86001	

Site Address	Parcel number(s)	Subdivision, Tract & Lot Number
N/A	113-06-004	N/A

Existing Zoning District	Existing Regional Plan Land Use Category
NONE	PARK / OPEN SPACE
Proposed Zoning District	**Proposed Regional Plan Land Use Category**
NONE (POS)	N/A
Present Use	**Proposed Use**
VACANT	OPEN SPACE

Summarize Reason for Request (Attach additional sheets if necessary):

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
[signature]	2/8/16	[signature]	10/12/15

For City Use

Date Filed:	Fee Receipt Number:	Amount:	Date:

Type of Request: ☐ Annexation ☐ Continued

Publication and Posting Date(s): File Number:

Action by Planning and Zoning Commission:	Action by City Council
Hearing Date:	Hearing Date:
☐ Approved ☐ Continued ☐ Denied	☐ Approved ☐ Continued ☐ Denied

Staff Assignments	Planning	Engineering	Fire	Stormwater	Utilites/PW
	Tiffany	[signature]	Kent	Chris	Jim

Project Narrative for Rezone and Annexation of Parcels 113-06-004 ("Picture Canyon")

As critical riparian habitat, a popular recreation corridor, and home to over 125 Northern Sinaguan petroglyph panels, Picture Canyon is a natural and cultural amenity for northern Arizona. Efforts to protect Picture Canyon began decades ago and continue today. In June 2011, the City Council adopted Resolution 2011-22 supporting the preservation of Picture Canyon. In August 2011, the City of Flagstaff Open Spaces Commission approved the use the of the remaining $3.18 million Open Space bond funds for the acquisition of Picture Canyon. In April 2012, the State Land Commissioner ordered that Picture Canyon be reclassified as suitable for conservation purposes. As directed by Council in June 2012, the City submitted the Growing Smarter Grant application. On September 20, 2012, the Arizona State Parks Board awarded the City of Flagstaff $2.389 million to go towards the costs of acquiring Picture Canyon for conservation purposes.

The City of Flagstaff acquired the 77.8 acre parcel in October 2012 using funds from the Arizona State Parks Growing Smarter State Trust Land Acquisition Grant Program for the purpose of conserving Picture Canyon as open space for the community given the significant types of cultural and natural resources present on the property.

City-owned parcel 113-06-004 is currently not zoned in Coconino County. Staff proposes annexing this property into City limits in order to streamline the management requirements for the property.

Additionally, staff proposes rezoning the parcel to "Public Open Space" to reflect the purpose of the acquisition and its designation as open space. "Public Open Space" zoning limits the type of development that can be done on the property and therefore adds an additional layer of protection to Picture Canyon Natural and Cultural Preserve.

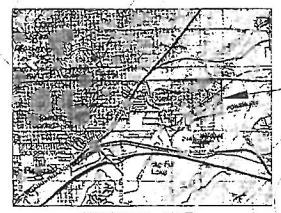
Project Narrative for Rezoning Parcel 113-06-003 ("Picture Canyon")

As critical riparian habitat, a popular recreation corridor, and home to over 125 Northern Sinaguan petroglyph panels, Picture Canyon is a natural and cultural amenity for northern Arizona. Efforts to protect Picture Canyon began decades ago and continue today. In June 2011, the City Council adopted Resolution 2011-22 supporting the preservation of Picture Canyon. In August 2011, the City of Flagstaff Open Spaces Commission approved the use the of the remaining $3.18 million Open Space bond funds for the acquisition of Picture Canyon. In April 2012, the State Land Commissioner ordered that Picture Canyon be reclassified as suitable for conservation purposes. As directed by Council in June 2012, the City submitted the Growing Smarter Grant application. On September 20, 2012, the Arizona State Parks Board awarded the City of Flagstaff $2.389 million to go towards the costs of acquiring Picture Canyon for conservation purposes.

3619158 | #3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

SCHEDULE B - EXCEPTIONS

FROM COMMITMENT FOR TITLE INSURANCE, ISSUED BY PIONEER TITLE AGENCY, INC. ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012

ITEM NO.	DESCRIPTION	NOTES
1	ANY ACTIONS TAX ASSESSMENTS	INDETERMINATE
2	RIGHT OF ENTRY RESERVED	INDETERMINATE
3	EASEMENTS AND RIGHTS	SHOWN HEREON
4	EASEMENTS AND RIGHTS	INDETERMINATE
5	EASEMENTS AND RIGHTS	INDETERMINATE
6	AGREEMENT ACCORDING TO TERMS	INDETERMINATE
7	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
8	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
9	THE EFFECT OF RESOLUTION	INDETERMINATE
10	GRAZING LEASE	INDETERMINATE
11	RIGHT OF WAY	INDETERMINATE
12	RIGHT OF WAY	SHOWN HEREON
13	RIGHT OF WAY	INDETERMINATE
14	RIGHT OF WAY	INDETERMINATE
15	RIGHT OF WAY	SHOWN HEREON
16	RIGHT OF WAY	SHOWN HEREON
17	RIGHT OF WAY	SHOWN HEREON
18	RIGHT OF WAY	SHOWN HEREON
19	RIGHT OF WAY	SHOWN HEREON
20	RIGHT OF WAY	SHOWN HEREON
21	RIGHT OF WAY	SHOWN HEREON
22	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
23	APPLICATION FOR RIGHT OF WAY	SHOWN HEREON
24	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
25	RIGHTS AS DISCLOSED	INDETERMINATE
26	AMBIGUITY OF THE DESCRIPTION	SHOWN HEREON
27	RESERVATION OR EXCEPTIONS	INDETERMINATE
28	WATER RIGHTS, CLAIMS OR TITLE	INDETERMINATE

LEGAL DESCRIPTION:

FROM EXHIBIT A, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

Section 4, Township 21 North, Range 8 East, Gila & Salt River Base of Meridian, Coconino County, Arizona;

EXCEPT the South half of the Southwest quarter, (of the Southwest quarter), and the Southeast quarter of the Southeast quarter of the Southwest quarter of said Section 4; AND

EXCEPT the East half of the Southwest quarter of the Northwest quarter of the Southwest quarter; the Southeast quarter of the Northwest quarter of the Southwest quarter; the East half of the Northwest quarter of the Southwest quarter of the Southwest quarter; the Northeast quarter of the Southwest quarter of the Southwest quarter; the West 272.15 feet of the West half of the Southwest quarter of the Northeast quarter of the Southwest quarter; and the West 272.15 feet of the West half of the Northwest quarter of the Southeast quarter of the Southeast quarter of said Section 4; AND

EXCEPT a portion of the South half of said Section 4 lying Southerly of "an electric transmission line".

EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

BASIS OF BEARING AND COORDINATE SYSTEM:

LINEAR UNIT: INTERNATIONAL FOOT
GEODETIC DATUM: NAD 83 - ARIZONA
VERTICAL DATUM: NAVD88 (CONUS)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION SYSTEM

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 57' 00" W
NORTHING AT GRID ORIGIN: 0.000 FT
EASTING AT CENTRAL MERIDIAN: 70,000.00 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

THIS SURVEY WAS CONDUCTED USING GPS REFERENCED TO NGS (NATIONAL GEODETIC SURVEY) OPUS (ON-LINE POSITIONING SYSTEM) AND CONSTRAINED TO A LEAST-SQUARES ADJUSTMENT WITH AN ESTIMATED ACCURACY OF 95% CONFIDENCE LEVEL.

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE LOW DISTORTION PROJECTION DEFINITION. THIS PROJECTION IS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF PID No. 1425301 USING GPS WITH NGS GEOID MODEL "GEOID09".

NOTES:

AS TO THE MATTERS SHOWN HEREON, THE WLB GROUP INC. HAS RELIED SOLELY ON THE COMMITMENT FOR TITLE INSURANCE PREPARED AND ISSUED BY PIONEER TITLE AGENCY, INC. (ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012). THE WLB GROUP INC. AND THOMAS J. BUTLER, R.L.S. MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 3, 15, AND 16, THE LOCATION OF THE 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 12, THE LOCATION OF THE SPECIAL LAND USE PERMIT (SLUP) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 13, THE LOCATION OF THE RIGHT OF WAY (ROW) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION FROM THE CITY OF FLAGSTAFF GEOGRAPHICAL INFORMATION SYSTEM (GIS) AND BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 18, THE LOCATION OF THE 30 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 21 AND 23, THE LOCATION OF THE 10 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION AND SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 26, THE LEGAL DESCRIPTION HAS BEEN CORRECTED AS SHOWN HEREON WITH ITALIC AND PARENTHESES TO DESCRIBE THE AREA OF THIS SURVEY.

AS TO ALL EASEMENTS AND RIGHT OF WAY SHOWN HEREON, THEY ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

AS TO THE SCHEDULE B ITEMS LISTED HEREON AS INDETERMINATE, THESE ITEMS WERE EITHER NOT FURNISHED BY THE TITLE COMPANY OR DID NOT HAVE SUFFICIENT METES AND BOUNDS DESCRIPTIONS TO CONVEY THE LOCATIONS ON THIS SURVEY.

LEGAL DESCRIPTION:

FURNISHED BY SURVEYOR, Item 4, SCHEDULE B REQUIREMENTS, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

The following is a legal description of a parcel land lying within Section 4, Township 21 North, Range 8 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Being the TRUE POINT OF BEGINNING at a found 3" BLM brass cap "T21N, R8E, S33/S34/S4/S3, T21N, 1987" at the northeast corner of said Section;

Thence South 00°32'59" West along the east line of said Section, a distance of 2735.65 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the east quarter corner of said Section, from which a found 2 1/2" aluminum cap "W.C. 1/4, S4/S3, 1984" bears South 00°16'05" West, a distance of 5.00 feet;

Thence continuing along said line South 00°16'05" West, a distance of 893.94 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the northerly line of the Arizona Public Service 100.00 feet Right of Way;

Thence South 78°21'20" West along said Right of Way line, a distance of 2257.64 feet to a set 1/2" rebar with aluminum cap "LS 40640";

Thence continuing along said Right of Way line South 57°61'20" West, a distance of 573.50 feet to a set 1/2" rebar with aluminum cap "LS 40640" on a line parallel with and 100.00 feet east of the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence South 00°13'09" East along said parallel line, a distance of 688.17 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the south line of said Section;

Thence North 89°43'35" West along said Section line, a distance of 100.00 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the southeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 00°13'32" West along the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 958.38 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the northeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 89°53'06" West along the north line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 343.31 feet to a found 2" square metal plate in concrete "+ S.E. COR" at the southeast corner of the El Paso Natural Gas property;

Thence North 00°13'13" West along the east line of said property, a distance of 1314.62 feet to a found 2" square metal plate in concrete "+ N.E. COR" at the northeast corner of said property;

Thence South 89°37'35" West, along the north line of said property, a distance of 1268.42 feet to a found 2" square metal plate in concrete "+ N.W. COR" at the northwest corner of said property;

Thence South 00°14'30" East along the west line of said property, a distance of 1308.38 feet to a found 2" square metal plate in concrete "+" at the southwest corner of said property;

Thence North 89°54'04" West along the north line of the southwest quarter of the southwest quarter of the southwest quarter of said Section, a distance of 330.63 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the west line of said Section;

Thence North 00°16'31" West along said Section line, a distance of 1254.81 feet to a found 2 1/2" aluminum cap "T21N, R8E, 1/4, S3/S4, LS 14671, 1868" at the west quarter corner of said Section;

Thence continuing along said Section Line North 00°21'36" West, a distance of 2666.04 feet to a found 2 1/2" aluminum cap "T21N, S32/S33/S3/S4, T20N, LS 9431, 1979" at northeast corner of said Section;

Thence North 88°43'58" East along the north line of said Section, a distance of 2654.52 feet to a found 3" BLM brass cap "T21N, R8E, 1/4, S3/S4, T21N, 1987" at the north quarter-corner of said Section;

Thence continuing along said Section line North 89°16'14" East, a distance of 2655.34 feet to the TRUE POINT OF BEGINNING.

Containing 41.90 Acres, more or less

CERTIFICATION:

To The City of Flagstaff, Pioneer Title Agency, Inc., Get Republic National Title Insurance Company, and the State of Arizona, a Body Politic:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 10, 11(a), 11(b), 13, 16, 17, 20(a), and 20(b) of Table A thereof. The field work was completed on 02/13/2012.

Date: 02/15/2012

Thomas J. Butler R.L.S. 40640)

Instrument # 3619158 1 of 3
Recording At The Request Of
THE WLB GROUP
Date 2012-02-24 14:13:
Records of Coconino County, AZ
Candace Owens, County Recorder

Instrument # 3619158 | #3
Recorded At The Request Of:
The WLB Group Inc
Date: 2-24-2012
Records of Coconino County
Candace Owens, County Recorder

Official Records of Coconino County, AZ
Candace Owens - Recorder on 02-24-2012 at 14:13 pm Pg: 3
3619158

NO	DATE	REVISIONS

The WLB Group, INC. Engineers, Planners, Surveyors 123 W. Aspen Street, Flagstaff, AZ 86001 (928) 779-1388

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON
COVER SHEET

DESIGNED BY:	TJB	12
DRAWN BY:	TJB	13
CHECK BY:		
DATE:	2/15/2012	
FB:		
DATE:		

PROJECT NO.
311019A002

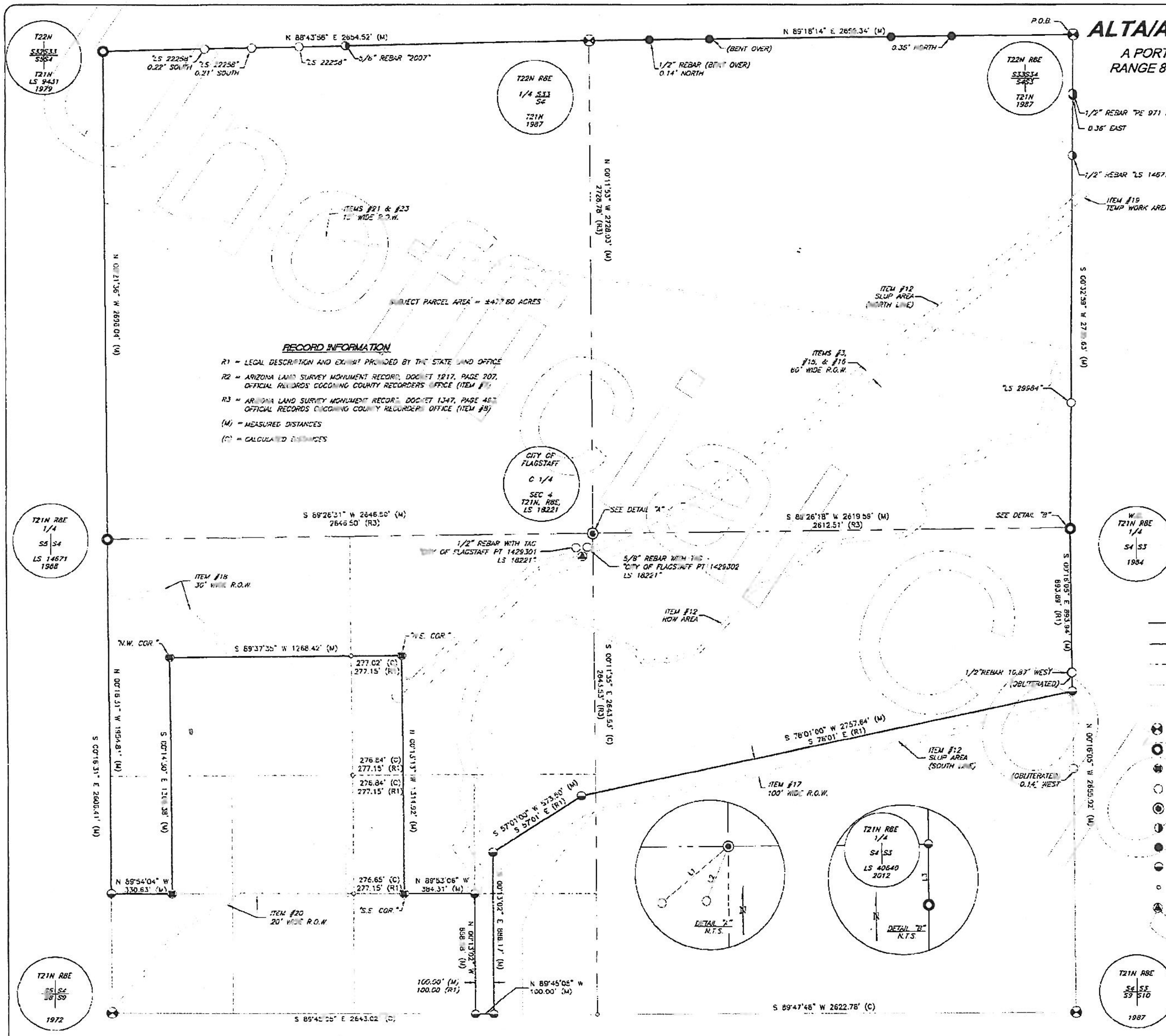
SHEET 1 OF 3

1-800-782-5348
Blue Stake, Inc.

3619158 2 of 3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



LINE	BEARING	DISTANCE
L1(M)	S 49°36'29" W	20.54'
L1(R2)	SW	20.52'
L2(M)	S 21°59'25" W	81.16'
L2(R2)	SOUTHERLY	81.21'
L3(M)	S 00°16'05" E	5.00'
L3(R3)	SOUTH	5.00'

GRAPHIC SCALE

(IN FEET)
1 inch = 250 ft.

Instrument 3619158 2 of 3
Recorded at the Request of The WLB Group, Inc
Date 2-24-2012
Records of Coconino County
Coconino County Recorder

LEGEND

- SUBJECT PROPERTY LINE
- MID-SECTION LINE
- ALIQUOT LINE
- ADJOINER PROPERTY LINE
- EASEMENT/RIGHT OF WAY LINE
- FOUND 3" BLM BRASS CAP ON 2" PIPE (AS NOTED)
- FOUND 2 1/2" U.S.F.S. ALUMINUM CAP ON 2" PIPE (AS NOTED)
- FOUND 2" X 2" METAL PLATE "+" IN CONCRETE (AS NOTED)
- FOUND 1/2" REBAR WITH PLASTIC CAP (AS NOTED)
- FOUND 2 1/2" ALUMINUM CAP ON 2" PIPE (AS NOTED)
- FOUND REBAR WITH ALUMINUM CAP (AS NOTED)
- FOUND 5/8" REBAR (UNLESS OTHERWISE NOTED)
- SET 1/2" REBAR WITH ALUMINUM CAP "LS 40640" (UNLESS OTHERWISE NOTED)
- CALCULATED POINT (NOTHING FOUND OR SET)
- SET 1/2" REBAR (CONTROL POINT)

1-800-782-5348

NO.	DATE	ITEM

REVISIONS

The WLB Group Inc. — Engineering • Planning • Surveying, Landscape Architecture • Urban Design. Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV. 573 N. Beaver Street, Flagstaff, AZ 86001 PH(928) 779-1500

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON

GEOMETREY SHEET

DESIGNED BY: TD
DRAWN BY: TB,CT
CHECK BY: TD
DATE: FEB 2012

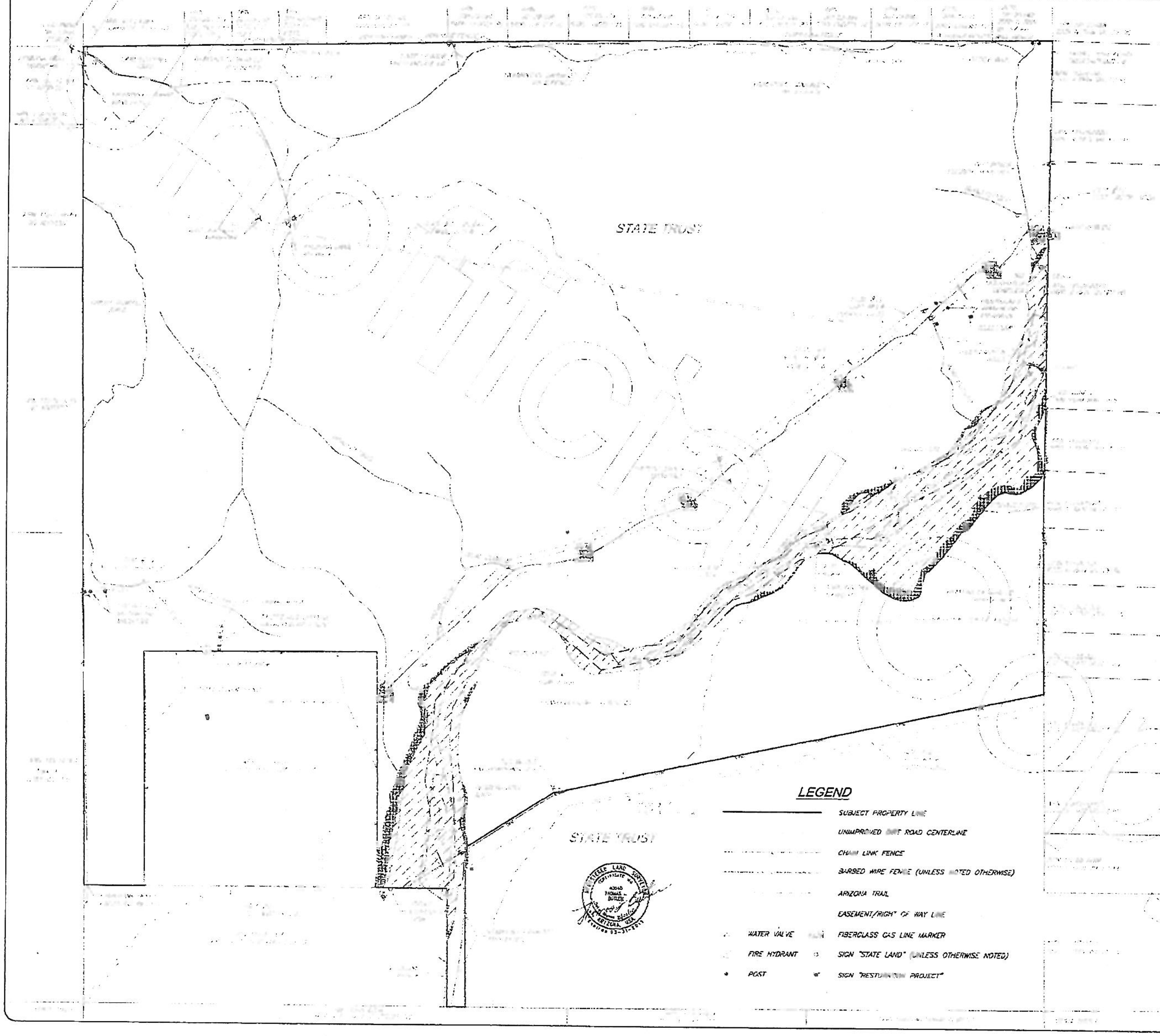
PROJECT NO. 311019A002

SHEET 2 OF 3

3619158 3 of 3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



LEGEND

	SUBJECT PROPERTY LINE
	UNIMPROVED DIRT ROAD CENTERLINE
	CHAIN LINK FENCE
	BARBED WIRE FENCE (UNLESS NOTED OTHERWISE)
	ARIZONA TRAIL
	EASEMENT/RIGHT OF WAY LINE
WATER VALVE	FIBERGLASS GAS LINE MARKER
FIRE HYDRANT	SIGN "STATE LAND" (UNLESS OTHERWISE NOTED)
POST	SIGN "RESTORATION PROJECT"

Instrument # 3619158 3 of 3
Recorded at the Request of
The WLB Group Inc
Date 2-24-2012
Records of Coconino County
Candace Owens, County Recorder

NOTES:

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND APPURTENANCES LOCATED AT THE TIME THE FIELD SURVEY WAS BEING CONDUCTED AND INFORMATION OBTAINED FROM CITY OF FLAGSTAFF GIS.

UNLESS LABELED HEREON, THE ADJOINING PARCEL FENCE LINES DO NOT ENCROACH ACROSS THE SUBJECT PARCEL.

REMAINS OF BARBED WIRE FENCE LINES SHOWN HEREON ARE BASED ON FIELD LOCATIONS OF EXISTING FENCE, OLD WIRE FOUND ON THE GROUND, AND OLD POST.

THE CENTERLINE OF UNIMPROVED DIRT ROADS SHOWN HEREON ARE BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE CENTERLINE OF RIO DE FLAG SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE ROADS LABELED HEREON AS CLOSED HAD A SIGN OR LOG BARRIER ACROSS THEM TO PREVENT ACCESS.

THE CENTERLINE OF THE ARIZONA TRAIL SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE LANDSCAPE AREA SHOWN HEREON DID NOT HAVE ANY PERMANENT FEATURES OR EARTHWORK OBSERVED AT THE TIME THE FIELD SURVEY WAS BEING CONDUCTED.

THE EARTH WORKED AREA SHOWN HEREON IS BASED ON GOOGLE EARTH IMAGE DATED JUNE 2011 AND IS AN AREA OF EXCAVATION FOR CINDERS.

THE WELL/PUMP SHOWN HEREON SHOULD BE VERIFIED BY A PROFESSIONAL AS TO WHAT EXACTLY IT IS.

THE ADDRESS AND LINE WORK OF THE ADJOINING PARCELS SHOWN HEREON ARE BASED ON CITY OF FLAGSTAFF GIS AND ARE FOR REFERENCE ONLY.

THE EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE INFORMATION AS NOTED ON SHEET 1 AND ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

THE FEMA FLOOD ZONES AND FLOODWAY SHOWN HEREON ARE BASED ON A SCALED IMAGE OF FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04005C6831G, EFFECTIVE DATE SEPTEMBER 3, 2010.

ZONE AE = AREA OF SPECIAL FLOOD HAZARD SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATION DETERMINED.

ZONE X = AREA OF 0.2% ANNUAL CHANCE FLOOD; AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

FLOODWAY AREA IN ZONE AE = THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENTS SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.

1-800-782-5348

DESIGNED BY:	JD
DRAWN BY:	TB,CT
CHECK BY:	JD
DATE:	FEB 2012
BY:	
DATE:	

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON

TOPOGRAPHY SHEET

The WLB Group Inc

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
523 N. Beaver Street, Flagstaff, AZ 86001
PH(928) 779-1500

NO.	DATE	ITEM

REVISIONS

PROJECT NO. 311019A002

SHEET	OF
3	3

COCONINO
COUNTY ARIZONA
COMMUNITY DEVELOPMENT

September 23, 2015
RE: APN 113-06-004

Dear Ms. Antol,

Based on extensive research of records at Coconino County, it has been determined that there is no zoning on parcel 113-06-004. Should the property owner wish to have zoning applied to the parcel, a zone change would be required.

Please let me know if you have any questions.

Sincerely,

Kate Morley, Senior Planner
Community Development
2500 N. Fort Valley Rd, Bld #1
Flagstaff, AZ 86001

ORDINANCE NO. 2016-18

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 77.8 ACRES LOCATED IN SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING NO CITY ZONING FOR SAID LAND; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, petitioner owns parcel APN 113-06-004 located in Section 4, Township 21 North, Range 8 East, consisting of a total of 77.8 acres of land which are located within Coconino County, Arizona, as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A, 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 Exhibit A; and

WHEREAS, the Petition sets 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 the 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 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 Regional Plan 2030 ratified May 20, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that: The annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

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

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

> See attached Exhibit A which are incorporated herein by this reference.

SECTION 2. That the territory described in Exhibit A 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 113-06-004 shall have no zoning designation
2. All annexed parcels shall be placed in the City of Flagstaff Lighting Zone 3 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. 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 7. 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 8. This Ordinance shall become effective thirty (30) days after adoption by the Flagstaff City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, Arizona, this 19th day of April 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

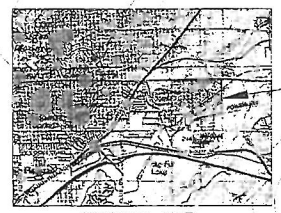
APPROVED AS TO FORM:

_____
CITY ATTORNEY

3619158 | #3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

SCHEDULE B - EXCEPTIONS

FROM COMMITMENT FOR TITLE INSURANCE, ISSUED BY PIONEER TITLE AGENCY, INC. ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012

ITEM NO.	DESCRIPTION	NOTES
1	ANY ACTIONS TAX ASSESSMENTS	INDETERMINATE
2	RIGHT OF ENTRY RESERVED	INDETERMINATE
3	EASEMENTS AND RIGHTS	SHOWN HEREON
4	EASEMENTS AND RIGHTS	INDETERMINATE
5	EASEMENTS AND RIGHTS	INDETERMINATE
6	AGREEMENT ACCORDING TO TERMS	INDETERMINATE
7	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
8	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
9	THE EFFECT OF RESOLUTION	INDETERMINATE
10	GRAZING LEASE	INDETERMINATE
11	RIGHT OF WAY	INDETERMINATE
12	RIGHT OF WAY	SHOWN HEREON
13	RIGHT OF WAY	INDETERMINATE
14	RIGHT OF WAY	INDETERMINATE
15	RIGHT OF WAY	SHOWN HEREON
16	RIGHT OF WAY	SHOWN HEREON
17	RIGHT OF WAY	SHOWN HEREON
18	RIGHT OF WAY	SHOWN HEREON
19	RIGHT OF WAY	SHOWN HEREON
20	RIGHT OF WAY	SHOWN HEREON
21	RIGHT OF WAY	SHOWN HEREON
22	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
23	APPLICATION FOR RIGHT OF WAY	SHOWN HEREON
24	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
25	RIGHTS AS DISCLOSED	INDETERMINATE
26	AMBIGUITY OF THE DESCRIPTION	SHOWN HEREON
27	RESERVATION OR EXCEPTIONS	INDETERMINATE
28	WATER RIGHTS, CLAIMS OR TITLE	INDETERMINATE

LEGAL DESCRIPTION:

FROM EXHIBIT A, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

Section 4, Township 21 North, Range 8 East, Gila & Salt River Base of Meridian, Coconino County, Arizona;

EXCEPT the South half of the Southwest quarter, (of the Southwest quarter), and the Southeast quarter of the Southeast quarter of the Southwest quarter of said Section 4; AND

EXCEPT the East half of the Southwest quarter of the Northwest quarter of the Southwest quarter; the Southeast quarter of the Northwest quarter of the Southwest quarter; the East half of the Northwest quarter of the Southwest quarter of the Southwest quarter; the Northeast quarter of the Southwest quarter of the Southwest quarter; the West 272.15 feet of the West half of the Southwest quarter of the Northeast quarter of the Southwest quarter; and the West 272.15 feet of the West half of the Northwest quarter of the Southeast quarter of the Southeast quarter of said Section 4; AND

EXCEPT a portion of the South half of said Section 4 lying Southerly of "an electric transmission line".

EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

BASIS OF BEARING AND COORDINATE SYSTEM:

LINEAR UNIT: INTERNATIONAL FOOT
GEODETIC DATUM: NAD 83 - ARIZONA
VERTICAL DATUM: NAVD88 (CONUS)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION SYSTEM

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 57' 00" W
NORTHING AT GRID ORIGIN: 0.000 FT
EASTING AT CENTRAL MERIDIAN: 70,000.00 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

THIS SURVEY WAS CONDUCTED USING GPS REFERENCED TO NGS (NATIONAL GEODETIC SURVEY) OPUS (ON-LINE POSITIONING SYSTEM) AND CONSTRAINED TO A LEAST-SQUARES ADJUSTMENT WITH AN ESTIMATED ACCURACY OF 95% CONFIDENCE LEVEL.

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE LOW DISTORTION PROJECTION DEFINITION. THIS PROJECTION IS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF PID No. 1425301 USING GPS WITH NGS GEOID MODEL "GEOID09".

NOTES:

AS TO THE MATTERS SHOWN HEREON, THE WLB GROUP INC. HAS RELIED SOLELY ON THE COMMITMENT FOR TITLE INSURANCE PREPARED AND ISSUED BY PIONEER TITLE AGENCY, INC. (ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012). THE WLB GROUP INC. AND THOMAS J. BUTLER, R.L.S. MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 3, 15, AND 16, THE LOCATION OF THE 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 12, THE LOCATION OF THE SPECIAL LAND USE PERMIT (SLUP) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 13, THE LOCATION OF THE RIGHT OF WAY (ROW) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION FROM THE CITY OF FLAGSTAFF GEOGRAPHICAL INFORMATION SYSTEM (GIS) AND BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 18, THE LOCATION OF THE 30 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 21 AND 23, THE LOCATION OF THE 10 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION AND SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 26, THE LEGAL DESCRIPTION HAS BEEN CORRECTED AS SHOWN HEREON WITH ITALIC AND PARENTHESES TO DESCRIBE THE AREA OF THIS SURVEY.

AS TO ALL EASEMENTS AND RIGHT OF WAY SHOWN HEREON, THEY ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

AS TO THE SCHEDULE B ITEMS LISTED HEREON AS INDETERMINATE, THESE ITEMS WERE EITHER NOT FURNISHED BY THE TITLE COMPANY OR DID NOT HAVE SUFFICIENT METES AND BOUNDS DESCRIPTIONS TO CONVEY THE LOCATIONS ON THIS SURVEY.

LEGAL DESCRIPTION:

FURNISHED BY SURVEYOR, Item 4, SCHEDULE B REQUIREMENTS, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

The following is a legal description of a parcel land lying within Section 4, Township 21 North, Range 8 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Being the TRUE POINT OF BEGINNING at a found 3" BLM brass cap "T21N, R8E, S33/S34/S4/S3, T21N, 1987" at the northeast corner of said Section;

Thence South 00°32'59" West along the east line of said Section, a distance of 2735.65 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the east quarter corner of said Section, from which a found 2 1/2" aluminum cap "W.C. 1/4, S4/S3, 1984" bears South 00°16'05" West, a distance of 5.00 feet;

Thence continuing along said line South 00°16'05" West, a distance of 893.94 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the northerly line of the Arizona Public Service 100.00 feet Right of Way;

Thence South 78°21'20" West along said Right of Way line, a distance of 2257.64 feet to a set 1/2" rebar with aluminum cap "LS 40640";

Thence continuing along said Right of Way line South 57°61'20" West, a distance of 573.50 feet to a set 1/2" rebar with aluminum cap "LS 40640" on a line parallel with and 100.00 feet east of the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence South 00°13'09" East along said parallel line, a distance of 688.17 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the south line of said Section;

Thence North 89°43'35" West along said Section line, a distance of 100.00 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the southeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 00°13'32" West along the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 958.38 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the northeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 89°53'06" West along the north line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 343.31 feet to a found 2" square metal plate in concrete "+ S.E. COR" at the southeast corner of the El Paso Natural Gas property;

Thence North 00°13'13" West along the east line of said property, a distance of 1314.62 feet to a found 2" square metal plate in concrete "+ N.E. COR" at the northeast corner of said property;

Thence South 89°37'35" West, along the north line of said property, a distance of 1268.42 feet to a found 2" square metal plate in concrete "+ N.W. COR" at the northwest corner of said property;

Thence South 00°14'30" East along the west line of said property, a distance of 1308.38 feet to a found 2" square metal plate in concrete "+" at the southwest corner of said property;

Thence North 89°54'04" West along the north line of the southwest quarter of the southwest quarter of the southwest quarter of said Section, a distance of 330.63 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the west line of said Section;

Thence North 00°16'31" West along said Section line, a distance of 1254.81 feet to a found 2 1/2" aluminum cap "T21N, R8E, 1/4, S3/S4, LS 14671, 1868" at the west quarter corner of said Section;

Thence continuing along said Section Line North 00°21'36" West, a distance of 2666.04 feet to a found 2 1/2" aluminum cap "T21N, S32/S33/S3/S4, T20N, LS 9431, 1979" at northeast corner of said Section;

Thence North 88°43'58" East along the north line of said Section, a distance of 2654.52 feet to a found 3" BLM brass cap "T21N, R8E, 1/4, S3/S4, T21N, 1987" at the north quarter-corner of said Section;

Thence continuing along said Section line North 89°16'14" East, a distance of 2655.34 feet to the TRUE POINT OF BEGINNING.

Containing 41.90 Acres, more or less

CERTIFICATION:

To The City of Flagstaff, Pioneer Title Agency, Inc., Get Republic National Title Insurance Company, and the State of Arizona, a Body Politic:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 10, 11(a), 11(b), 13, 16, 17, 20(a), and 20(b) of Table A thereof. The field work was completed on 02/13/2012.

Date: 02/15/2012

Thomas J. Butler R.L.S. 40640)

Instrument # 3619158 1 of 3
Recording At The Request Of
THE WLB GROUP
Date 2012-02-24 14:13:
Records of Coconino County, AZ
Candace Owens, County Recorder

Instrument # 3619158 | #3
Recorded At The Request Of:
The WLB Group Inc
Date: 2-24-2012
Records of Coconino County
Candace Owens, County Recorder

Official Records of Coconino County, AZ
Candace Owens - Recorder on 02-24-2012 at 14:13 pm Pg: 3
3619158

NO	DATE	REVISIONS

The WLB Group, INC. Engineers, Planners, Surveyors 123 W. Aspen Street, Flagstaff, AZ 86001 (928) 779-1388

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON
COVER SHEET

DESIGNED BY:	TJB	12
DRAWN BY:	TJB	13
CHECK BY:		
DATE:	2/15/2012	
FB:		
DATE:		

PROJECT NO.
311019A002

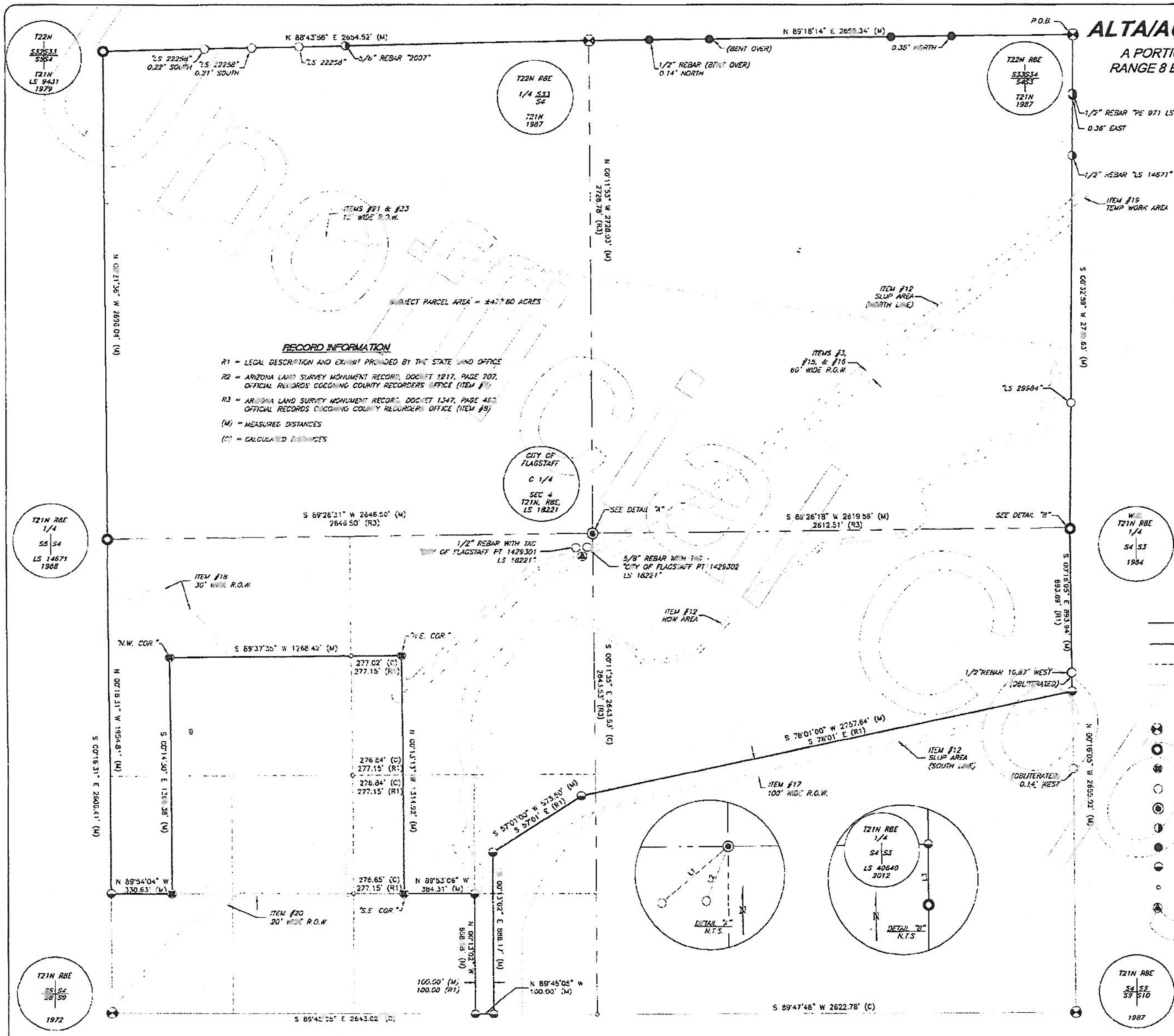
SHEET 1 OF 3

1-800-782-5348
Blue Stake, Inc.

3619158 2 of 3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



GRAPHIC SCALE

(IN FEET)
1 inch = 250 ft.

LINE DATA		
LINE	BEARING	DISTANCE
L1(M)	S 49°36'29" W	120.54'
L1(R2)	SW	120.52'
L2(M)	S 21°59'25" W	81.16'
L2(R2)	SOUTHERLY	81.21'
L3(M)	S 00°16'05" E	5.00'
L3(R3)	SOUTH	5.00'

Instrument # 3619158 2 of 3
Recorded at the Request of The WLB Group, Inc
Date 2-24-2012
Records of Coconino County
Candace Owens County Recorder

LEGEND

- SUBJECT PROPERTY LINE
- MID-SECTION LINE
- ALIQUOT LINE
- ADJOINER PROPERTY LINE
- EASEMENT/RIGHT OF WAY LINE
- FOUND 3" BLM BRASS CAP ON 2" PIPE (AS NOTED)
- FOUND 2 1/2" U.S.F.S. ALUMINUM CAP ON 2" PIPE (AS NOTED)
- FOUND 2" x 2" METAL PLATE "+" IN CONCRETE (AS NOTED)
- FOUND 1/2" REBAR WITH PLASTIC CAP (AS NOTED)
- FOUND 2 1/2" ALUMINUM CAP ON 2" PIPE (AS NOTED)
- FOUND REBAR WITH ALUMINUM CAP (AS NOTED)
- FOUND 5/8" REBAR (UNLESS OTHERWISE NOTED)
- SET 1/2" REBAR WITH ALUMINUM CAP "LS 40640" (UNLESS OTHERWISE NOTED)
- CALCULATED POINT (NOTHING FOUND OR SET)
- SET 1/2" REBAR (CONTROL POINT)

1-800-782-5348

NO.	DATE	ITEM
REVISIONS		

The WLB Group Inc. — Engineering • Planning • Surveying, Landscape Architecture • Urban Design. Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV. 573 N. Beaver Street, Flagstaff, AZ 86001 PH(928) 779-1500

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON
GEOMETREY SHEET

DESIGNED BY: TB
DRAWN BY: TB,CT
CHECK BY: TB
DATE: FEB 2012

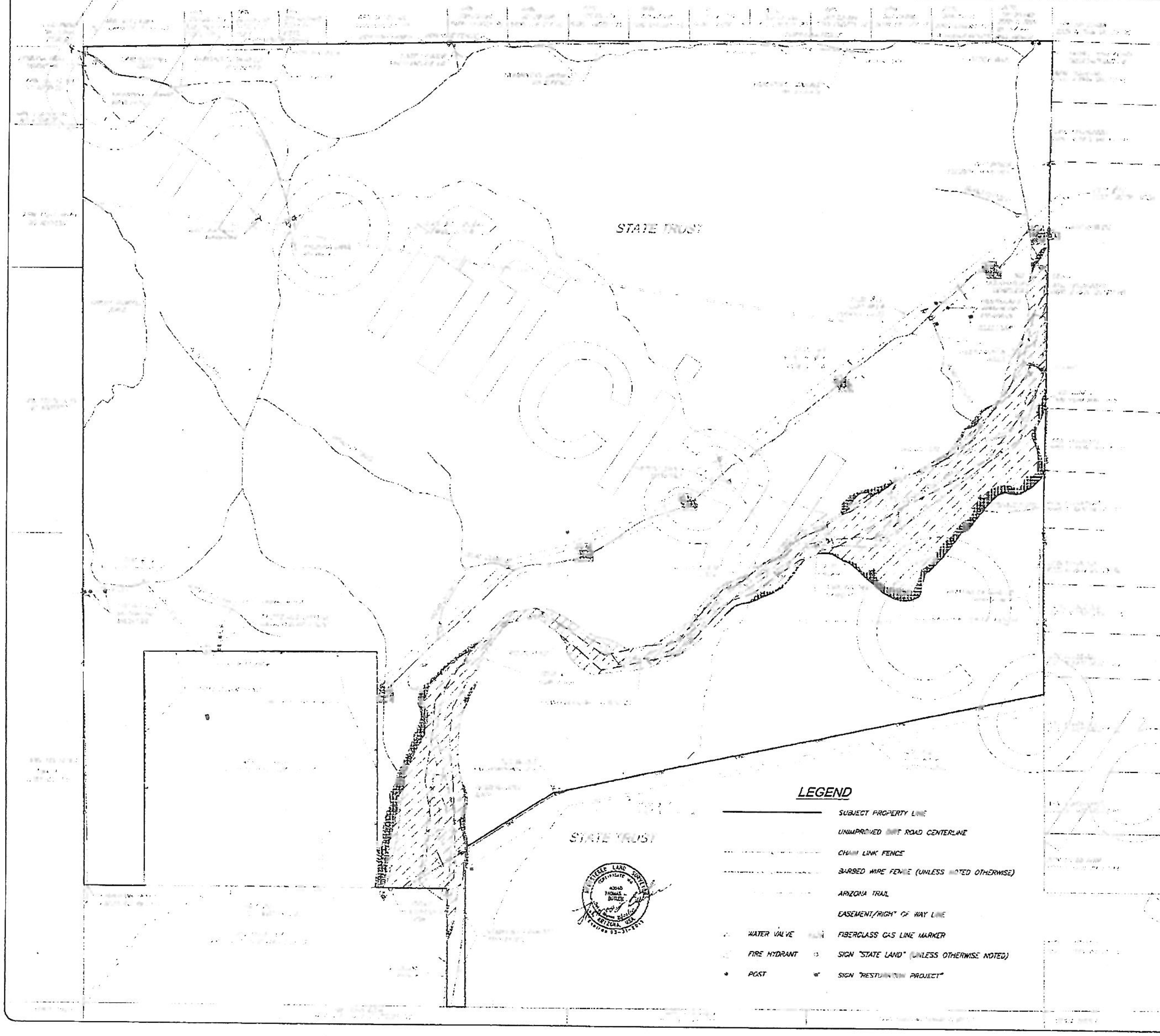
PROJECT NO. 311015A002
SHEET 2 OF 3

3619158 Pages: 2 of 3 02/24/2012 08:53:19 AM

3619158 3 of 3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



Instrument # 3619158 3 of 3
Recorded at the Request of
The WLB Group Inc
Date 2-24-2012
Records of Coconino County
Candace Owens, County Recorder

LEGEND

- SUBJECT PROPERTY LINE
- UNIMPROVED DIRT ROAD CENTERLINE
- CHAIN LINK FENCE
- BARBED WIRE FENCE (UNLESS NOTED OTHERWISE)
- ARIZONA TRAIL
- EASEMENT/RIGHT OF WAY LINE
- WATER VALVE
- FIBERGLASS GAS LINE MARKER
- FIRE HYDRANT
- SIGN "STATE LAND" (UNLESS OTHERWISE NOTED)
- POST
- SIGN "RESTORATION PROJECT"

NOTES:

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND APPURTENANCES LOCATED AT THE TIME THE FIELD SURVEY WAS BEING CONDUCTED AND INFORMATION OBTAINED FROM CITY OF FLAGSTAFF GIS.

UNLESS LABELED HEREON, THE ADJOINING PARCEL FENCE LINES DO NOT ENCROACH ACROSS THE SUBJECT PARCEL.

REMAINS OF BARBED WIRE FENCE LINES SHOWN HEREON ARE BASED ON FIELD LOCATIONS OF EXISTING FENCE, OLD WIRE FOUND ON THE GROUND, AND OLD POST.

THE CENTERLINE OF UNIMPROVED DIRT ROADS SHOWN HEREON ARE BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE CENTERLINE OF RIO DE FLAG SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE ROADS LABELED HEREON AS CLOSED HAD A SIGN OR LOG BARRIER ACROSS THEM TO PREVENT ACCESS.

THE CENTERLINE OF THE ARIZONA TRAIL SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE LANDSCAPE AREA SHOWN HEREON DID NOT HAVE ANY PERMANENT FEATURES OR EARTHWORK OBSERVED AT THE TIME THE FIELD SURVEY WAS BEING CONDUCTED.

THE EARTH WORKED AREA SHOWN HEREON IS BASED ON GOOGLE EARTH IMAGE DATED JUNE 2011 AND IS AN AREA OF EXCAVATION FOR CINDERS.

THE WELL/PUMP SHOWN HEREON SHOULD BE VERIFIED BY A PROFESSIONAL AS TO WHAT EXACTLY IT IS.

THE ADDRESS AND LINE WORK OF THE ADJOINING PARCELS SHOWN HEREON ARE BASED ON CITY OF FLAGSTAFF GIS AND ARE FOR REFERENCE ONLY.

THE EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE INFORMATION AS NOTED ON SHEET 1 AND ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

THE FEMA FLOOD ZONES AND FLOODWAY SHOWN HEREON ARE BASED ON A SCALED IMAGE OF FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04005C6835G, EFFECTIVE DATE SEPTEMBER 3, 2010.

ZONE AE = AREA OF SPECIAL FLOOD HAZARD SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATION DETERMINED.

ZONE X = AREA OF 0.2% ANNUAL CHANCE FLOOD; AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

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Call for the Blue Stake 1-800-782-5348 Blue Stake Center

NO.	DATE	ITEM

REVISIONS

The WLB Group Inc.

Engineering • Planning • Surveying • Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
523 N. Beaver Street, Flagstaff, AZ 86001
PH(928) 779-1500

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON

TOPOGRAPHY SHEET

DESIGNED BY: JB
DRAWN BY: JB,CF
CHECK BY: JB
DATE: FEB 2012
BY:
DATE:

PROJECT NO. 311019A002

SHEET	OF
3	3

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Planning Development Manager

Date: 03/30/2016

Meeting Date: 04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-19: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 477.8 acres of real property known as Picture Canyon, from No Zoning (County) and Rural Residential (RR) to Public Open Space (POS), and to apply the Landmarks Overlay (LO), the Resource Protection Overlay (RPO) and the Rural Floodplain Designation to approximately 77.8 acres. ***(Picture Canyon Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:

1) Continue Public Hearing
2) Read Ordinance No. 2016-19 by title only for the first time
3) City Clerk reads Ordinance No. 2016-19 by title only for the first time (if approved above)

At the April 19, 2016 Council Meeting:

4) Read Ordinance No. 2016-19 by title only for the final time
5) City Clerk reads Ordinance No. 2016-19 by title for the final time (if approved above)
6) Adopt Ordinance No. 2016-19

Executive Summary:

A Zoning Map Amendment request to rezone approximately 477.8 acres located in Section 4, Township 21 North, Range 8 East from No Zoning (County) and Rural Residential (RR) to Public Open Space (POS) and to apply the Landmarks Overlay (LO) Zone, the Resource Protection Overlay (RPO) Zone, and the Rural Floodplain designation to 77.8.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

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 CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Has There Been Previous Council Decision on This:

The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

1. Approve the ordinance as proposed
2. Approve the ordinance with conditions
3. Deny the ordinance

Background/History:

The Applicant, the City of Flagstaff Sustainability Program, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 477.8 acres known as the Picture Canyon Preserve and Archeological Park to the Public Open Space (POS) zone and apply the Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and the Rural Floodplain designation to 77.8 acres currently located in Coconino County. An overlay zone is a special zoning district placed over an existing zoning district, part of a district, or a combination of districts. Overlay zones build on the underlying zoning, by establishing additional requirements. In this case, the overlay zones would be in addition to the proposed Public Open Space (POS) zone. The 400 acres currently located within the city limits already has the Landmark Overlay (LO) zone, Resource Protection Overlay (RPO) zones and Rural Floodplain designation applied.

With funding from the 2004 voter approved Open Space bond and a 2012 Growing Smarter Grant, the City of Flagstaff acquired Picture Canyon in October 2012 for the express purpose of preserving its unique historical, cultural, archeological, recreational, and educational resources. The canyon is an ecologically diverse riparian corridor and has a variety of native trees and plants. The area has many archeological resources which have been documented in a 2012 Archeological Survey by Northland Research, Inc. Existing logging railroad features on the property appear to be eligible for listing on the National Register of Historic Places which is sufficient for designation to the Landmarks Overlay (LO) zone. At its meeting of February 17, 2016 the City's Heritage Preservation Commission reviewed this proposal and unanimously recommended that the City Council approve this rezoning request.

Key Considerations:

The primary purpose of this Zoning Map Amendment is to add layers of protection to the Picture Canyon Preserve and Archeological Park. Both properties will be zoned and regulated under the Public Open Space zoning which is intended to be applied to areas of the City that are appropriate for designation as public open space to allow for resource protection and passive recreation uses. The Landmark Overlay zone will make the property subject to the Landmark Design Review Overlay District Design Standards and Guidelines and design review by the Heritage Preservation Commission. The Resource Protection Overlay provides additional standards for the protection of natural resources, including floodplains, steep slopes, and forest. The Rural Floodplain designation on the Rio de Flag floodplain boundaries further adds a level of protection to this property and supports the City of Flagstaff's Community Rating System (CRS) ranking, which helps to lower flood insurance rates for everyone in the city.

On February 24, 2016, the Planning & Zoning Commission concluded their review of the proposed zoning map amendment with a recommendation for approval, by a unanimous vote.

Community Benefits and Considerations:

Community benefits and considerations related to this Annexation request are addressed in the attached Planning & Zoning Commission staff report dated February 12, 2016.

Community Involvement:

Inform, Consult, Involve, Collaborate, Empower

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendment. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the site.

All property owners within 600-feet of this site were notified via mail of the zoning map amendment and annexation and asked to attend the Open Space Commission meeting on October 22, 2015. One individual inquired about these applications affecting the management plans for Picture Canyon.

Attachments:

Planning & Zoning Commission Staff Report
Application
Picture Canyon Zoning Map 5
Picture Canyon Zoning Map 6
County Zoning Letter
Picture Canyon HPC Report
Open Space Commission Minutes
FRP 2030 Goals & Policies
Zoning Notice
Ordinance No. 2016-19 Exhibit A
Ord. 2016-19

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-15-00134

DATE: February 12, 2016
MEETING DATE: February 24, 2016
REPORT BY: Tiffany Antol, AICP

REQUEST:

A Zoning Map Amendment request from the City of Flagstaff Sustainability Program, on behalf of the property owner, City of Flagstaff, to rezone approximately 477.8 acres located in Section 4, Township 21 North, Range 8 East from No Zoning and Rural Residential (RR) Zone to Public Open Space (POS) and to apply the Landmarks Overlay (LO) Zone, the Resource Protection Overlay (RPO) Zone, and the Rural Floodplain designation to 77.8 acres. This Zoning Map Amendment request is the second part of a two-part request; the first is an annexation of the 77.8 acres.

STAFF RECOMMENDATION:

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

PRESENT LAND USE:

The site consists of the Picture Canyon Preserve and Archeological Park on 477.8 acres.

PROPOSED LAND USE:

Future development is expected to consist of low-impact trails, interpretive facilities, and the most basic visitor amenities such as a parking area and restrooms.

NEIGHBORHOOD DEVELOPMENT:

North: Single-family residences; Agricultural Residential, 5 acre minimum (AR-5) zone (County)
East: Single-family residences; Rural Residential (RR) zone (City)
South: El Paso Gas Pump Station; General (G) zone (County)
West: Coconino County Public Works Yard and Cinder Mine; Public Facility (PF) and Heavy Industrial (HI) zones (City)

REQUIRED FINDINGS:

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

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans;

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

STAFF REVIEW:

Introduction/Background

The Applicant, the City of Flagstaff Sustainability Program, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 477.8 acres known as the Picture Canyon Preserve and Archeological Park to the Public Open Space (POS) zone and apply the Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and the Rural Floodplain designation to 77.8 acres currently located in Coconino County. An overlay zone is a special zoning district placed over an existing zoning district, part of a district, or a combination of districts. Overlay zones build on the underlying zoning, by establishing additional requirements. In this case, the overlay zones would be in addition to the proposed Public Open Space (POS) zone. The 400 acres currently located within the city limits already has the Landmark Overlay (LO) zone, Resource Protection Overlay (RPO) zones and Rural Floodplain designation applied.

With funding from the 2004 voter approved Open Space bond and a 2012 Growing Smarter Grant, the City of Flagstaff acquired Picture Canyon in October 2012 for the express purpose of preserving its unique historical, cultural, archeological, recreational, and educational resources. The canyon is an ecologically diverse riparian corridor and has a variety of native trees and plants. The area has many archeological resources which have been documented in a 2012 Archeological Survey by Northland Research, Inc. Existing logging railroad features on the property appear to be eligible for listing on the National Register of Historic Places which is sufficient for designation to the Landmarks Overlay (LO) zone. At its meeting of February 17, 2016 the City's Heritage Preservation Commission reviewed this proposal and unanimously recommended that the City Council approve this rezoning request. Attached to this report are copies of the HPC report.

Proposed Development Concept Plans

Future development is expected to consist of low-impact trails, interpretive facilities, and the most basic visitor amenities such as a parking area and restrooms.

General Plan – Flagstaff Regional Plan (FRP 2030)

The *Flagstaff Regional Plan 2030 (FRP 2030)*, Future Growth Illustration (Maps 21 and 22) designates the subject site as Park/Open Space. The proposal to rezone the subject property to the Public Open Space (POS) zone is in conformance with the Regional Plan designation. Staff has identified a total of 19 Regional Plan Goals and Policies that could be applied to support the proposed Zoning Map Amendment. A list of these policies is attached to this report. The most relevant policies were analyzed below:

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.

Policy OS.1.2.While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment Maps.

Policy OS.1.3.Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Policy CC.2.1. Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.

Policy CC.2.2.Formally recognize heritage resources through designation as local landmarks and historic districts.

The primary purpose of this Zoning Map Amendment is to add layers of protection to the Picture Canyon Preserve and Archeological Park. Both properties will be zoned and regulated under the Public Open Space zoning which is intended to be applied to areas of the City that are appropriate for designation as public open space to allow for resource protection and passive recreation uses. The Landmark Overlay zone will make the property subject to the Landmark Design Review Overlay District Design Standards and Guidelines and design review by the Heritage Preservation Commission. The Resource Protection Overlay provides additional standards for the protection of natural resources, including floodplains, steep slopes, and forest. The Rural Floodplain designation on the Rio de Flag floodplain boundaries further adds a level of protection to this property and supports the City of Flagstaff's Community Rating System (CRS) ranking, which helps to lower flood insurance rates for everyone in the city.

Zoning – City of Flagstaff Zoning Code

The requirements of the Public Open Space (POS) zone, Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and the Rural Floodplain designation are intended to promote the preservation and unique character of properties within the zone. Properties within the Landmarks Overlay zone are subject to the Landmark Design Review Overlay District Design Standards and Guidelines and design review by the Heritage Preservation Commission. The Resource Protection Overlay provides standards for the protection of natural resources, including floodplains, steep slopes, and forest. The Rural Floodplain designation is applied to natural undisturbed open spaces defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

No analysis was required.

Water and Wastewater

A water and sewer analysis was not required as part of this request; however, the Utilities Division did request a condition of approval allowing for existing and future utility infrastructure.

Stormwater

No stormwater improvements have been required.

Parks and Recreation

This zoning map amendment is not anticipated to have any impact to the City's parks or recreation systems.

OTHER REQUIREMENTS:

Resources

The subject property will be entirely located within the Resource Protection Overlay (RPO) zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). Further, this application does not anticipate any physical modifications to the existing site. No impact to resources is anticipated.

Citizen Participation

All property owners within 600-feet of this site were notified via mail of the zoning map amendment and annexation and asked to attend the Open Space Commission meeting on October 22, 2015. One individual inquired about these applications affecting the management plans for Picture Canyon. Four individuals total spoke in regards to the open space zoning map amendments. Minutes for this meeting are attached.

DISCUSSION:

The application of the Public Open Space (POS) zone with the Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and Rural Floodplain designation meet the intent of the Regional Plan designation of Open Space Parks. These zones and designations work in concert to protect the natural, cultural, and historic resources on the property as well as support the City's Open Space and Stormwater programs.

RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment has been justified and would recommend in favor of amending the Zoning Map for 477.8 acres to the Public Open Space (POS) zone with the Landmarks Overlay (LO) zone, Resource Protection Overlay (RPO) zone and the Rural Floodplain designation to 77.8 acres with the following condition:

1. The City of Flagstaff maintains the right to access the subject property to install, locate, operate, repair, replace, alter, and maintain any and all existing and future underground pipelines and utility services infrastructure of all types within the subject property. This shall include but not be limited to water transmission and distribution lines. The City of Flagstaff also maintains the right to remove, alter, or maintain any vegetation, improvements, or obstructions during the installation of these pipelines or utility services infrastructure on the subject property".

ATTACHMENTS

- Zoning Map Amendment Application

- Current City of Flagstaff Zoning Map
- Zoning letter from Coconino County
- HPC Staff Report
- FRP 2030 Goals and Policies – Full list
- Open Space Commission Meeting Minutes
- Public Hearing Legal Advertisements

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Picture Canyon

PREZ/PGM

Date Received	Application for Zoning Map Amendment and/or Minor Regional Plan Amendment	File Number
RECEIVED NOV 17 2015		PZ-15-00134

Property Owner(s)	Title	Phone	Email
Mailing Address			**City, State, Zip**
Applicant(s)	**Title**	**Phone**	**Email**
Betsy Emery	Open Space Specialist	213-2154	BEmery@flagstaffaz.gov
Mailing Address			**City, State, Zip**
211 W. Aspen Ave			Flagstaff AZ 86001
Project Representative)	**Title**	**Phone**	**Email**
Mailing Address			**City, State, Zip**

Requested Review ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
N/A	113-06-004 113-06-003	N/A
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
004 - COUNTY NO ZONING 003 - CITY - RR	(LO) Landmark Overlay-004 (POS) Public Open Space	PARK/OPEN SPACE
Existing Use		**Proposed Use**
VACANT		OPEN SPACE

Property Information:

☒ Yes ☐ No Located in an existing Local/National Historic District? (Name: LANDMARK OVERLAY)
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
N/A	N/A

Property Owner Signature(required)	Date:	Applicant Signature	Date:
Josh Copley	2/8/16	Elizabeth Emery	10/12/15

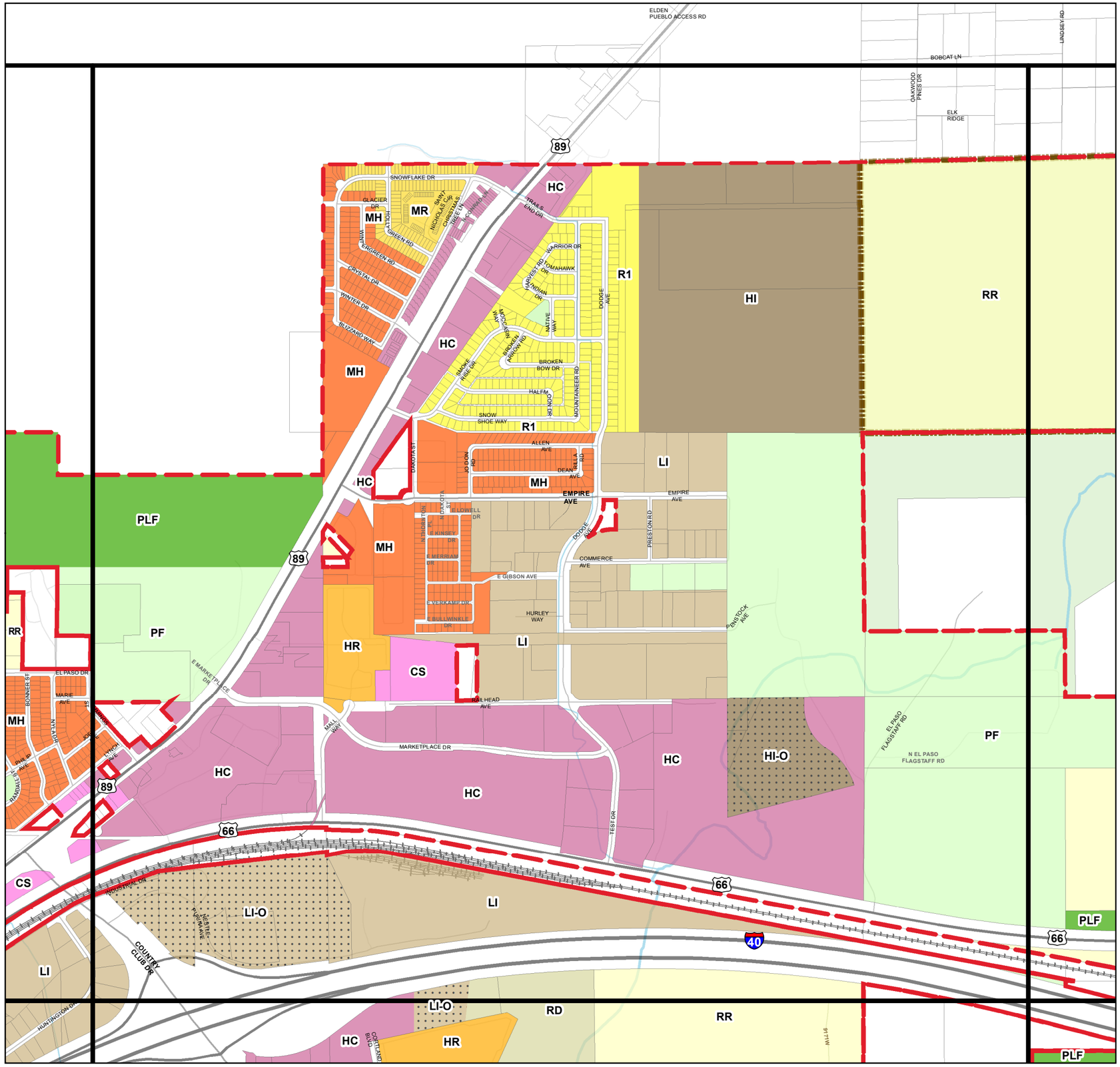
For City Use

Date Filed:	File Number(s):	Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:	☐ Small scale
Council Hearing Date:	Publication and Posting Date:	☐ Medium scale
Fee Receipt Number:	Amount: / Date:	☐ Large scale ☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Tiffany	Mary	Kent	Jim	Chris

City of Flagstaff Zoning Map 5



Residential Zones:

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

Commercial Zones:

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

Industrial Zones:

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

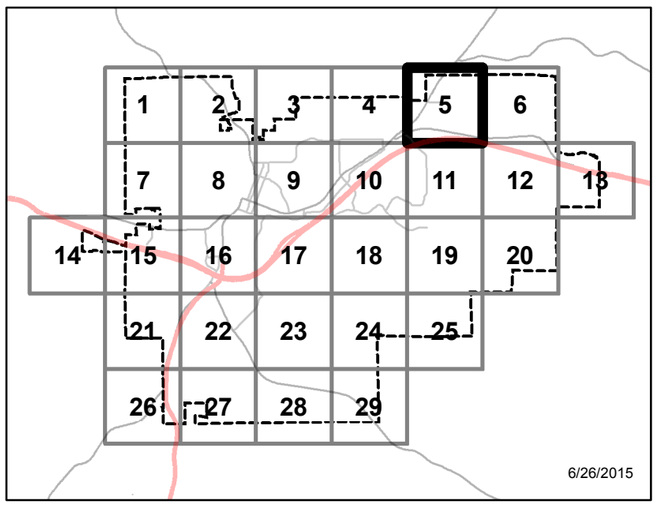
Resource and Open Space:

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

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

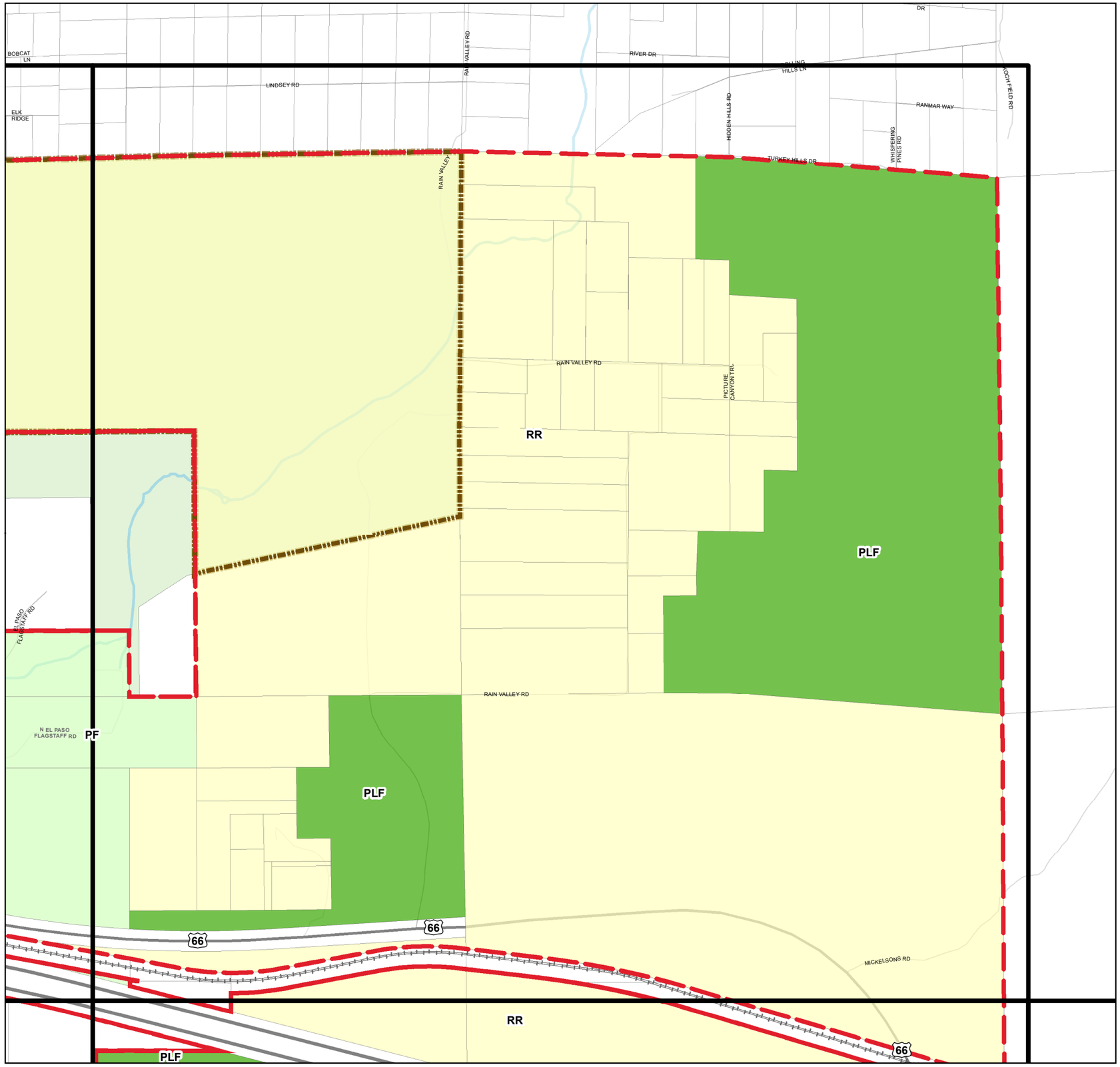
0 500 1,000 1,500 2,000 Feet

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



6/26/2015

City of Flagstaff Zoning Map 6



Residential Zones:

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- Light Industrial (LI)
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- Heavy Industrial Open (HI-O)

Resource and Open Space:

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

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

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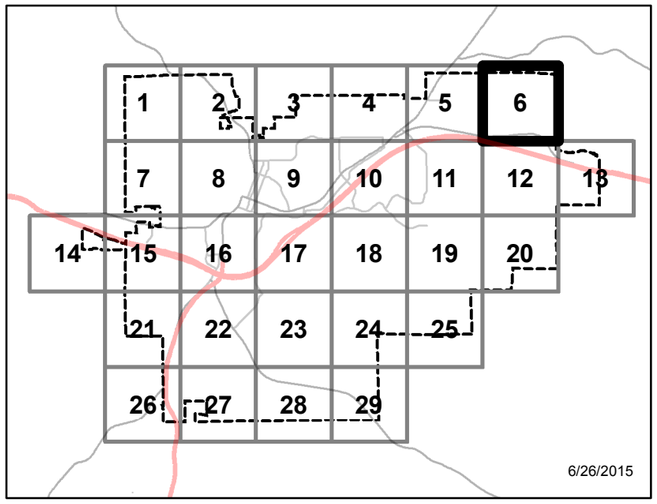


6/26/2015

COCONINO
COUNTY ARIZONA
COMMUNITY DEVELOPMENT

September 23, 2015
RE: APN 113-06-004

Dear Ms. Antol,

Based on extensive research of records at Coconino County, it has been determined that there is no zoning on parcel 113-06-004. Should the property owner wish to have zoning applied to the parcel, a zone change would be required.

Please let me know if you have any questions.

Sincerely,

Kate Morley, Senior Planner
Community Development
2500 N. Fort Valley Rd, Bld #1
Flagstaff, AZ 86001

CITY OF FLAGSTAFF
HERITAGE PRESERVATION COMMISSION
STAFF REPORT

To: Heritage Preservation Commission

From: Karl Eberhard, Historic Preservation Officer

Date: January 28, 2016

Meeting Date: February 17, 2016

TITLE: Consideration of Landmarks Designation for:
Picture Canyon Area
A portion of Section 4, Township 21 North, Range 8 East
Parcel 113-06-004

REQUEST:

This is a request to rezone a 77.8 acre undeveloped parcel, Assessor's Parcel Number 113-06-004, located in Section 4, Township 21 North, Range 8 East, to the Landmarks Overlay (LO) Zone (Map Attached). In July of 2013 the Heritage Preservation Commission recommended the LO designation for the adjacent 400 acre parcel. The LO zone is an overlay, meaning that the current RR (Rural Residential) zoning applicable to the site will remain in place and requirements of the LO zone are added to the underlying requirements.

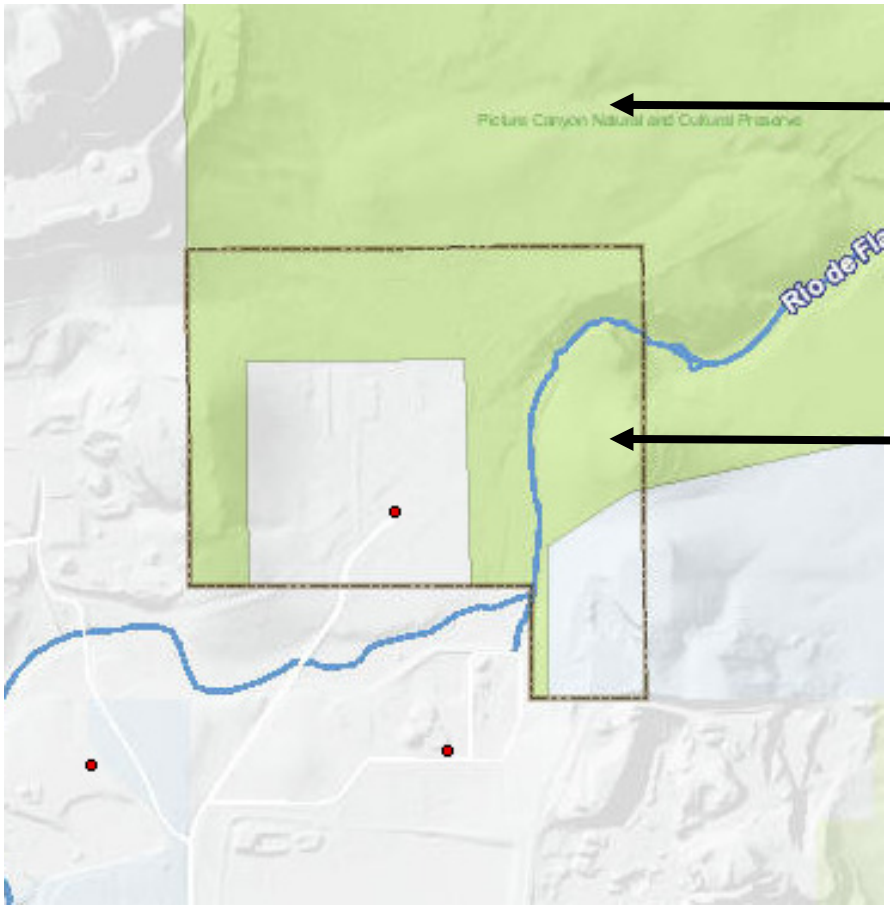
STAFF RECOMMENDATION:

Staff recommends that the Heritage Preservation Commission review the application, conduct and receive testimony at a Public Hearing, and forward to the City Council a recommendation to approve rezoning the parcel following annexation of the parcel into the City of Flagstaff.

ADDITIONAL INFORMATION:

Please see the attached Staff Report, dated July 22, 2013.

Attachment – District Map



(E) Landmarks Overlay District - 400 acre Parcel with

Proposed Landmarks Overlay District - 77 acre Parcel

CITY OF FLAGSTAFF
HERITAGE PRESERVATION COMMISSION
STAFF REPORT

To: Heritage Preservation Commission

From: Karl Eberhard, Historic Preservation Officer

Date: July 22, 2013

Meeting Date: October 16, 2013

TITLE: Consideration of Landmarks Designation for:
Picture Canyon Area
A portion of Section 4, Township 21 North, Range 8 East
Parcel 113-06-003

REQUEST:

This is a request to rezone a 400.16 acre undeveloped parcel, Assessor's Parcel Number 113-06-003, located in Section 4, Township 21 North, Range 8 East, to the Landmarks Overlay (LO) Zone. The LO zone is an overlay, meaning that the current RR (Rural Residential) zoning applicable to the site will remain in place and requirements of the LO zone are added to the underlying requirements.

STAFF RECOMMENDATION:

Staff recommends that the Heritage Preservation Commission review the application, conduct and receive testimony at a Public Hearing, and forward to the City Council a recommendation to approve rezoning the parcel.

INTENT:

The application of the Landmarks Overlay (LO) Zone is intended to promote the preservation of individual properties of cultural significance. The LO Zone district designation applies the Landmark Design Review Overlay District Design Standards and Guidelines, and design review by the Heritage Preservation Commission, to development on properties located within the boundaries of the Zone.

REQUIRED FINDINGS:

DESIGNATION (Zoning Code 10-30.30.040.B.2.a): An individual property, object, structure, site, sign or landscape feature may be designated as a Landmark if it is significant in accordance with the provisions of this Division and the Development Standards and Guidelines of the Landmarks Zone are applicable.

SIGNIFICANCE (Zoning Code 10-30.30.050.B.1): A cultural resource is significant if:

a. It is eligible as a National Historic Landmark, or for the National Register of Historic Places, or the Arizona Register of Historic Places; or,

b. It is associated with events or persons in the architectural, engineering, archeological, scientific, technological, economic, agricultural, educational, social, political, military, or cultural annals of the City, the State of Arizona, or the United States of America; or,

c. It represents the work of, or for, an important individual; or,

d. It embodies distinctive characteristics of type, period, region, artistic values or methods of construction, including being the oldest of its type or the best example of its type; or,

e. It has yielded, or may be likely to yield, information needed for scientific research, such as important archaeological resources.

INTEGRITY (Zoning Code 10-30.30.050.B.2.b): A resource is generally not significant if the features, materials, patterns and relationships that contributed to its significance are no longer present or no longer have integrity.

To be significant, the resource must also have integrity, meaning that the general character of the significant period must be evident, the characteristics that define its significance are present, and any incompatible alterations are reversible. In addition, the integrity of the setting is a contributing factor in assessing integrity of a resource.

APPLICABILITY OF THE LANDMARKS ZONE DEVELOPMENT STANDARDS AND GUIDELINES: The applicable Development Standards and Guidelines of the Landmarks Zone are “Archeology and Historic Preservation: The Secretary of the Interior's Standards and Guidelines” as currently amended and annotated by the National Park Service.

STAFF REVIEW:

Background:

With funding from the 2004 voter approved Open Space bond and a 2012 Growing Smarter Grant, the City of Flagstaff acquired Picture Canyon in October of 2012 for the express purpose of preserving its unique historical, cultural, archeological, recreational and educational resources.

Picture Canyon is a cleft formed by the boundary of two lava flows that erupted from nearby Sheep Hill and the Wildcat Hill cinder cones. The canyon itself is an ecologically diverse riparian corridor and the area has a variety of native trees and plants, and hosts a variety of fauna. Dedicated citizens have worked for many years to remove old cars, chunks of concrete, used tires, and other trash and debris dumped in the canyon over the years. While a meander restoration was completed in October, 2010, extensive weed removal, revegetation, and cleaning of the Rio de Flag (an ephemeral wetland and rare habitat in northern Arizona) remain to be accomplished. Picture Canyon hosts a section of the Arizona Trail and provides future Flagstaff Urban Trail segments to promote connectivity. In addition it contains important view sheds (Interstate 40 and Historic Route 66), serves as an outdoor classroom, and contributes to Flagstaff tourism.

The area is also abound with archeological resources including pit houses, a pit house village, field houses, cave dwellings, artifact scatters, and over 125 petroglyph panels. Most archeological resources are associated with the Northern Sinaqua culture and range from 750 to a thousand years old. In addition to prehistoric resources, logging railroad features and historic trash (cans, ceramics, and glass) are found on the site. The remains of a train trestle made from huge virgin timbers can be found slumped on the rock above the Picture Canyon falls. The site was initially studied by Harold S. Colton (founder of the Museum of Northern Arizona) in 1919. A thorough Class III Archeological Survey[1] was prepared in April of 2012 by Eric S. Cox and John T Marshall of Northland Research, Inc., with contributions by Gina S. Gage.

The 2012 Archeological Survey by Northland Research, Inc. provides substantially greater detail on the resources, and their significance and integrity, and is on file with the City of Flagstaff Historic Preservation Officer. As an archeological report (including specific locations of sites), it is not a public document. For brevity, only brief summaries are included herein and additional summary information, if desired, can be obtained from the City of Flagstaff Historic Preservation Officer.

Future development is expected to consist of low-impact trails, interpretive facilities, and the most basic visitor amenities such as a parking area and restrooms.

[1] Note that the survey area of this report includes an additional 79 acres (roughly) that are under Coconino County jurisdiction and not included in this proposed designation. As a result, the number of archeological sites on the subject property varies from what is stated in this report.

Significance:

Eighty-four archeological sites have been recorded within a half-mile radius of the subject property, including multi-room pueblos, pit house villages, field houses, single room structures, artifact scatters, and petroglyph panels. For the 2012 Archeological Survey of the subject property, nineteen previously recorded archeological sites were found, researched, and consolidated to eleven. These are all larger habitation sites with multiple features and large diverse artifact scatters. One site (Picture Canyon) was listed on the National Register of Historic Places in 2008 and another was previously determined to be eligible to be listed. The nine remaining sites have previously been recommended as eligible, with Northland Research, Inc. concurring on seven and recommending eligibility testing on the remaining two. Ten new sites, generally smaller artifact scatters, were identified and recorded. Northland Research, Inc. recommends one of these as being eligible for listing and recommends eligibility testing on the remaining nine new sites. However, the report states that "artifacts were nearly continuous throughout the project area." Because of the contemporaneousness and interconnectedness of the sites, and the proximity to both Elden Pueblo and Turkey Hill Pueblo, Northland Research, Inc. further recommends that the entire area be consolidated into the Picture Canyon Archeological District.

The logging railroad features within the Kaibab and the Coconino National Forests were listed on the National Register of Historic Places in 1995. On this basis, the logging railroad features on the subject property appear to be eligible for listing. The collapsed trestle is probably not eligible except as a part of the overall system.

While several other significance criteria are clearly met, the actual National Register of Historic Places listings and the eligibility of additional sites are sufficient for designation to the Landmarks Overlay (LO) Zone.

Integrity:

Although some of the sites have been impacted by looting, logging, and vehicle traffic, and in spite of the recent survey work, Northland Research, Inc. concludes that the sites are still intact and that the information potential has not been exhausted.

Applicability of the Landmarks Zone Development Standards and Guidelines:

The Secretary of the Interior's Standards that are the basis of the district standards and guidelines were developed specifically to address the preservation needs of unique resources such as this. The standards establish a comprehensive approach to the identification, evaluation, registration and treatment of historic properties. Note that the Standards do not require that every feature of a historic property be preserved, but do seek to preserve the most significant, character-defining features of a historic site. However, a conservation easement held by Arizona State Parks, specifies that no more than 10% of the acquired land, up to a limit of 20 acres total, may be eligible for alteration or

development and no changes may be made to the parcel that would seriously or negatively affect its conservation and open space values.

Basis of Report:

The information in this summary report was derived primarily from the 2012 Archeological Survey by Northland Research, Inc. with some additional information derived from various City of Flagstaff documents associated with the property acquisition and prepared by City staff, citizens, and consultants.

STAFF CONCLUSION:

Staff believes that criteria for Landmarks designation have been met.

CITIZEN PARTICIPATION:

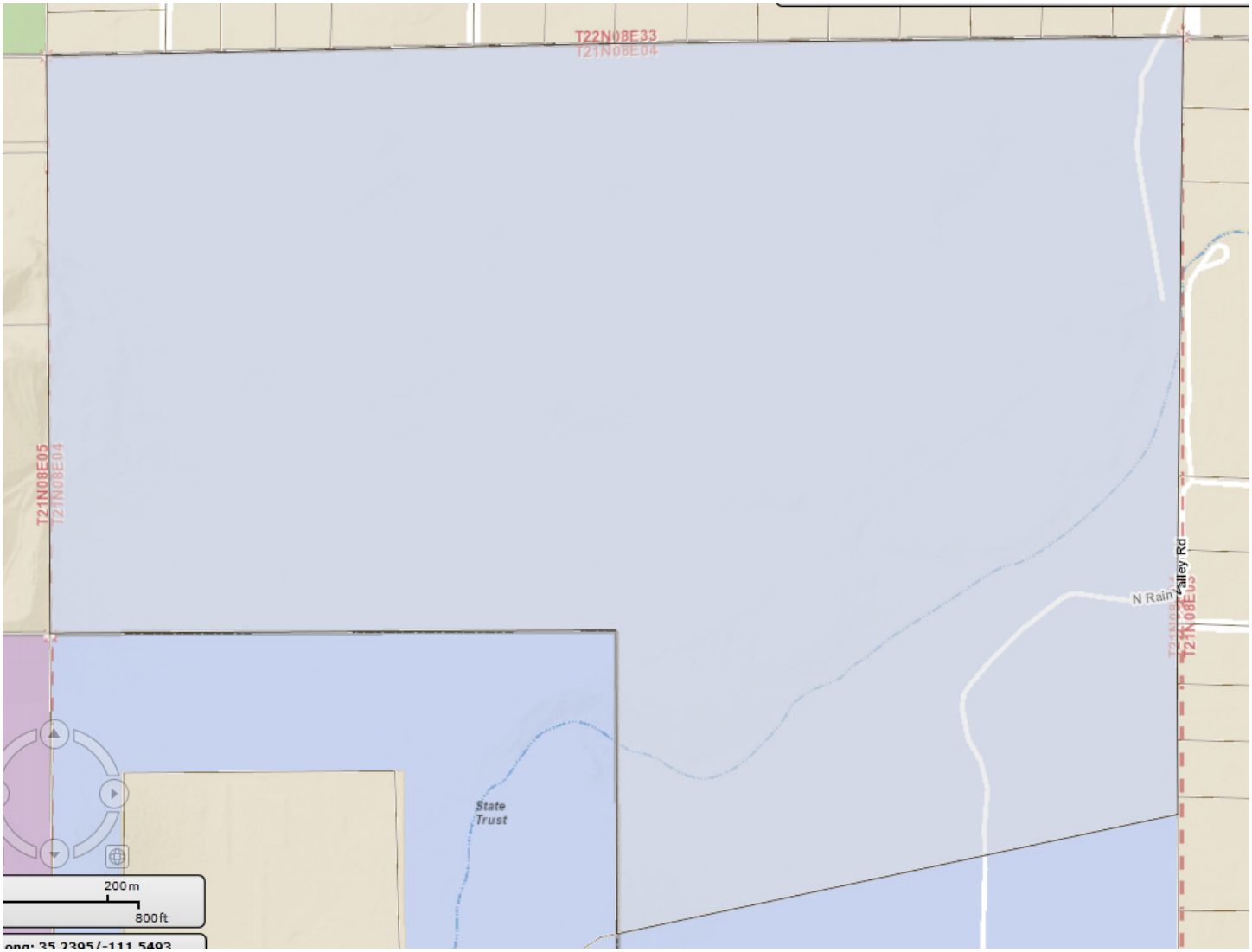
The Heritage Preservation Commission (HPC) meeting serves as the Citizen Participation event associated with the pending Re-zone Application. The meeting was advertised in the Daily Sun and notices were mailed to all properties within 300 feet of the property.

ATTACHMENTS:

1. Site Layout
2. Trails Map
3. Various Pictures

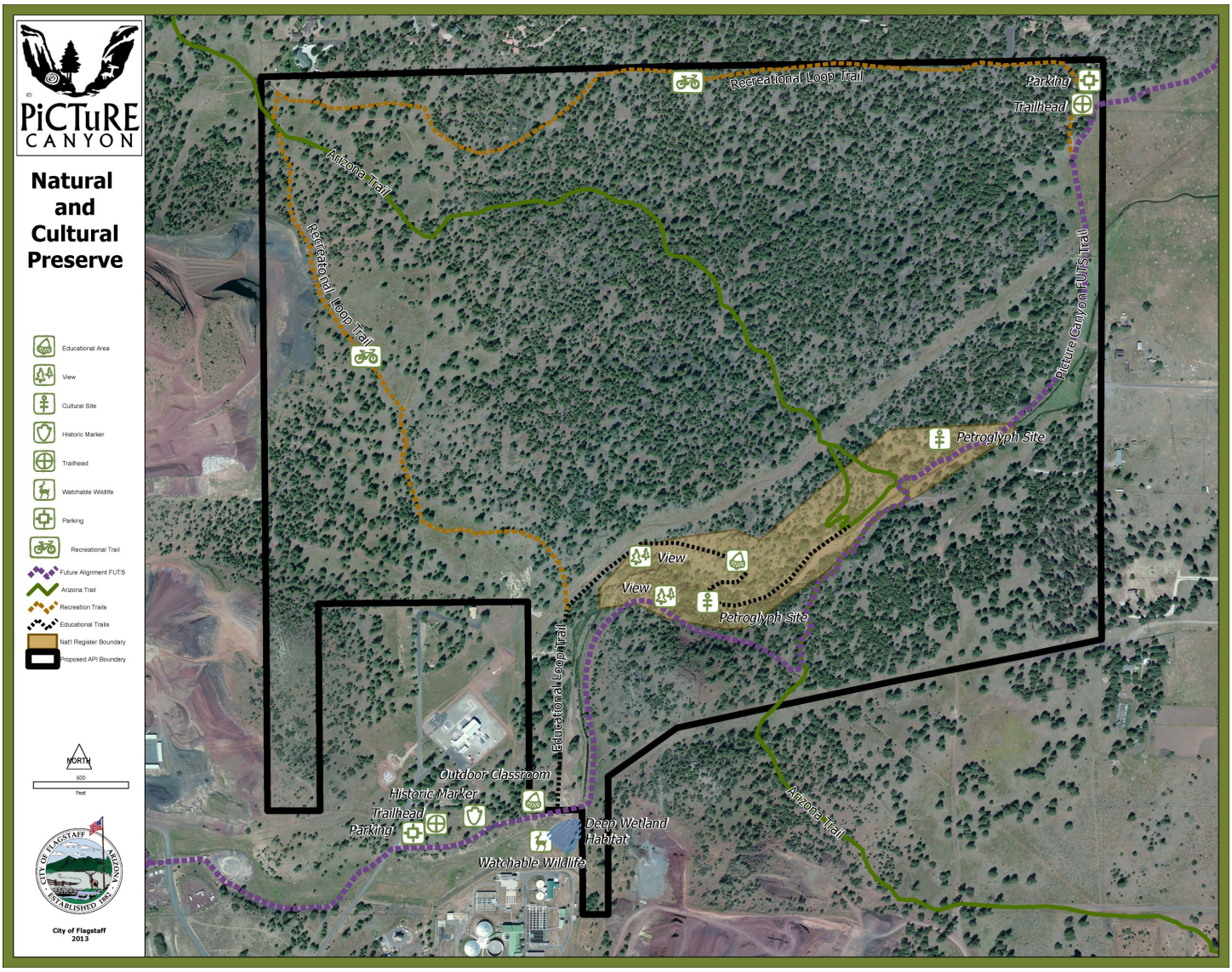
Attachment 1

Site Layout



Attachment 2

Trails Map



Attachment 3

Various Pictures

Examples – Not from Picture Canyon

M I N U T E S

City of Flagstaff
Open Spaces Commission

Thursday, October 22, 2015
4:00 – 6:00 pm

City Hall, Council Chambers
211 West Aspen Avenue, Flagstaff, Arizona

A quorum of the Flagstaff City Council may be in attendance of the Sustainability Commission meeting.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact 928-213-2100. Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

CALL TO ORDER

COMMISSION MEMBERS:	CITY STAFF:	COMMUNITY MEMBERS:
Bryan Burton	Nicole Woodman, Sustainability Manager	Jack Welch
Jim Burton	Elizabeth Emery, Open Space Specialist	Tadd Madeksza
Jessica Gist	McKenzie Jones, Sustainability Specialist	Allen Haden
Tina Pfeiffer	John Begay, Sustainability Aide	Hannah Griscom
	Martin Ince, Multi-Modal Planner	Elizabeth Stegall
	Tiffany Antol, Planning Development Manager	Mandy Metzger
		Tracy Plecas

1. **Call to order**
   Commissioner Gist called the meeting to order at 4:03pm.

   Public Participation
   At this time, any member of the public may address the Commission on any subject that is not scheduled before the Commission on that day. The Arizona Open Meeting Law prohibits the Commission from discussing or taking action on an item which is not listed on the prepared agenda. Commission members may, however, respond to criticism made by those addressing the Commission, ask staff to review a matter, or ask that a matter be placed on a future agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.

2. **Approval of Minutes**
   Commissioner Bryan Burton noted that the minutes do not reflect that the northwest portion of parcel 111-02-006B could be developed for residential housing. The parcel may be split to accommodate that need. Commissioner Pfeiffer motioned to approve the October 15, 2015 minutes with Commissioner

Bryan Burton's amendment. Commissioner Jim Burton seconded the motion. All commissioners voted in favor to approve minutes.

3. Discussion Items

A. Friends of the Rio Watershed Planning Effort

Hannah Griscom, Friends of the Rio de Flag Board member, gave an overview of the Rio de Flag watershed planning effort at the request of the Commission. The plan will define the community vision for the Rio de Flag and outline steps to restore the Rio de Flag. Ultimately, the group visions to move the Rio de Flag into consciousness for the community, be a community rallying point, and a space for the community to enjoy by creating a greenbelt that connects neighborhoods and public spaces with trails. The Friends of the Rio de Flag plan to start seek funding to support writing the document in 2016. Mrs. Griscom mentioned that there is a lot of overlap between the Rio de Flag watershed planning effort and the goals of the Open Spaces Commission as identified in their Strategic Plan.

B. Rezoning of Open Space Parcels (Public Hearing)

Betsy Emery, Open Space Specialist, presented to the Commission regarding the annexation and rezone process for open space parcels. This also served as the first public hearing for the process for Staff to accept feedback from the community. The City acquired Picture Canyon and Observatory Mesa in 2012 and 2013 and both properties were designated as open space by City Council. These parcels were not zoned as Public Open Space through the acquisition process and remain zoned as rural residential, which allows for development. City Staff is currently working to rezone these parcels as Public Open Space to provide an additional layer of protection to the property because Public Open Space zoning limits the type of development that can be done on the parcels.

Additionally, there are parcels comprising Picture Canyon (113-06-004) and Observatory Mesa (102-15-002) which are outside of Flagstaff City limits. City Staff proposes annexing these parcels into City limits to streamline management requirements for the entire property.

Lastly, Staff is also proposing to rezone and annex the City-owned Schultz Y parcel (300-47-004) as a direct outcome of City Council's discussion of City-owned properties on October 29, 2013.

Community members provided feedback:

- Tracy Plecas, 6525 North Rain Valley Road, asked if the rezoning process would affect planned actions and improvements at the Preserve. Betsy Emery answered that the management plan for Picture Canyon was recently adopted by City Council and that document outlines all projects planned at the Preserve. This process does not affect planned management activities. Mrs. Plecas inquired about how many steps are involved in the annex and rezone process. Tiffany Antol, Planning Development Manager, answered that there will be additional public hearings and that the application will be vetted through the Planning and Zoning Commission before being brought to City Council for approval.

- Mandy Metzger, Coconino County District 4 Supervisor, expressed appreciation for the many hours and dedication the Open Spaces Commission has given to Picture Canyon. She did not have a recommendation or comment at the moment because the County had not yet discussed the proposal.
- Sat Best, 3935 North Paradise Road, expressed appreciation for the work done on these parcels. He inquired about management plans for the Schultz Y property. Commissioner Gist answered the Commission has discussed the parcel's open space value - primarily the parcel's location and adjacency to other trails and amenities makes it important for open space. Mr. Best inquired if the actual "Y" is located on this parcel. Betsy Emery answered that the actual "Y" is located west of the parcel in question. Mr. Best inquired about the actual "Y" and if there are any plans to include it in the process. Betsy Emery answered that the actual "Y" is on private property but the landowner recently contacted the City to propose swapping the actual "Y" for a portion of the City-owned parcel. This trade would be equitable in terms of value and land area. Mr. Best then mentioned the valuable wildlife corridor in the area. Commissioner Gist clarified that the Schultz Y parcel is one of 17 city-owned parcels the Commission reviewed against a set of criteria that were valuable for open space. Ultimately, the Commission determined that the Schultz Y parcel is important as open space and recommended that the City designate it as open space.
- Nat White, 1120 N. Rockridge, mentioned that the actual "Y" area is not necessary for the trail head, and instead those improvements could be located anywhere below the historic reservoir on the City-owned parcel. He also mentioned the opportunity for collaboration between the U.S. Forest Service, Coconino County, and the City to provide these amenities and that this parcel has potential to be another showcase open space area for the Flagstaff community.
- Commissioner Gist inquired about the process involving the County for annexing some of these properties. Tiffany Antol, Planning Development Manager, answered the annexation process is set out in state statute. As soon as the Planning Department receives the application, they will notify the Board of Supervisors. The County will be notified at each stage of the process, just like the surrounding property owners.

Commissioner Gist clarified that City Staff is looking for the Commission to recommend that the City proceed with the process to rezone and annex the three properties. Commissioner Bryan Burton motioned to support rezoning and annexing these three properties. Commissioner Pfeiffer seconded the motion. The motion was approved by all.

C. Picture Canyon Interpretive Signs

Betsy Emery, Open Space Specialist, provided a follow up presentation with the latest draft of interpretive signs for the Picture Canyon Preserve. The draft is in

black and white because the graphic designer is waiting for art approval from the Open Spaces Commission to finalize the artwork. There are five panels being placed at the Outdoor Classroom addressing archaeology, botany, wildlife, watershed, and geology. Two signs are being designed for the watchable wildlife site near the deep-water pond. Those signs will be related to wetlands and wildlife. The Commission provided feedback and minor suggestions for the signs, including correcting misspellings, providing descriptions for the QR codes, and indicating differences between Kaibab Limestone and Coconino Sandstone. Commissioner Jim Burton motioned to approve the signs. Commissioner Bryan Burton seconded the motion. All voted in favor.

D. Review of City Owned Parcels

The Commission discussed the recent fieldtrip to review the City-owned parcels along the Karen Cooper Trail near the Museum of Northern Arizona using the matrix used for the 17 city-owned parcels last year. Some of the parcels are appropriate for open space because they are too steep to develop or are within the Rio de Flag floodplain. Preserving these parcels as open space would provide a buffer to the Rio de Flag. The only parcel that doesn't meet all of the criteria and may not be appropriate to designate as open space is parcel 111-02-006B because there is a large area that could be developed. Commissioner Gist inquired what areas should be visited on additional field trips and the Commission discussed visiting the parcels along the Rio de Flag in the Southside Community during the spring. The Commission agreed to stand by their previous discussion of the open space value associated with City-owned parcels on McMillan Mesa. Additionally, the Commission agreed to individually visit a small number of City-owned parcels before the next meeting to provide information to the Commission regarding their open space potential.

E. Open Space Management Update

Betsy Emery, Open Space Specialist, has been working on designing trail signs for Picture Canyon for all the major trail intersections. Signs will be 3-3 ½ feet tall and posted on 4" steel tubing. Additionally, Staff is still working to edit the interpretive signs. There is an easemented water pipeline at Picture Canyon that provides water to a few families in the area along the eastern side of the Preserve. Staff is working on surveying the pipeline and is working through the required cultural compliance regulation process associated with the ground disturbance. Additionally, Staff is in the process of launching the Sites Stewards Program, a volunteer program out of Arizona State Parks. Program training will be on November 4, 2015. Staff is working to address access issues at Matson Tank on Observatory Mesa by installing gates to limit illegal motorized access.

4. Information Items To and From Commissioners and Staff

A. Soliere Property Update

Per John Grahame's request at previous Commission meetings, Staff looked into the proposal to grant open space land in exchange for the City covering the substantial cost to realign Soliere Road. The developer planned to use the portion as an active park for ball fields. Ultimately, the Parks and Recreation

Commission decided to not accept the trade because of floodplain requirements associated with the property.

B. Other Updates

- Staff provided an update regarding the City Council's discussion of specialty seats on City commissions. The City Council recently decided to remove specialty seats from commissions. The Open Spaces Commission has multiple specialty seats, including Natural and Cultural Sciences and Real Estate. Current commissioners wishing to renew their term will apply for an At-Large position and will compete against applicants without specialty experience.
- McKenzie Jones, Sustainability Specialist, informs the Commission of the recycling application the City is launching – MyWaste. The app provides information on recycling schedules in Flagstaff.
- Nicole Woodman, Sustainability Manager, informs the Commission that the Sustainability Program is hosting their first DIY Workshop of the season, which will take place on October 29, 2015 at east public community library.

5. Agenda items for Next Meeting

A. Flagstaff Urban Trail System Acquisitions and Easements
B. Review of City-owned Parcels
C. Open Space Management Update

6. Adjournment

Commissioner Jim Burton motioned to adjourn the meeting at 5:06pm. Commissioner Bryan Burton seconded the motion. All voted in favor of adjourning the meeting.

Flagstaff Regional Plan 2030 Goals and Policies for Picture Canyon

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.6.3. Promote protection, conservation, an ecological restoration of the region's diverse ecosystem types and associated animals.
>
> Policy E&C.6.5. Preserve Flagstaff's wetland areas and discourage inappropriate development that may adversely affect them and the ecosystem services they provide.

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

> Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.
>
> Policy E&C.7.2. Favor the use of available mechanisms at the City and County level for the preservation of environmentally sensitive lands, including but not limited to public acquisition, conservation easements, transfer of development rights, or clustered development with open space designations.

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.

> Policy OS.1.2. While observing private property rights, preserve natural resources and priorty open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.
>
> Policy OS.1.3. Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.

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

> Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
>
> Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourse when practical.

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stand of ponderosa pine.

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Policy CC.2.1. Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.

Policy CC.2.2.Formally recognize heritage resources through designation as local landmarks and historic districts.

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Policy Rec.1.1. Integrate active and passive recreational site within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN the Flagstaff Planning and Zoning Commission will hold a Public Hearing on February 24, 2016, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on March 22, 2016, at 6:00 p.m. to consider a Zoning Map Amendment request.

A. Explanation of Matters to be considered:

A proposed amendment to the official City of Flagstaff zoning map to rezone 477.8 acres from No Zoning and Rural Residential (RR) to Public Open Space (POS) and to apply the Landmarks Overlay (LO) zone, the Resource Protection Overlay (RPO) zone, and the Rural Floodplain designation to 77.8 acres.

The site currently consists of the Picture Canyon Preserve and Archeological Park on 477.8 acres.

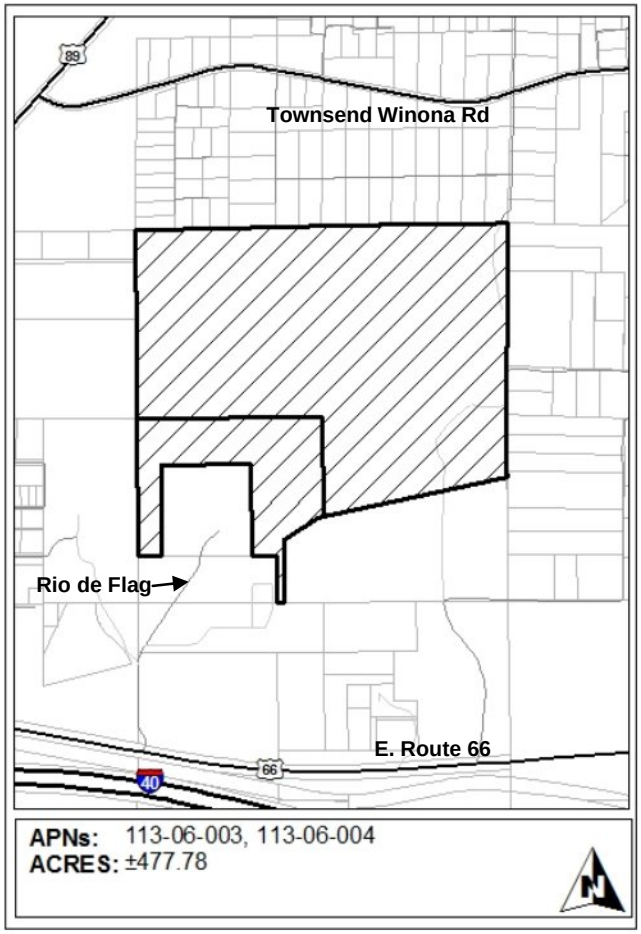
B. General Description of the Affected Area:
Approximately 477.8 acres, Coconino County Assessor's Parcel Numbers 113-06-003 and 113-06-004 within Section 4, Township 21 North, Range 8 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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

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

PROPOSED ZONING MAP AMENDMENT
From No Zoning and Rural Residential (RR) Zone to Public Open Space (POS) Zone for 477.8 acres and to apply the Landmarks Overlay (LO) Zone, the Resource Protection Overlay (RPO) Zone and the Rural Floodplain designation to 77.8 acres.



FOR FURTHER INFORMATION CONTACT

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

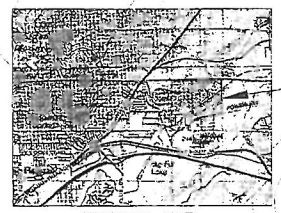
(928) 213-2608
tantol@flagstaffaz.gov

Publish: February 5, 2016

3619158 | #3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

SCHEDULE B - EXCEPTIONS

FROM COMMITMENT FOR TITLE INSURANCE, ISSUED BY PIONEER TITLE AGENCY, INC. ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012

ITEM NO.	DESCRIPTION	NOTES
1	ANY ACTIONS TAX ASSESSMENTS	INDETERMINATE
2	RIGHT OF ENTRY RESERVED	INDETERMINATE
3	EASEMENTS AND RIGHTS	SHOWN HEREON
4	EASEMENTS AND RIGHTS	INDETERMINATE
5	EASEMENTS AND RIGHTS	INDETERMINATE
6	AGREEMENT ACCORDING TO TERMS	INDETERMINATE
7	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
8	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
9	THE EFFECT OF RESOLUTION	INDETERMINATE
10	GRAZING LEASE	INDETERMINATE
11	RIGHT OF WAY	INDETERMINATE
12	RIGHT OF WAY	SHOWN HEREON
13	RIGHT OF WAY	INDETERMINATE
14	RIGHT OF WAY	INDETERMINATE
15	RIGHT OF WAY	SHOWN HEREON
16	RIGHT OF WAY	SHOWN HEREON
17	RIGHT OF WAY	SHOWN HEREON
18	RIGHT OF WAY	SHOWN HEREON
19	RIGHT OF WAY	SHOWN HEREON
20	RIGHT OF WAY	SHOWN HEREON
21	RIGHT OF WAY	SHOWN HEREON
22	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
23	APPLICATION FOR RIGHT OF WAY	SHOWN HEREON
24	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
25	RIGHTS AS DISCLOSED	INDETERMINATE
26	AMBIGUITY OF THE DESCRIPTION	SHOWN HEREON
27	RESERVATION OR EXCEPTIONS	INDETERMINATE
28	WATER RIGHTS, CLAIMS OR TITLE	INDETERMINATE

LEGAL DESCRIPTION:

FROM EXHIBIT A, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

Section 4, Township 21 North, Range 8 East, Gila & Salt River Base of Meridian, Coconino County, Arizona;

EXCEPT the South half of the Southwest quarter, (of the Southwest quarter), and the Southeast quarter of the Southeast quarter of the Southwest quarter of said Section 4; AND

EXCEPT the East half of the Southwest quarter of the Northwest quarter of the Southwest quarter; the Southeast quarter of the Northwest quarter of the Southwest quarter; the East half of the Northwest quarter of the Southwest quarter of the Southwest quarter; the Northeast quarter of the Southwest quarter of the Southwest quarter; the West 272.15 feet of the West half of the Southwest quarter of the Northeast quarter of the Southwest quarter; and the West 272.15 feet of the West half of the Northwest quarter of the Southeast quarter of the Southeast quarter of said Section 4; AND

EXCEPT a portion of the South half of said Section 4 lying Southerly of "an electric transmission line".

EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

BASIS OF BEARING AND COORDINATE SYSTEM:

LINEAR UNIT: INTERNATIONAL FOOT
GEODETIC DATUM: NAD 83 - ARIZONA
VERTICAL DATUM: NAVD88 (CONUS)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION SYSTEM

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 57' 00" W
NORTHING AT GRID ORIGIN: 0.000 FT
EASTING AT CENTRAL MERIDIAN: 70,000.00 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

THIS SURVEY WAS CONDUCTED USING GPS REFERENCED TO NGS (NATIONAL GEODETIC SURVEY) OPUS (ON-LINE POSITIONING SYSTEM) AND CONSTRAINED TO A LEAST-SQUARES ADJUSTMENT WITH AN ESTIMATED ACCURACY OF 95% CONFIDENCE LEVEL.

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE LOW DISTORTION PROJECTION DEFINITION. THIS PROJECTION IS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF PID No. 1425301 USING GPS WITH NGS GEOID MODEL "GEOID09".

NOTES:

AS TO THE MATTERS SHOWN HEREON, THE WLB GROUP INC. HAS RELIED SOLELY ON THE COMMITMENT FOR TITLE INSURANCE PREPARED AND ISSUED BY PIONEER TITLE AGENCY, INC. (ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012). THE WLB GROUP INC. AND THOMAS J. BUTLER, R.L.S. MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 3, 15, AND 16, THE LOCATION OF THE 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 12, THE LOCATION OF THE SPECIAL LAND USE PERMIT (SLUP) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 13, THE LOCATION OF THE RIGHT OF WAY (ROW) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION FROM THE CITY OF FLAGSTAFF GEOGRAPHICAL INFORMATION SYSTEM (GIS) AND BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 18, THE LOCATION OF THE 30 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 21 AND 23, THE LOCATION OF THE 10 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION AND SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 26, THE LEGAL DESCRIPTION HAS BEEN CORRECTED AS SHOWN HEREON WITH ITALIC AND PARENTHESES TO DESCRIBE THE AREA OF THIS SURVEY.

AS TO ALL EASEMENTS AND RIGHT OF WAY SHOWN HEREON, THEY ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

AS TO THE SCHEDULE B ITEMS LISTED HEREON AS INDETERMINATE, THESE ITEMS WERE EITHER NOT FURNISHED BY THE TITLE COMPANY OR DID NOT HAVE SUFFICIENT METES AND BOUNDS DESCRIPTIONS TO CONVEY THE LOCATIONS ON THIS SURVEY.

LEGAL DESCRIPTION:

FURNISHED BY SURVEYOR, Item 4, SCHEDULE B REQUIREMENTS, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

The following is a legal description of a parcel land lying within Section 4, Township 21 North, Range 8 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Being the TRUE POINT OF BEGINNING at a found 3" BLM brass cap "T21N, R8E, S33/S34/S4/S3, T21N, 1987" at the northeast corner of said Section;

Thence South 00°32'59" West along the east line of said Section, a distance of 2735.65 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the east quarter corner of said Section, from which a found 2 1/2" aluminum cap "W.C. 1/4, S4/S3, 1984" bears South 00°16'05" West, a distance of 5.00 feet;

Thence continuing along said line South 00°16'05" West, a distance of 893.94 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the northerly line of the Arizona Public Service 100.00 feet Right of Way;

Thence South 78°21'20" West along said Right of Way line, a distance of 2257.64 feet to a set 1/2" rebar with aluminum cap "LS 40640";

Thence continuing along said Right of Way line South 57°61'20" West, a distance of 573.50 feet to a set 1/2" rebar with aluminum cap "LS 40640" on a line parallel with and 100.00 feet east of the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence South 00°13'09" East along said parallel line, a distance of 688.17 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the south line of said Section;

Thence North 89°43'35" West along said Section line, a distance of 100.00 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the southeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 00°13'32" West along the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 958.38 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the northeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 89°53'06" West along the north line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 343.31 feet to a found 2" square metal plate in concrete "+ S.E. COR" at the southeast corner of the El Paso Natural Gas property;

Thence North 00°13'13" West along the east line of said property, a distance of 1314.62 feet to a found 2" square metal plate in concrete "+ N.E. COR" at the northeast corner of said property;

Thence South 89°37'35" West, along the north line of said property, a distance of 1268.42 feet to a found 2" square metal plate in concrete "+ N.W. COR" at the northwest corner of said property;

Thence South 00°14'30" East along the west line of said property, a distance of 1308.38 feet to a found 2" square metal plate in concrete "+" at the southwest corner of said property;

Thence North 89°54'04" West along the north line of the southwest quarter of the southwest quarter of the southwest quarter of said Section, a distance of 330.63 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the west line of said Section;

Thence North 00°16'31" West along said Section line, a distance of 1254.81 feet to a found 2 1/2" aluminum cap "T21N, R8E, 1/4, S3/S4, LS 14671, 1868" at the west quarter corner of said Section;

Thence continuing along said Section Line North 00°21'36" West, a distance of 2666.04 feet to a found 2 1/2" aluminum cap "T21N, S32/S33/S3/S4, T20N, LS 9431, 1979" at northeast corner of said Section;

Thence North 88°43'58" East along the north line of said Section, a distance of 2654.52 feet to a found 3" BLM brass cap "T21N, R8E, 1/4, S3/S4, T21N, 1987" at the north quarter-corner of said Section;

Thence continuing along said Section line North 89°16'14" East, a distance of 2655.34 feet to the TRUE POINT OF BEGINNING.

Containing 41.90 Acres, more or less

CERTIFICATION:

To The City of Flagstaff, Pioneer Title Agency, Inc., Get Republic National Title Insurance Company, and the State of Arizona, a Body Politic:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 10, 11(a), 11(b), 13, 16, 17, 20(a), and 20(b) of Table A thereof. The field work was completed on 02/13/2012.

Date: 02/15/2012

Thomas J. Butler R.L.S. 40640)

Instrument # 3619158 1 of 3
Recording At The Request Of
THE WLB GROUP
Date 2012-02-24 14:13:
Records of Coconino County, AZ
Candace Owens, County Recorder

Instrument # 3619158 | #3
Recorded At The Request Of:
The WLB Group Inc
Date: 2-24-2012
Records of Coconino County
Candace Owens, County Recorder

Official Records of Coconino County, AZ
Candace Owens - Recorder on 02-24-2012 at 14:13 pm Pg: 3
3619158

NO	DATE	REVISIONS

The WLB Group, INC. Engineers, Planners, Surveyors 123 W. Aspen Street, Flagstaff, AZ 86001 (928) 779-1388

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON
COVER SHEET

DESIGNED BY:	TJB	12
DRAWN BY:	TJB	13
CHECK BY:		
DATE:	2/15/2012	
FB:		
DATE:		

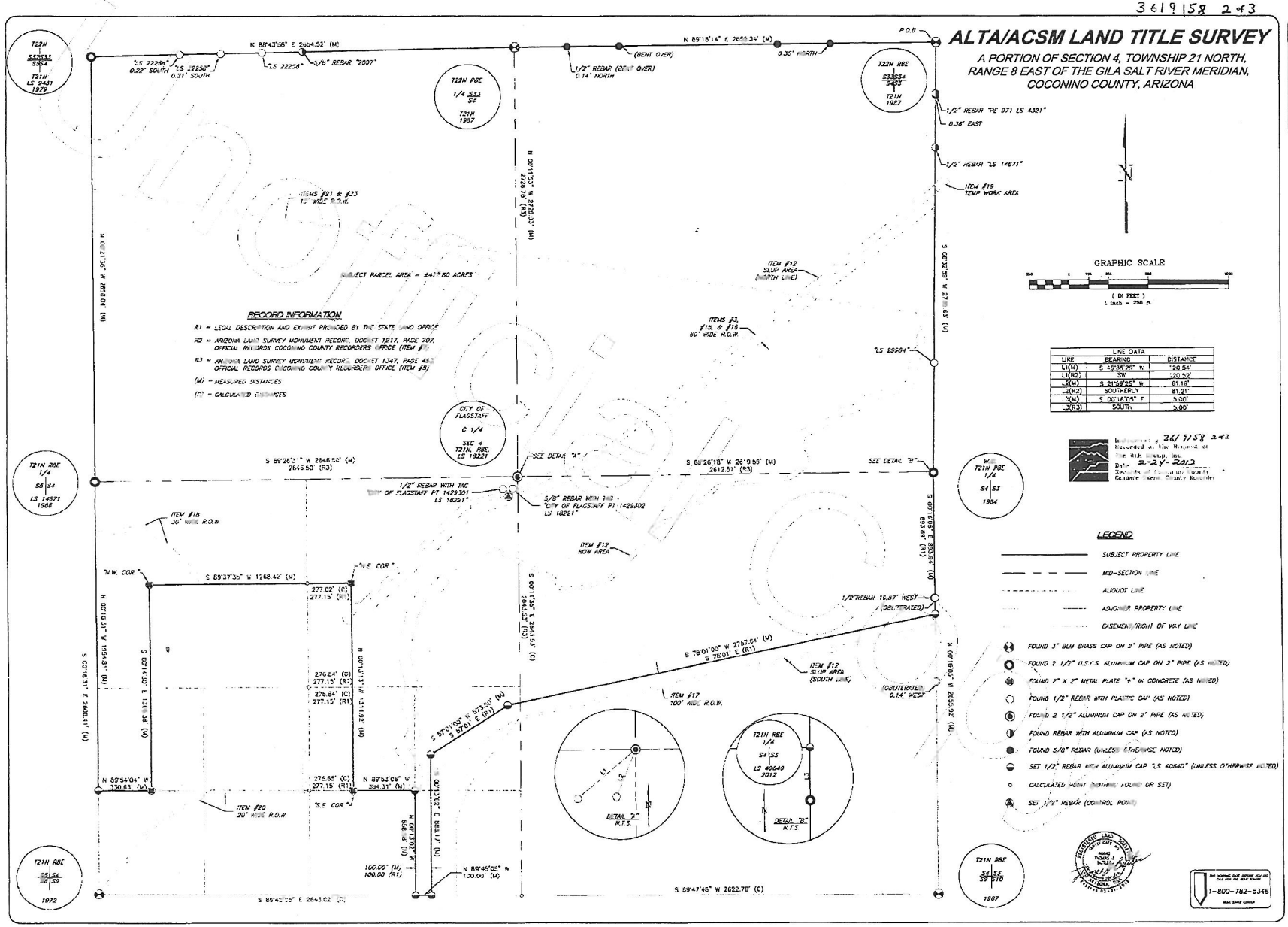
PROJECT NO.
311019A002

SHEET 1 OF 3

1-800-782-5348
Blue Stake, Inc.

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



RECORD INFORMATION

R1 = LEGAL DESCRIPTION AND EXHIBIT PROVIDED BY THE STATE LAND OFFICE

R2 = ARIZONA LAND SURVEY MONUMENT RECORD, DOCKET 1217, PAGE 207, OFFICIAL RECORDS COCONINO COUNTY RECORDERS OFFICE (ITEM #7)

R3 = ARIZONA LAND SURVEY MONUMENT RECORD, DOCKET 1347, PAGE 483 OFFICIAL RECORDS COCONINO COUNTY RECORDERS OFFICE (ITEM #8)

(M) = MEASURED DISTANCES

(C) = CALCULATED DISTANCES

LINE DATA		
LINE	BEARING	DISTANCE
L1(M)	S 45°34'29" W	20.54'
L1(R2)	SW	20.59'
L2(M)	S 21°59'25" W	81.16'
L2(R2)	SOUTHERLY	81.21'
L3(M)	S 00°16'05" E	5.00'
L3(R3)	SOUTH	5.00'

Instrument # 3619158 2 of 2 Recorded at the Request of The WLB Group, Inc. Date 2-24-2015 Records of Coconino County, Arizona. Witness my hand and official seal. County Recorder

LEGEND

- SUBJECT PROPERTY LINE
- MID-SECTION LINE
- ALIQUOT LINE
- ADJOINER PROPERTY LINE
- EASEMENT/RIGHT OF WAY LINE
- FOUND 3" BLM BRASS CAP ON 2" PIPE (AS NOTED)
- FOUND 2 1/2" U.S.L.S. ALUMINUM CAP ON 2" PIPE (AS NOTED)
- FOUND 2" X 2" METAL PLATE "+" IN CONCRETE (AS NOTED)
- FOUND 1/2" REBAR WITH PLASTIC CAP (AS NOTED)
- FOUND 2 1/2" ALUMINUM CAP ON 2" PIPE (AS NOTED)
- FOUND REBAR WITH ALUMINUM CAP (AS NOTED)
- FOUND 5/8" REBAR (UNLESS OTHERWISE NOTED)
- SET 1/2" REBAR WITH ALUMINUM CAP "LS 40640" (UNLESS OTHERWISE NOTED)
- CALCULATED POINT (NOTHING FOUND OR SET)
- SET 1/2" REBAR (CONTROL POINT)

REGISTERED LAND SURVEYOR — JAMES THOMAS J. BUTLER — 40640 — ARIZONA U.S.A.

1-800-782-5348 BLUE STAKE, INC.

NO.	DATE	REVISIONS

The WLB Group, Inc. — Engineers • Surveyors • Planners — Phoenix Office: 4444 E. Broadway, Phoenix, AZ 85040 — Flagstaff Office: 533 N. Beaver Street, Flagstaff, AZ 86001 — 928.779.1009

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON
GEOMETREY SHEET

DESIGNED BY: TB
DRAWN BY: TB
CHECK BY: JB
DATE: FEB 2015

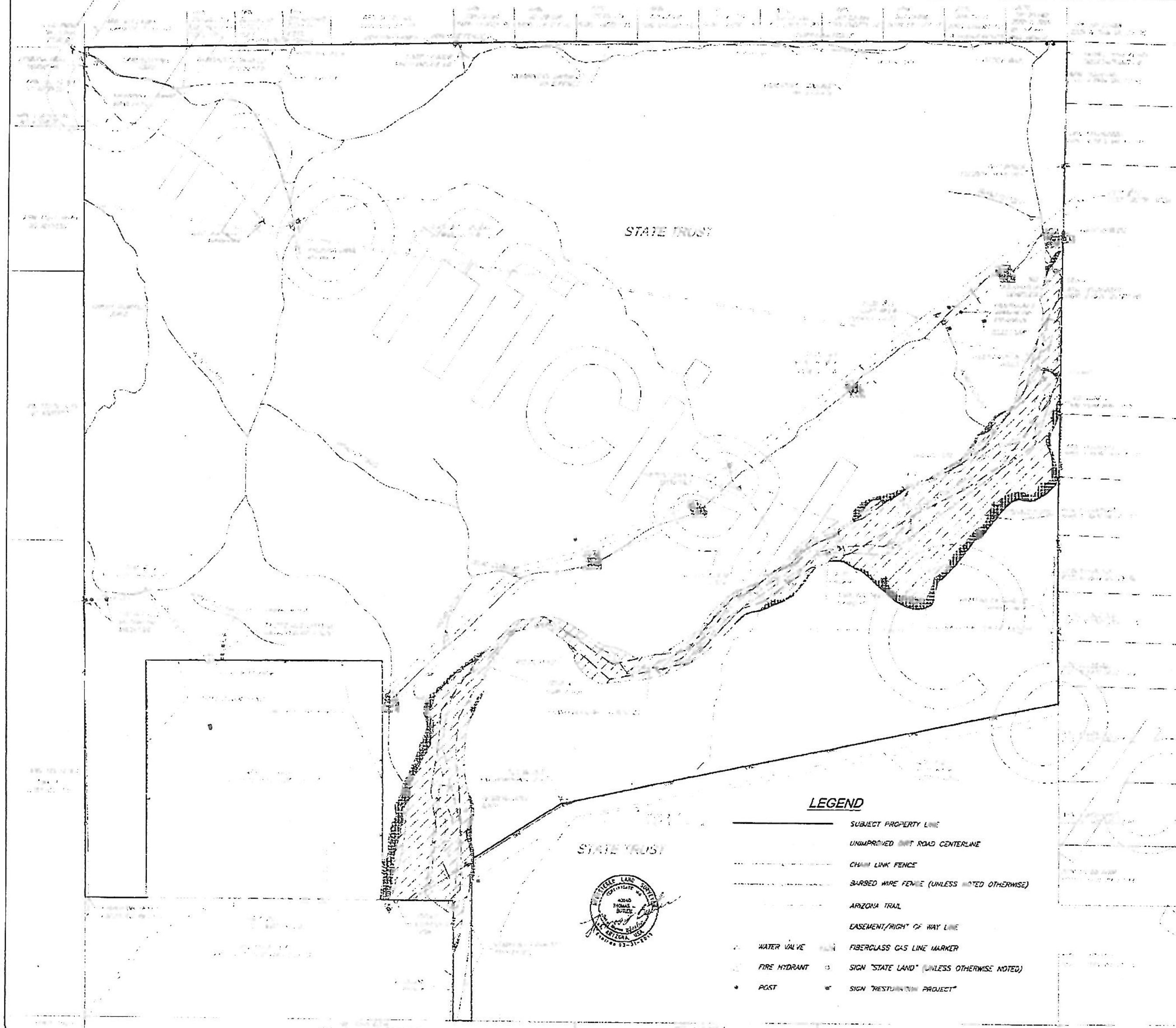
PROJECT NO. 311019A002

SHEET 2 OF 3

3619158 Page: 2 of 3 02/24/2015 08:53:19 AM

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



Instrument # 3619158 3 of 3
Recorded at the Request of
The WLB Group Inc
Date 2-24-2012

LEGEND

- SUBJECT PROPERTY LINE
- UNIMPROVED DIRT ROAD CENTERLINE
- CHAIN LINK FENCE
- BARBED WIRE FENCE (UNLESS NOTED OTHERWISE)
- ARIZONA TRAIL
- EASEMENT/RIGHT OF WAY LINE
- WATER VALVE — FIBERGLASS GAS LINE MARKER
- FIRE HYDRANT — SIGN "STATE LAND" (UNLESS OTHERWISE NOTED)
- POST — SIGN "RESTORATION PROJECT"

NOTES:

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND APPURTENANCES LOCATED AT THE TIME THE FIELD SURVEY WAS BEING CONDUCTED AND INFORMATION OBTAINED FROM CITY OF FLAGSTAFF GIS.

UNLESS LABELED HEREON, THE ADJOINING PARCEL FENCE LINES DO NOT ENCROACH ACROSS THE SUBJECT PARCEL.

REMAINS OF BARBED WIRE FENCE LINES SHOWN HEREON ARE BASED ON FIELD LOCATIONS OF EXISTING FENCE, OLD WIRE FOUND ON THE GROUND, AND OLD POST.

THE CENTERLINE OF UNIMPROVED DIRT ROADS SHOWN HEREON ARE BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE CENTERLINE OF RIO DE FLAG SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE ROADS LABELED HEREON AS CLOSED HAD A SIGN OR LOG BARRIER ACROSS THEM TO PREVENT ACCESS.

THE CENTERLINE OF THE ARIZONA TRAIL SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE LANDSCAPE AREA SHOWN HEREON DID NOT HAVE ANY PERMANENT FEATURES OR EARTHWORK OBSERVED AT THE TIME THE FIELD SURVEY WAS BEING CONDUCTED.

THE EARTH WORKED AREA SHOWN HEREON IS BASED ON GOOGLE EARTH IMAGE DATED JUNE 2011 AND IS AN AREA OF EXCAVATION FOR CINDERS.

THE WELL/PUMP SHOWN HEREON SHOULD BE VERIFIED BY A PROFESSIONAL AS TO WHAT EXACTLY IT IS.

THE ADDRESS AND LINE WORK OF THE ADJOINING PARCELS SHOWN HEREON ARE BASED ON CITY OF FLAGSTAFF GIS AND ARE FOR REFERENCE ONLY.

THE EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE INFORMATION AS NOTED ON SHEET 1 AND ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

THE FEMA FLOOD ZONES AND FLOODWAY SHOWN HEREON ARE BASED ON A SCALED IMAGE OF FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04005C6835G, EFFECTIVE DATE SEPTEMBER 3, 2010.

ZONE AE = AREA OF SPECIAL FLOOD HAZARD SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATION DETERMINED.

ZONE X = AREA OF 0.2% ANNUAL CHANCE FLOOD; AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

FLOODWAY AREA IN ZONE AE = THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENTS SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.

1-800-782-5348

NO.	DATE	ITEM
REVISIONS		

The WLB Group Inc

Engineering • Planning • Surveying • Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
523 N. Beaver Street, Flagstaff, AZ 86001
PH(928) 779-1500

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON

TOPOGRAPHY SHEET

DESIGNED BY: JD
DRAWN BY: TB,CT
CHECK BY: JD
DATE: FEB 2012
BY:
DATE:

PROJECT NO. 311019A002

SHEET	OF
3	3

ORDINANCE NO. 2016-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 477.8 ACRES OF REAL PROPERTY KNOWN AS PICTURE CANYON FROM NO ZONING AND RURAL RESIDENTIAL ("RR") TO PUBLIC OPEN SPACE ("POS"), AND TO APPLY THE LANDMARKS OVERLAY (LO), THE RESOURCE PROTECTION OVERLAY (RPO) AND THE RURAL FLOODPLAIN DESIGNATION TO APPROXIMATELY 77.8 ACRES; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, The City of Flagstaff (the "Applicant"), applied for a Zoning Map Amendment for approximately 477.8 acres of land located at Picture Canyon, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to preserve an open space area.

WHEREAS, in furtherance of the Applicant's reasons for the rezone, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from No Zoning and Rural Residential (RR) zone to Public Open Space (POS), and to apply the Landmarks Overlay (LO) zone, the Resource Protection Overlay (RPO) zone and the Rural Floodplain Designation to approximately 77.8 acres of the Property; and

WHEREAS, the Applicant conducted a neighborhood meeting on October 22, 2015, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and a public hearing on February 24, 2016, and has recommended approval of the requested zoning application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff has recommended approval of the Zoning Map Amendment application, subject to the condition proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered the condition and has found the condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the condition set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from No Zoning and Rural Residential (RR) zones to the Public Open Space (POS) zone for approximately 477.8 acres, and to apply the Landmarks Overlay (LO) zone, the Resource Protection Overlay (RPO) zone and the Rural Floodplain Designation to approximately 77.8 acres of the Property, as depicted in Exhibit "A", through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following condition proposed by the Planning and Zoning Commission, as augmented by staff:

CONDITIONS:

1. The City of Flagstaff maintains the right to access the subject property to install, locate, operate, repair, replace, alter, and maintain any and all existing and future underground pipelines and utility services infrastructure of all types within the subject property. This shall include but not be limited to water transmission and distribution lines. The City of Flagstaff also maintains the right to remove, alter, or maintain any vegetation, improvements, or obstructions during the installation of these pipelines or utility services infrastructure on the subject property.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 9. 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 10. 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 19th day of April, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

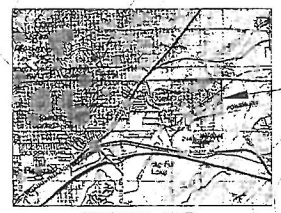
Exhibit “A”

Legal Description of Property

3619158 | #3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

SCHEDULE B - EXCEPTIONS

FROM COMMITMENT FOR TITLE INSURANCE, ISSUED BY PIONEER TITLE AGENCY, INC. ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012

ITEM NO.	DESCRIPTION	NOTES
1	ANY ACTIONS TAX ASSESSMENTS	INDETERMINATE
2	RIGHT OF ENTRY RESERVED	INDETERMINATE
3	EASEMENTS AND RIGHTS	SHOWN HEREON
4	EASEMENTS AND RIGHTS	INDETERMINATE
5	EASEMENTS AND RIGHTS	INDETERMINATE
6	AGREEMENT ACCORDING TO TERMS	INDETERMINATE
7	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
8	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
9	THE EFFECT OF RESOLUTION	INDETERMINATE
10	GRAZING LEASE	INDETERMINATE
11	RIGHT OF WAY	INDETERMINATE
12	RIGHT OF WAY	SHOWN HEREON
13	RIGHT OF WAY	INDETERMINATE
14	RIGHT OF WAY	INDETERMINATE
15	RIGHT OF WAY	SHOWN HEREON
16	RIGHT OF WAY	SHOWN HEREON
17	RIGHT OF WAY	SHOWN HEREON
18	RIGHT OF WAY	SHOWN HEREON
19	RIGHT OF WAY	SHOWN HEREON
20	RIGHT OF WAY	SHOWN HEREON
21	RIGHT OF WAY	SHOWN HEREON
22	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
23	APPLICATION FOR RIGHT OF WAY	SHOWN HEREON
24	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
25	RIGHTS AS DISCLOSED	INDETERMINATE
26	AMBIGUITY OF THE DESCRIPTION	SHOWN HEREON
27	RESERVATION OR EXCEPTIONS	INDETERMINATE
28	WATER RIGHTS, CLAIMS OR TITLE	INDETERMINATE

LEGAL DESCRIPTION:

FROM EXHIBIT A, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

Section 4, Township 21 North, Range 8 East, Gila & Salt River Base of Meridian, Coconino County, Arizona;

EXCEPT the South half of the Southwest quarter, (of the Southwest quarter), and the Southeast quarter of the Southeast quarter of the Southwest quarter of said Section 4; AND

EXCEPT the East half of the Southwest quarter of the Northwest quarter of the Southwest quarter; the Southeast quarter of the Northwest quarter of the Southwest quarter; the East half of the Northwest quarter of the Southwest quarter of the Southwest quarter; the Northeast quarter of the Southwest quarter of the Southwest quarter; the West 272.15 feet of the West half of the Southwest quarter of the Northeast quarter of the Southwest quarter; and the West 272.15 feet of the West half of the Northwest quarter of the Southeast quarter of the Southeast quarter of said Section 4; AND

EXCEPT a portion of the South half of said Section 4 lying Southerly of "an electric transmission line".

EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

BASIS OF BEARING AND COORDINATE SYSTEM:

LINEAR UNIT: INTERNATIONAL FOOT
GEODETIC DATUM: NAD 83 - ARIZONA
VERTICAL DATUM: NAVD88 (CONUS)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION SYSTEM

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 57' 00" W
NORTHING AT GRID ORIGIN: 0.000 FT
EASTING AT CENTRAL MERIDIAN: 70,000.00 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

THIS SURVEY WAS CONDUCTED USING GPS REFERENCED TO NGS (NATIONAL GEODETIC SURVEY) OPUS (ON-LINE POSITIONING SYSTEM) AND CONSTRAINED TO A LEAST-SQUARES ADJUSTMENT WITH AN ESTIMATED ACCURACY OF 95% CONFIDENCE LEVEL.

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE LOW DISTORTION PROJECTION DEFINITION. THIS PROJECTION IS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF PID No. 1425301 USING GPS WITH NGS GEOID MODEL "GEOID09".

NOTES:

AS TO THE MATTERS SHOWN HEREON, THE WLB GROUP INC. HAS RELIED SOLELY ON THE COMMITMENT FOR TITLE INSURANCE PREPARED AND ISSUED BY PIONEER TITLE AGENCY, INC. (ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012). THE WLB GROUP INC. AND THOMAS J. BUTLER, R.L.S. MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 3, 15, AND 16, THE LOCATION OF THE 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 12, THE LOCATION OF THE SPECIAL LAND USE PERMIT (SLUP) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 13, THE LOCATION OF THE RIGHT OF WAY (ROW) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION FROM THE CITY OF FLAGSTAFF GEOGRAPHICAL INFORMATION SYSTEM (GIS) AND BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 18, THE LOCATION OF THE 30 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 21 AND 23, THE LOCATION OF THE 10 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION AND SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 26, THE LEGAL DESCRIPTION HAS BEEN CORRECTED AS SHOWN HEREON WITH ITALIC AND PARENTHESES TO DESCRIBE THE AREA OF THIS SURVEY.

AS TO ALL EASEMENTS AND RIGHT OF WAY SHOWN HEREON, THEY ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

AS TO THE SCHEDULE B ITEMS LISTED HEREON AS INDETERMINATE, THESE ITEMS WERE EITHER NOT FURNISHED BY THE TITLE COMPANY OR DID NOT HAVE SUFFICIENT METES AND BOUNDS DESCRIPTIONS TO CONVEY THE LOCATIONS ON THIS SURVEY.

LEGAL DESCRIPTION:

FURNISHED BY SURVEYOR, Item 4, SCHEDULE B REQUIREMENTS, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

The following is a legal description of a parcel land lying within Section 4, Township 21 North, Range 8 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Being the TRUE POINT OF BEGINNING at a found 3" BLM brass cap "T21N, R8E, S33/S34/S4/S3, T21N, 1987" at the northeast corner of said Section;

Thence South 00°32'59" West along the east line of said Section, a distance of 2735.65 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the east quarter corner of said Section, from which a found 2 1/2" aluminum cap "W.C. 1/4, S4/S3, 1984" bears South 00°16'05" West, a distance of 5.00 feet;

Thence continuing along said line South 00°16'05" West, a distance of 893.94 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the northerly line of the Arizona Public Service 100.00 feet Right of Way;

Thence South 78°21'20" West along said Right of Way line, a distance of 2257.64 feet to a set 1/2" rebar with aluminum cap "LS 40640";

Thence continuing along said Right of Way line South 57°61'20" West, a distance of 573.50 feet to a set 1/2" rebar with aluminum cap "LS 40640" on a line parallel with and 100.00 feet east of the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence South 00°13'09" East along said parallel line, a distance of 688.17 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the south line of said Section;

Thence North 89°43'35" West along said Section line, a distance of 100.00 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the southeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 00°13'32" West along the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 958.38 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the northeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 89°53'06" West along the north line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 343.31 feet to a found 2" square metal plate in concrete "+ S.E. COR" at the southeast corner of the El Paso Natural Gas property;

Thence North 00°13'13" West along the east line of said property, a distance of 1314.62 feet to a found 2" square metal plate in concrete "+ N.E. COR" at the northeast corner of said property;

Thence South 89°37'35" West, along the north line of said property, a distance of 1268.42 feet to a found 2" square metal plate in concrete "+ N.W. COR" at the northwest corner of said property;

Thence South 00°14'30" East along the west line of said property, a distance of 1308.38 feet to a found 2" square metal plate in concrete "+" at the southwest corner of said property;

Thence North 89°54'04" West along the north line of the southwest quarter of the southwest quarter of the southwest quarter of said Section, a distance of 330.63 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the west line of said Section;

Thence North 00°16'31" West along said Section line, a distance of 1254.81 feet to a found 2 1/2" aluminum cap "T21N, R8E, 1/4, S3/S4, LS 14671, 1868" at the west quarter corner of said Section;

Thence continuing along said Section Line North 00°21'36" West, a distance of 2666.04 feet to a found 2 1/2" aluminum cap "T21N, S32/S33/S3/S4, T20N, LS 9431, 1979" at northeast corner of said Section;

Thence North 88°43'58" East along the north line of said Section, a distance of 2654.52 feet to a found 3" BLM brass cap "T21N, R8E, 1/4, S3/S4, T21N, 1987" at the north quarter-corner of said Section;

Thence continuing along said Section line North 89°16'14" East, a distance of 2655.34 feet to the TRUE POINT OF BEGINNING.

Containing 41.90 Acres, more or less

CERTIFICATION:

To The City of Flagstaff, Pioneer Title Agency, Inc., Get Republic National Title Insurance Company, and the State of Arizona, a Body Politic:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 10, 11(a), 11(b), 13, 16, 17, 20(a), and 20(b) of Table A thereof. The field work was completed on 02/13/2012.

Date: 02/15/2012

Thomas J. Butler R.L.S. 40640)

Instrument # 3619158 1 of 3
Recording At The Request Of
THE WLB GROUP
Date 2012-02-24 14:13:
Records of Coconino County, AZ
Candace Owens, County Recorder

Instrument # 3619158 | #3
Recorded At The Request Of:
The WLB Group Inc
Date: 2-24-2012
Records of Coconino County
Candace Owens, County Recorder

Official Records of Coconino County, AZ
Candace Owens - Recorder on 02-24-2012 at 14:13 pm Pg: 3
3619158

NO	DATE	REVISIONS

The WLB Group, INC. Engineers, Planners, Surveyors 123 W. Aspen Street, Flagstaff, AZ 86001 (928) 779-1388

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON
COVER SHEET

DESIGNED BY:	TJB	12
DRAWN BY:	TJB	13
CHECK BY:		
DATE:	2/15/2012	
FB:		
DATE:		

PROJECT NO.
311019A002

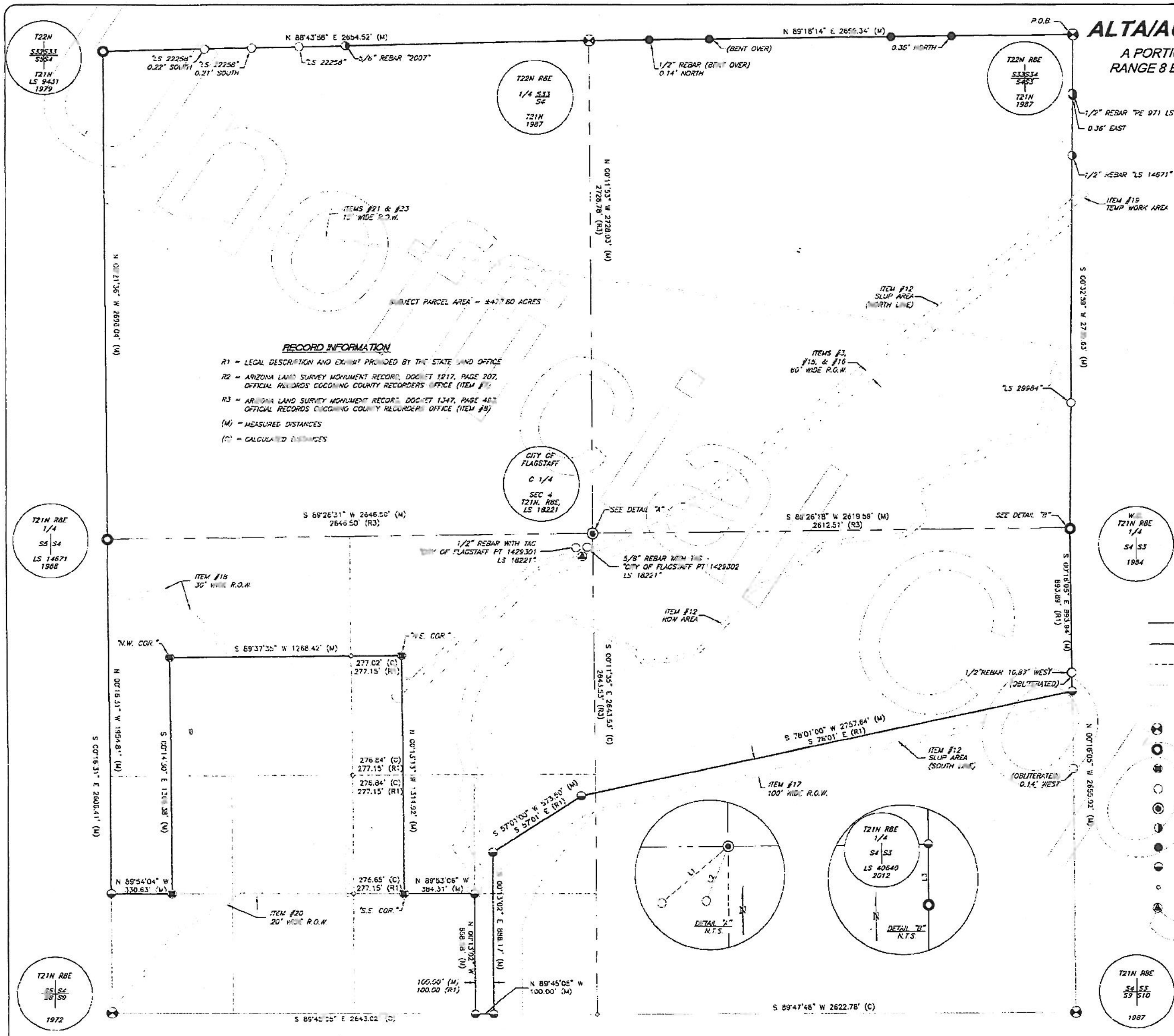
SHEET 1 OF 3

1-800-782-5348
Blue Stake, Inc.

3619158 2 of 3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



RECORD INFORMATION

R1 = LEGAL DESCRIPTION AND EXHIBIT PROVIDED BY THE STATE LAND OFFICE

R2 = ARIZONA LAND SURVEY MONUMENT RECORD, DOCKET 1217, PAGE 207, OFFICIAL RECORDS COCONINO COUNTY RECORDERS OFFICE (ITEM #_)

R3 = ARIZONA LAND SURVEY MONUMENT RECORD, DOCKET 1347, PAGE 48_, OFFICIAL RECORDS COCONINO COUNTY RECORDERS OFFICE (ITEM #9)

(M) = MEASURED DISTANCES

(C) = CALCULATED DISTANCES

LINE DATA		
LINE	BEARING	DISTANCE
L1(M)	S 49°36'29" W	20.54'
L1(R2)	SW	20.52'
L2(M)	S 21°59'25" W	81.16'
L2(R2)	SOUTHERLY	81.21'
L3(M)	S 00°16'05" E	5.00'
L3(R3)	SOUTH	5.00'

Instrument # 3619158 2 of 3
Recorded at the Request of The WLB Group, Inc
Date 2-24-2012
Records of Coconino County
Coconino County Recorder

LEGEND

SUBJECT PROPERTY LINE

MID-SECTION LINE

ALIQUOT LINE

ADJOINER PROPERTY LINE

EASEMENT/RIGHT OF WAY LINE

FOUND 3" BLM BRASS CAP ON 2" PIPE (AS NOTED)

FOUND 2 1/2" U.S.F.S. ALUMINUM CAP ON 2" PIPE (AS NOTED)

FOUND 2" x 2" METAL PLATE "+" IN CONCRETE (AS NOTED)

FOUND 1/2" REBAR WITH PLASTIC CAP (AS NOTED)

FOUND 2 1/2" ALUMINUM CAP ON 2" PIPE (AS NOTED)

FOUND REBAR WITH ALUMINUM CAP (AS NOTED)

FOUND 5/8" REBAR (UNLESS OTHERWISE NOTED)

SET 1/2" REBAR WITH ALUMINUM CAP "LS 40640" (UNLESS OTHERWISE NOTED)

CALCULATED POINT (NOTHING FOUND OR SET)

SET 1/2" REBAR (CONTROL POINT)

1-800-782-5348

NO.	DATE	ITEM

REVISIONS

The WLB Group Inc. — Engineering • Planning • Surveying, Landscape Architecture • Urban Design. Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV. 573 N. Beaver Street, Flagstaff, AZ 86001. PH(928) 779-1500

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON
GEOMETREY SHEET

DESIGNED BY: TD
DRAWN BY: TB,CY
CHECK BY: TD
DATE: FEB 2012

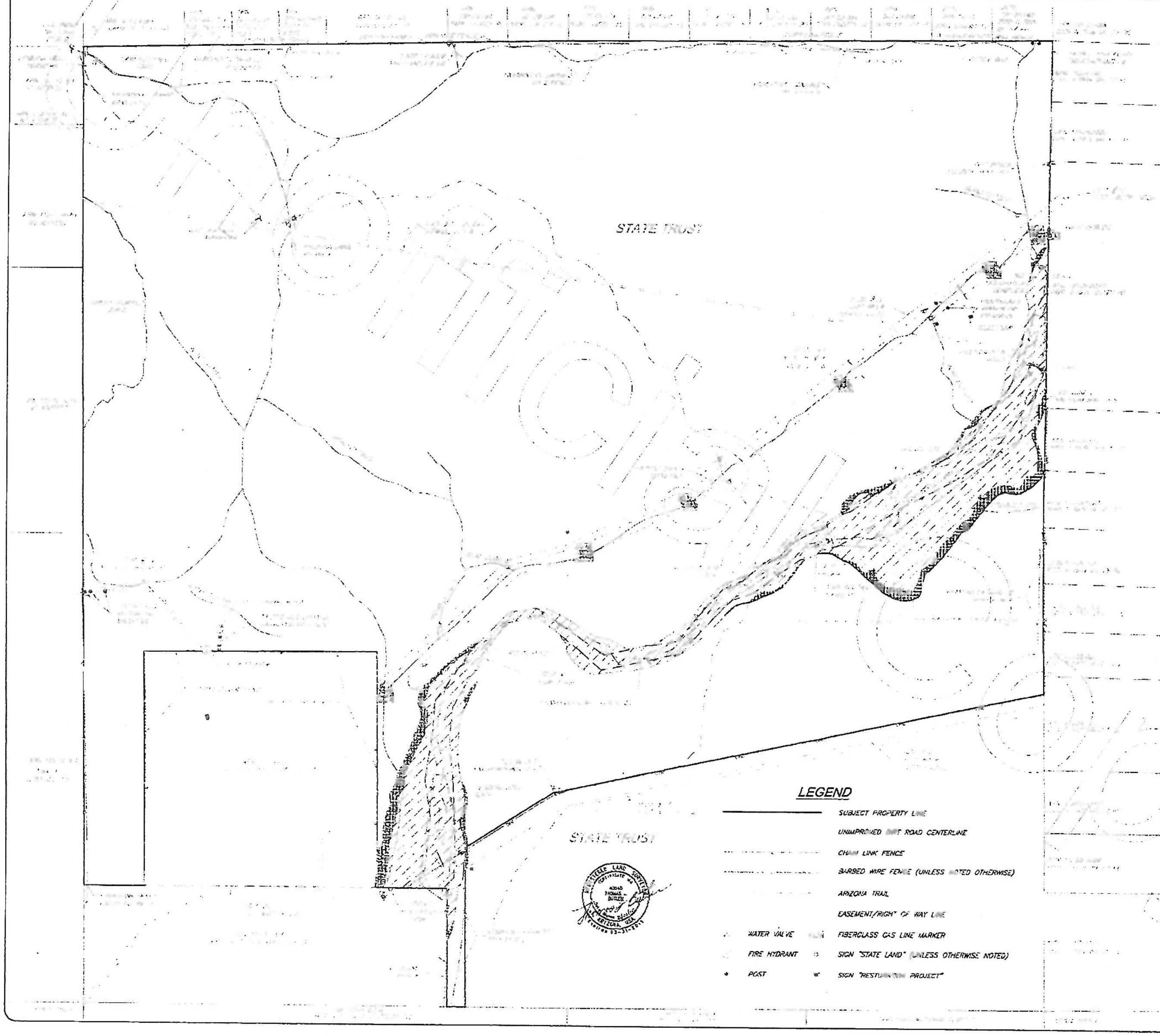
PROJECT NO. 311019A002

SHEET 2 OF 3

3619158 3 of 3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



N

GRAPHIC SCALE

(IN FEET)
1 inch = 250 ft.

Instrument # 3619158 3 of 3
Recorded at the Request of
The WLB Group Inc
Date 2-24-2012
Records of Coconino County
Candace Owens, County Recorder

NOTES:

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND APPURTENANCES LOCATED AT THE TIME THE FIELD SURVEY WAS BEING CONDUCTED AND INFORMATION OBTAINED FROM CITY OF FLAGSTAFF GIS.

UNLESS LABELED HEREON, THE ADJOINING PARCEL FENCE LINES DO NOT ENCROACH ACROSS THE SUBJECT PARCEL.

REMAINS OF BARBED WIRE FENCE LINES SHOWN HEREON ARE BASED ON FIELD LOCATIONS OF EXISTING FENCE, OLD WIRE FOUND ON THE GROUND, AND OLD POST.

THE CENTERLINE OF UNIMPROVED DIRT ROADS SHOWN HEREON ARE BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE CENTERLINE OF RIO DE FLAG SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE ROADS LABELED HEREON AS CLOSED HAD A SIGN OR LOG BARRIER ACROSS THEM TO PREVENT ACCESS.

THE CENTERLINE OF THE ARIZONA TRAIL SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE LANDSCAPE AREA SHOWN HEREON DID NOT HAVE ANY PERMANENT FEATURES OR EARTHWORK OBSERVED AT THE TIME THE FIELD SURVEY WAS BEING CONDUCTED.

THE EARTH WORKED AREA SHOWN HEREON IS BASED ON GOOGLE EARTH IMAGE DATED JUNE 2011 AND IS AN AREA OF EXCAVATION FOR CINDERS.

THE WELL/PUMP SHOWN HEREON SHOULD BE VERIFIED BY A PROFESSIONAL AS TO WHAT EXACTLY IT IS.

THE ADDRESS AND LINE WORK OF THE ADJOINING PARCELS SHOWN HEREON ARE BASED ON CITY OF FLAGSTAFF GIS AND ARE FOR REFERENCE ONLY.

THE EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE INFORMATION AS NOTED ON SHEET 1 AND ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

THE FEMA FLOOD ZONES AND FLOODWAY SHOWN HEREON ARE BASED ON A SCALED IMAGE OF FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04005C683-G, EFFECTIVE DATE SEPTEMBER 3, 2010.

ZONE AE = AREA OF SPECIAL FLOOD HAZARD SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATION DETERMINED.

ZONE X = AREA OF 0.2% ANNUAL CHANCE FLOOD; AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

FLOODWAY AREA IN ZONE AE = THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENTS SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.

1-800-782-5348

NO.	DATE	ITEM

REVISIONS

The WLB Group INC.

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
523 N. Beaver Street, Flagstaff, AZ 86001
PH.(928) 779-1500

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON

TOPOGRAPHY SHEET

DESIGNED BY: TP
DRAWN BY: TB,CT
CHECK BY: TP
DATE: FEB 2012
BY:
DATE:

PROJECT NO. 311019A002

SHEET	OF
3	3

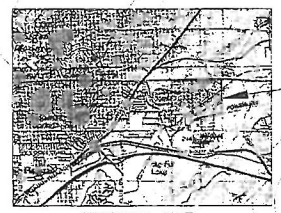
Exhibit “B”

Legal Description of New Zoning

3619158 | #3

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 8 EAST OF THE GILA SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

SCHEDULE B - EXCEPTIONS

FROM COMMITMENT FOR TITLE INSURANCE, ISSUED BY PIONEER TITLE AGENCY, INC. ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012

ITEM NO.	DESCRIPTION	NOTES
1	ANY ACTIONS TAX ASSESSMENTS	INDETERMINATE
2	RIGHT OF ENTRY RESERVED	INDETERMINATE
3	EASEMENTS AND RIGHTS	SHOWN HEREON
4	EASEMENTS AND RIGHTS	INDETERMINATE
5	EASEMENTS AND RIGHTS	INDETERMINATE
6	AGREEMENT ACCORDING TO TERMS	INDETERMINATE
7	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
8	LAND SURVEY MONUMENT RECORD	SHOWN HEREON
9	THE EFFECT OF RESOLUTION	INDETERMINATE
10	GRAZING LEASE	INDETERMINATE
11	RIGHT OF WAY	INDETERMINATE
12	RIGHT OF WAY	SHOWN HEREON
13	RIGHT OF WAY	INDETERMINATE
14	RIGHT OF WAY	INDETERMINATE
15	RIGHT OF WAY	SHOWN HEREON
16	RIGHT OF WAY	SHOWN HEREON
17	RIGHT OF WAY	SHOWN HEREON
18	RIGHT OF WAY	SHOWN HEREON
19	RIGHT OF WAY	SHOWN HEREON
20	RIGHT OF WAY	SHOWN HEREON
21	RIGHT OF WAY	SHOWN HEREON
22	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
23	APPLICATION FOR RIGHT OF WAY	SHOWN HEREON
24	APPLICATION FOR RIGHT OF WAY	INDETERMINATE
25	RIGHTS AS DISCLOSED	INDETERMINATE
26	AMBIGUITY OF THE DESCRIPTION	SHOWN HEREON
27	RESERVATION OR EXCEPTIONS	INDETERMINATE
28	WATER RIGHTS, CLAIMS OR TITLE	INDETERMINATE

LEGAL DESCRIPTION:

FROM EXHIBIT A, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

Section 4, Township 21 North, Range 8 East, Gila & Salt River Base of Meridian, Coconino County, Arizona;

EXCEPT the South half of the Southwest quarter, (of the Southwest quarter), and the Southeast quarter of the Southeast quarter of the Southwest quarter of said Section 4; AND

EXCEPT the East half of the Southwest quarter of the Northwest quarter of the Southwest quarter; the Southeast quarter of the Northwest quarter of the Southwest quarter; the East half of the Northwest quarter of the Southwest quarter of the Southwest quarter; the Northeast quarter of the Southwest quarter of the Southwest quarter; the West 272.15 feet of the West half of the Southwest quarter of the Northeast quarter of the Southwest quarter; and the West 272.15 feet of the West half of the Northwest quarter of the Southeast quarter of the Southeast quarter of said Section 4; AND

EXCEPT a portion of the South half of said Section 4 lying Southerly of "an electric transmission line".

EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable material as reserved in Arizona Revised Statutes.

BASIS OF BEARING AND COORDINATE SYSTEM:

LINEAR UNIT: INTERNATIONAL FOOT
GEODETIC DATUM: NAD 83 - ARIZONA
VERTICAL DATUM: NAVD88 (CONUS)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION SYSTEM

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 57' 00" W
NORTHING AT GRID ORIGIN: 0.000 FT
EASTING AT CENTRAL MERIDIAN: 70,000.00 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

THIS SURVEY WAS CONDUCTED USING GPS REFERENCED TO NGS (NATIONAL GEODETIC SURVEY) OPUS (ON-LINE POSITIONING SYSTEM) AND CONSTRAINED TO A LEAST-SQUARES ADJUSTMENT WITH AN ESTIMATED ACCURACY OF 95% CONFIDENCE LEVEL.

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE LOW DISTORTION PROJECTION DEFINITION. THIS PROJECTION IS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF PID No. 1425301 USING GPS WITH NGS GEOID MODEL "GEOID09".

NOTES:

AS TO THE MATTERS SHOWN HEREON, THE WLB GROUP INC. HAS RELIED SOLELY ON THE COMMITMENT FOR TITLE INSURANCE PREPARED AND ISSUED BY PIONEER TITLE AGENCY, INC. (ORDER NO.: 00655687, EFFECTIVE DATE: 12/29/11 AT 7:30 A.M., AMENDED 01/17/2012). THE WLB GROUP INC. AND THOMAS J. BUTLER, R.L.S. MAKES NO STATEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE SUBJECT COMMITMENT FOR TITLE INSURANCE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 3, 15, AND 16, THE LOCATION OF THE 60 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 12, THE LOCATION OF THE SPECIAL LAND USE PERMIT (SLUP) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 13, THE LOCATION OF THE RIGHT OF WAY (ROW) AREA AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION FROM THE CITY OF FLAGSTAFF GEOGRAPHICAL INFORMATION SYSTEM (GIS) AND BY SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 18, THE LOCATION OF THE 30 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT TO THE FIBERGLASS GAS LINE MARKERS LOCATED IN THE FIELD AT THE TIME OF THIS SURVEY AND A DESCRIPTION PROVIDED BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEMS 21 AND 23, THE LOCATION OF THE 10 FEET WIDE RIGHT OF WAY AS SHOWN ON SHEET 2 WAS DETERMINED BY A BEST FIT LOCATION AND SCALING AN EXHIBIT PROVIDE BY THE STATE LAND OFFICE.

AS TO SCHEDULE B EXCEPTIONS ITEM 26, THE LEGAL DESCRIPTION HAS BEEN CORRECTED AS SHOWN HEREON WITH ITALIC AND PARENTHESES TO DESCRIBE THE AREA OF THIS SURVEY.

AS TO ALL EASEMENTS AND RIGHT OF WAY SHOWN HEREON, THEY ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

AS TO THE SCHEDULE B ITEMS LISTED HEREON AS INDETERMINATE, THESE ITEMS WERE EITHER NOT FURNISHED BY THE TITLE COMPANY OR DID NOT HAVE SUFFICIENT METES AND BOUNDS DESCRIPTIONS TO CONVEY THE LOCATIONS ON THIS SURVEY.

LEGAL DESCRIPTION:

FURNISHED BY SURVEYOR, Item 4, SCHEDULE B REQUIREMENTS, COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 00655687

The following is a legal description of a parcel land lying within Section 4, Township 21 North, Range 8 East, of the Gila Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Being the TRUE POINT OF BEGINNING at a found 3" BLM brass cap "T21N, R8E, S33/S34/S4/S3, T21N, 1987" at the northeast corner of said Section;

Thence South 00°32'59" West along the east line of said Section, a distance of 2735.65 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the east quarter corner of said Section, from which a found 2 1/2" aluminum cap "W.C. 1/4, S4/S3, 1984" bears South 00°16'05" West, a distance of 5.00 feet;

Thence continuing along said line South 00°16'05" West, a distance of 893.94 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the northerly line of the Arizona Public Service 100.00 feet Right of Way;

Thence South 78°21'20" West along said Right of Way line, a distance of 2257.64 feet to a set 1/2" rebar with aluminum cap "LS 40640";

Thence continuing along said Right of Way line South 57°61'20" West, a distance of 573.50 feet to a set 1/2" rebar with aluminum cap "LS 40640" on a line parallel with and 100.00 feet east of the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence South 00°13'09" East along said parallel line, a distance of 688.17 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the south line of said Section;

Thence North 89°43'35" West along said Section line, a distance of 100.00 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the southeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 00°13'32" West along the east line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 958.38 feet to a set 1/2" rebar with aluminum cap "LS 40640" at the northeast corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section;

Thence North 89°53'06" West along the north line of the southwest quarter of the southeast quarter of the southwest quarter of said Section, a distance of 343.31 feet to a found 2" square metal plate in concrete "+ S.E. COR" at the southeast corner of the El Paso Natural Gas property;

Thence North 00°13'13" West along the east line of said property, a distance of 1314.62 feet to a found 2" square metal plate in concrete "+ N.E. COR" at the northeast corner of said property;

Thence South 89°37'35" West, along the north line of said property, a distance of 1268.42 feet to a found 2" square metal plate in concrete "+ N.W. COR" at the northwest corner of said property;

Thence South 00°14'30" East along the west line of said property, a distance of 1308.38 feet to a found 2" square metal plate in concrete "+" at the southwest corner of said property;

Thence North 89°54'04" West along the north line of the southwest quarter of the southwest quarter of the southwest quarter of said Section, a distance of 330.63 feet to a set 1/2" rebar with aluminum cap "LS 40640" on the west line of said Section;

Thence North 00°16'31" West along said Section line, a distance of 1254.81 feet to a found 2 1/2" aluminum cap "T21N, R8E, 1/4, S3/S4, LS 14671, 1868" at the west quarter corner of said Section;

Thence continuing along said Section Line North 00°21'36" West, a distance of 2666.04 feet to a found 2 1/2" aluminum cap "T21N, S32/S33/S3/S4, T20N, LS 9431, 1979" at northeast corner of said Section;

Thence North 88°43'58" East along the north line of said Section, a distance of 2654.52 feet to a found 3" BLM brass cap "T21N, R8E, 1/4, S3/S4, T21N, 1987" at the north quarter-corner of said Section;

Thence continuing along said Section line North 89°16'14" East, a distance of 2655.34 feet to the TRUE POINT OF BEGINNING.

Containing 41.90 Acres, more or less

CERTIFICATION:

To The City of Flagstaff, Pioneer Title Agency, Inc., Get Republic National Title Insurance Company, and the State of Arizona, a Body Politic:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 10, 11(a), 11(b), 13, 16, 17, 20(a), and 20(b) of Table A thereof. The field work was completed on 02/13/2012.

Date: 02/15/2012

Thomas J. Butler R.L.S. 40640)

Instrument # 3619158 1 of 3
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Official Records of Coconino County, AZ
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3619158

NO	DATE	REVISIONS

The WLB Group, INC. Engineers, Planners, Surveyors 123 W. Aspen Street, Flagstaff, AZ 86001 (928) 779-1388

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON
COVER SHEET

DESIGNED BY:	TJB	12
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CHECK BY:		
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SHEET 1 OF 3

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3619158 2 of 3

ALTA/ACSM LAND TITLE SURVEY

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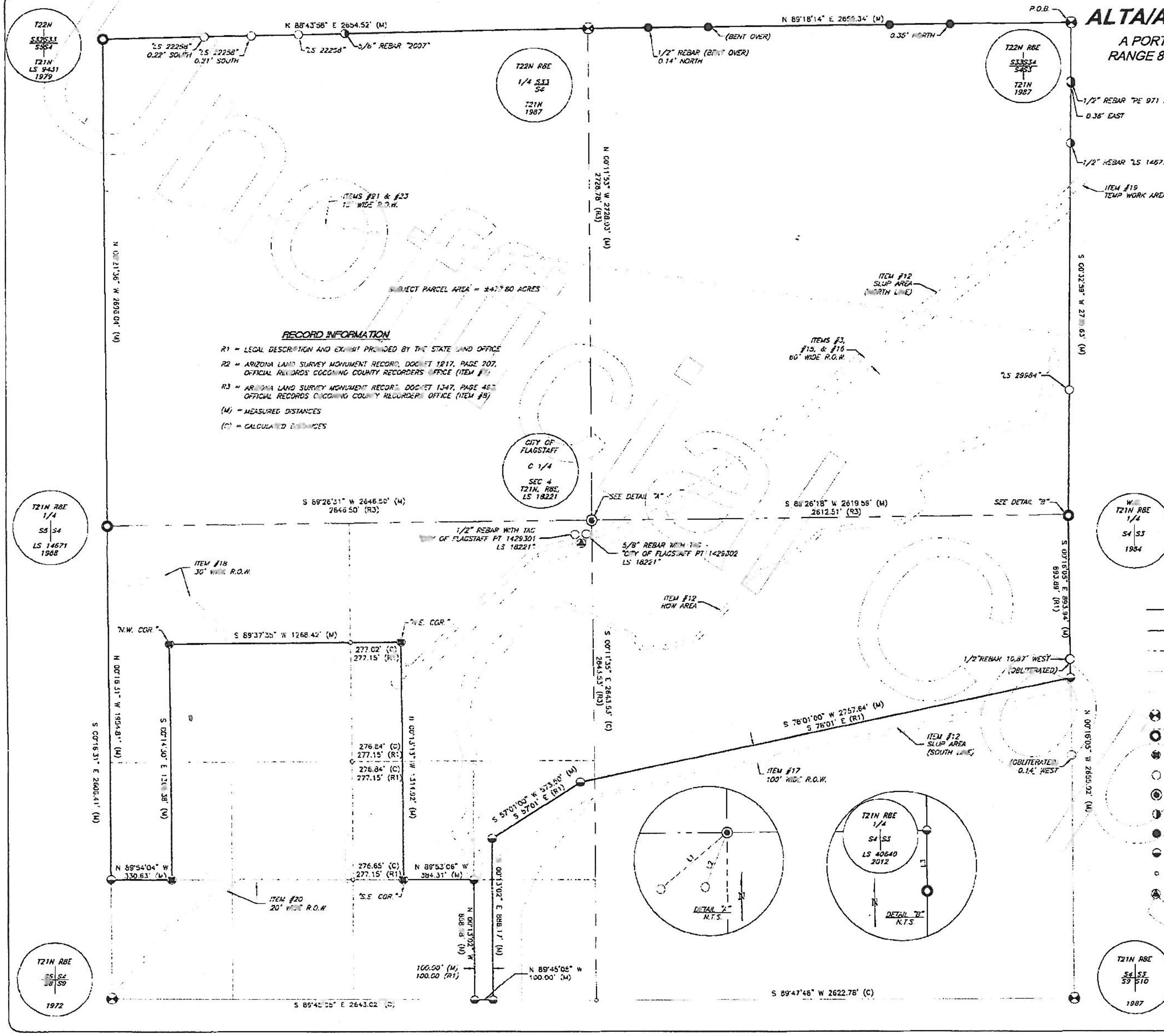

LEGEND

- SUBJECT PROPERTY LINE
- MID-SECTION LINE
- ALIQUOT LINE
- ADJOINER PROPERTY LINE
- EASEMENT/RIGHT OF WAY LINE
- FOUND 3" BLM BRASS CAP ON 2" PIPE (AS NOTED)
- FOUND 2 1/2" U.S.F.S. ALUMINUM CAP ON 2" PIPE (AS NOTED)
- FOUND 2" X 2" METAL PLATE "+" IN CONCRETE (AS NOTED)
- FOUND 1/2" REBAR WITH PLASTIC CAP (AS NOTED)
- FOUND 2 1/2" ALUMINUM CAP ON 2" PIPE (AS NOTED)
- FOUND REBAR WITH ALUMINUM CAP (AS NOTED)
- FOUND 5/8" REBAR (UNLESS OTHERWISE NOTED)
- SET 1/2" REBAR WITH ALUMINUM CAP "LS 40640" (UNLESS OTHERWISE NOTED)
- CALCULATED POINT (NOTHING FOUND OR SET)
- SET 1/2" REBAR (CONTROL POINT)

GRAPHIC SCALE
(IN FEET)
1 inch = 250 ft.

LINE DATA		
LINE	BEARING	DISTANCE
L1(M)	S 49°35'29" W	20.54'
L1(R2)	SW	20.52'
L2(M)	S 21°59'25" W	81.16'
L2(R2)	SOUTHERLY	81.21'
L3(M)	S 00°16'05" E	5.00'
L3(R3)	SOUTH	5.00'

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NO.	DATE	ITEM

REVISIONS

The WLB Group INC. WLB

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV
573 N. Beaver Street, Flagstaff, AZ 86001
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DESIGNED BY: TD
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BY:
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SHEET 2 OF 3

3619158 Pages: 2 of 3 02/24/2012 08:53:19 AM

3619158 3 of 3

ALTA/ACSM LAND TITLE SURVEY

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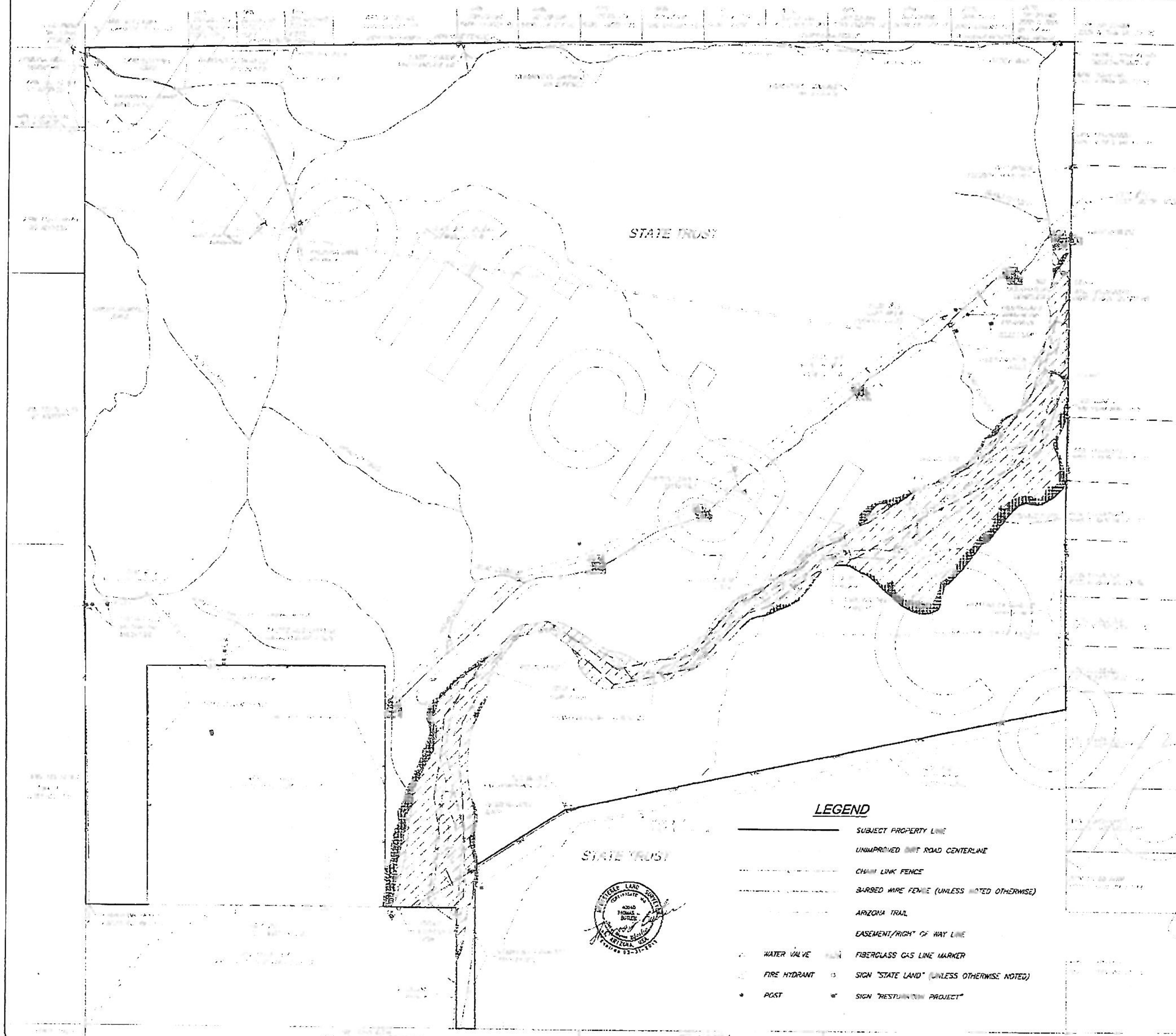

N

GRAPHIC SCALE

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Instrument # 3619158 3 of 3
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UNLESS LABELED HEREON, THE ADJOINING PARCEL FENCE LINES DO NOT ENCROACH ACROSS THE SUBJECT PARCEL.

REMAINS OF BARBED WIRE FENCE LINES SHOWN HEREON ARE BASED ON FIELD LOCATIONS OF EXISTING FENCE, OLD WIRE FOUND ON THE GROUND, AND OLD POST.

THE CENTERLINE OF UNIMPROVED DIRT ROADS SHOWN HEREON ARE BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE CENTERLINE OF RIO DE FLAG SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE ROADS LABELED HEREON AS CLOSED HAD A SIGN OR LOG BARRIER ACROSS THEM TO PREVENT ACCESS.

THE CENTERLINE OF THE ARIZONA TRAIL SHOWN HEREON IS BASED ON FIELD LOCATIONS AND GOOGLE EARTH IMAGE DATED JUNE 2011.

THE LANDSCAPE AREA SHOWN HEREON DID NOT HAVE ANY PERMANENT FEATURES OR EARTHWORK OBSERVED AT THE TIME THE FIELD SURVEY WAS BEING CONDUCTED.

THE EARTH WORKED AREA SHOWN HEREON IS BASED ON GOOGLE EARTH IMAGE DATED JUNE 2011 AND IS AN AREA OF EXCAVATION FOR CINDERS.

THE WELL/PUMP SHOWN HEREON SHOULD BE VERIFIED BY A PROFESSIONAL AS TO WHAT EXACTLY IT IS.

THE ADDRESS AND LINE WORK OF THE ADJOINING PARCELS SHOWN HEREON ARE BASED ON CITY OF FLAGSTAFF GIS AND ARE FOR REFERENCE ONLY.

THE EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE BASED ON THE INFORMATION AS NOTED ON SHEET 1 AND ARE FOR REFERENCE ONLY AND MAY NOT REFLECT ACTUAL LOCATIONS AND AREAS.

THE FEMA FLOOD ZONES AND FLOODWAY SHOWN HEREON ARE BASED ON A SCALED IMAGE OF FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04005C6831G, EFFECTIVE DATE SEPTEMBER 3, 2010.

ZONE AE = AREA OF SPECIAL FLOOD HAZARD SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATION DETERMINED.

ZONE X = AREA OF 0.2% ANNUAL CHANCE FLOOD; AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

FLOODWAY AREA IN ZONE AE = THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENTS SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.

1-800-782-5348

NO.	DATE	ITEM
REVISIONS		

The WLB Group Inc.

Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
523 N. Beaver Street, Flagstaff, AZ 86001
PH(928) 779-1500

ALTA/ACSM LAND TITLE SURVEY
PICTURE CANYON
TOPOGRAPHY SHEET

DESIGNED BY: JD
DRAWN BY: TB,CT
CHECK BY: JD
DATE: FEB 2012
BY:
DATE:

PROJECT NO. 311019A002
SHEET 3 OF 3

3619158 Pages 3 of 3 02/24/2012 08:19 AM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jennifer Mikelson, Associate Planner
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-10: A resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Area in White area type to Park/Open Space area type for approximately 26.03 acres located at the northeast corner of Fir Avenue and North San Francisco Street. ***(Buffalo Park West Minor Regional Plan Amendment)***

RECOMMENDED ACTION:

1) Continue the Public Hearing
2) Read Resolution No. 2016-10 by title only
3) City Clerk reads Resolution No. 2016-10 by title only (if approved above)
4) Adopt Resolution No. 2016-10

Executive Summary:

A minor Regional Plan amendment request to change the area type designation on Maps 21 and 22 from Area in White to Park/Open Space for approximately 26.03 acres located at the northeast corner of Fir Avenue and North San Francisco Street.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal community diversity across all land ownership in the Flagstaff region.
Goal E&C.10. Protect indigenous wildlife populations, localized and larger scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.
Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.
Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed

water in the region.
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:

This proposed amendment would enact a prior dedication set forth in City of Flagstaff Ordinance No. 2014-23. The dedication states: "The portion of real property owned by the City of Flagstaff…is hereby set aside, preserved, and dedicated to the public for passive park purposes to be included in the immediately adjacent Buffalo Park." The rezoning of the property "to the zoning best reflective of the dedication of the property as a public park" was identified as a secondary enactment of the Ordinance.

The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

Options and Alternatives:
1) Approve the resolution as proposed
2) Approve the resolution with conditions
3) Deny the resolution

Background/History:

The applicant, City of Flagstaff Parks and Recreation Department, is requesting a minor Regional Plan Amendment to ensure conformance with a proposed Zoning Map Amendment to formally designate city owned property with the Public Open Space (POS) zone. Changing the subject property from Area in White to Park/Open Space will affect approximately 26.03 acres of land depicted on the Future Growth Illustration (Maps 21 and 22). The amendment table on page III-9 of the Plan states that a minor Plan amendment is appropriate for the designation of any land for conservation. As mentioned previously in this report, the primary purpose of this rezoning is to enact a prior dedication as stated in City of Flagstaff Ordinance No. 2014-23.

The subject property is located at the northeast corner of the intersection of Fir Avenue and San Francisco Street. San Francisco Street is privately held in this area, and splits the subject property in two. Two privately held parcels are located in between both parts of the subject property. Neither the private street nor the private parcels are part of this minor Plan amendment.

Access to the property and the adjoining Buffalo Park from San Francisco Street will be determined by the Parks Department at a later date. There are existing unofficial trails across the parcel connecting to Buffalo Park. A future Flagstaff Urban Trail System (FUTS) trail is proposed on Map 26: Flagstaff Urban Trail System, and will make connections to the existing Switzer Canyon and Cedar Trails. The site has abundant slope, forest, and floodplain resources. There is a prominent slope up to the northeast corner of the site. Portions of the site are located in the Switzer Canyon Wash. The Park/Open Space area type category is most appropriate given the numerous resources onsite This amendment to the Future Growth Illustration will clearly reflect this expansion of designated open space.

Key Considerations:

The Planning and Zoning Commission and Council shall find that the proposed *Flagstaff Regional Plan 2030* (FRP30 or the Plan) amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for an amendment to the Plan, the goals and policies in the Plan should be considered to ensure that the requested change to the Future Growth Illustration is in conformance to the overall vision of the Plan. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p. III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may

require revisions to the plan as circumstances or changes warrant" (p. III-1).

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council and city staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or annexations, approval which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21 (regional scale) and 22 (city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration displays broad land use categories, called "area types," which describe the placemaking context of Urban, Suburban, Rural, Special Planning Area, Park/Open Space, or in some cases, Area in White. Within these Areas in White existing entitlements are retained and have no other assigned area type. In most cases, these parcels are public lands held by the Forest Service or City. With this request the "Area in White" will, if approved, be assigned the Park/Open Space area type.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this minor Regional Plan amendment request are addressed in the attached Planning and Zoning Commission staff report dated February 19, 2016.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Zoning Map amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the subject property. The mailing asked residents and property owners to attend the October 19, 2015 Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. One member of the public attended the meeting to receive clarification on the Zoning Map Amendment for this property. There were no email inquiries about this Plan amendment.

Expanded Options and Alternatives:

None

Attachments:

PZ Staff Report
Application
Proposed Future Growth Illustration
Public Notice
Res. 2016-10

PLANNING AND DEVELOPMENT SERVICES REPORT
FLAGSTAFF REGIONAL PLAN 2030 AMENDMENT

PUBLIC HEARING	**DATE:**	**February 19, 2016**
PZ-15-00139-01	**MEETING DATE:**	**February 24, 2016**
	REPORT BY:	**Jennifer Mikelson**

REQUEST

A minor *Flagstaff Regional Plan 2030* amendment request by the City of Flagstaff to change the area type designation on Maps 21 and 22 from Area in White to Park/Open Space for approximately 26.03 acres located at the north end of San Francisco Street.

STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission forward the minor *Flagstaff Regional Plan 2030* amendment to the City Council with a recommendation for approval.

PRESENT LAND USE

Undeveloped land in the Area in White area type category.

PROPOSED LAND USE

Park/Open Space area type, which would designate the area as a passive recreation park.

NEIGHBORHOOD DEVELOPMENT

North: Vacant parcels and single family residences; Agricultural Residential (AR) zone, 1 acre minimum (County)
East: City-operated Buffalo Park; Public Open Space (POS) zone
South: Single family residences; Single Family Residential (R1) zone
West: Vacant parcels and single-family residence; Agricultural Residential (AR) zone, 1 acre minimum (County)

REQUIRED FINDINGS

The Planning and Zoning Commission shall find that the proposed *Flagstaff Regional Plan 2030* (FRP30 or the Plan) amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11).

In considering the request for an amendment to the Plan, the goals and policies in the Plan should be considered to ensure that the requested change to the Future Growth Illustration is in conformance to the overall vision of the Plan. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p. III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p. III-1).

STAFF REVIEW

Introduction/Background Discussion

This request is the first of two related items on the Commission's agenda; the second item is identified as a Zoning Map amendment request.

The applicant, City of Flagstaff Recreation Department, is requesting a minor Regional Plan Amendment to ensure conformance with a proposed Zoning Map Amendment to formally designate city owned property with the Public Open Space (POS) zone. Changing the subject property from Area in White to Park/Open Space will affect approximately 26.03 acres of land depicted on the Future Growth Illustration (Maps 21 and 22). The amendment table

on page III-9 of the Plan states that a minor Plan amendment is appropriate for the designation of any land for conservation. The primary purpose of this rezoning is to enact a prior dedication as stated in City of Flagstaff Ordinance No. 2014-23. The dedication states, "The portion of real property owned by the City of Flagstaff…is hereby set aside, preserved, and dedicated to the public for passive park purposes to be included in the immediately adjacent Buffalo Park." The rezoning of the property "to the zoning best reflective of the dedication of the property as a public park" was identified as a secondary enactment of the Ordinance.

The subject property is located at the northeast corner of the intersection of Fir Avenue and San Francisco Street. San Francisco Street is privately held in this area, and splits the subject property in two. Two privately held parcels are located in between both parts of the subject property. Neither the private street nor the private parcels are part of this minor Plan amendment.

Access to the property and the adjoining Buffalo Park from San Francisco Street will be determined by the Parks Department at a later date. There are existing unofficial trails across the parcel connecting to Buffalo Park. A future Flagstaff Urban Trail System (FUTS) trail is proposed on Map 26: Flagstaff Urban Trail System, and will make connections to the existing Switzer Canyon and Cedar Trails. The site has abundant slope, forest, and floodplain resources. There is a prominent slope up to the northeast corner of the site. Portions of the site are located in the Switzer Canyon Wash. The Park/Open Space area type category is most appropriate given the numerous resources onsite This amendment to the Future Growth Illustration will clearly reflect this expansion of designated open space.

Flagstaff Regional Plan 2030 Amendment Request

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council and city staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or annexations, approval which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21 (regional scale) and 22 (city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration displays broad land use categories, called "area types," which describe the placemaking context of Urban, Suburban, Rural, Special Planning Area, Park/Open Space, or in some cases, Area in White. Within these Areas in White existing entitlements are retained and have no other assigned area type. In most cases, these parcels are public lands held by the Forest Service or City. With this request the "Area in White" will, if approved, be assigned the Park/Open Space area type.

Attached are exhibits comparing the existing and proposed Future Growth Illustrations. The Plan's maps and any applicable text should be considered in the context of the Plan's goals and policies. A discussion of the FRP30 goals and policies is provided below.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

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

The Switzer Canyon Wash is identified as a natural watercourse on Maps 6 and 7 in the FRP30. Map 6: Existing Land Management Areas and Boundaries identifies a "hydrologic flood management feature," and the property is shown as having "potential riparian vegetation" on Map 7: Significant Natural Resources Map. This site is already subject to the Resource Protection Overlay (RPO), which ensures any future facility development, such as parking/restrooms, will comply with those preservation requirements.

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

The subject parcel is not located within a known wildlife corridor, however, Maps 7 and 8 illustrate the wildlife features of the adjoining Buffalo Park property. Map 8: Concentration of Natural Resources identifies the park as a watchable wildlife area, with natural grasslands and openings shown on Map 7: Significant Natural Resources. The subject property will connect directly with this wildlife site.

Open Space
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.
Policy OS.1.3. Use open space as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.
Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.

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

The Switzer Canyon Wash drains towards the southeast corner where it eventually joins the East Fork of Switzer Canyon Wash. A Rural Floodplain designation is proposed with the rezoning of this property, which ensures additional protections of this environmentally sensitive area.

Recreation
Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.
Policy Rec.1.1. Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Policy Analysis: In summary, the subject property has been designated by the 2014 ordinance for use a public park. This list below identifies several key points and community benefits supporting (+) or not supporting (-) the proposed amendment:

+ It meets several open space and water resources goals;
+ The property will enhance and grow the City's existing parks system;
+ Three layers of resource protection zones (Public Open Space, Resource Protection Overlay, Rural Floodplain designation) will ensure the maximum preservation and integrity of the site;
+ The site will provide passive recreation opportunities for all city residents; and
- The ability to provide affordable housing on this site has been lost with the removal of Single Family Residential (R1) zoning.

PUBLIC SYSTEMS IMPACT ANALYSIS

No public service impact analysis was required.

Citizen Participation: Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Zoning Map amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings was provided by placing an ad in the Daily

Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the subject property. The mailing asked residents and property owners to attend the October 19, 2015 Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. One member of the public attended the meeting to receive clarification on the Zoning Map Amendment for this property. There were no email inquiries about this Plan amendment.

RECOMMENDATION

Staff believes that the proposed amendment to the Plan is supportable under the guidelines of the *Flagstaff Regional Plan 2030,* and would recommend approval of the proposed amendment.

ATTACHMENTS

- Minor Regional Plan amendment application
- Future Growth Illustration – existing/proposed
- Public hearing legal advertisement

Buffalo Park

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

Date Received: RECEIVED NOV 12 2015

File Number: P2-15-00139 / P2-15-00139-01

	Title	Phone	Email
Property Owner(s): CITY OF FLAGSTAFF			
Mailing Address: 211 W. ASPEN AVE		City, State, Zip: FLAGSTAFF, AZ. 86001	
Applicant(s): —	—	—	—
Mailing Address: —		City, State, Zip: —	
Project Representative): STEVE ZIMMERMAN	PARKS MGR.	928-213-2192	SZIMMERMAN@FLAGSTAFFAZ.GOV
Mailing Address: 211 W. ASPEN AVE		City, State, Zip: FLAGSTAFF, AZ 86001	

Requested Review: ☒ Zoning Map Amendment ☒ Minor Regional Plan Amendment ☐ Continued

Site Address: N/A	Parcel Number(s): 110-03-001B	Subdivision, Tract & Lot Number: N/A
Existing Zoning District: R1/PF	Proposed Zoning District: PUBLIC OPEN SPACE (POS)	Existing Regional Plan Land Use Category: AREA IN WHITE
Existing Use: VACANT	Proposed Use: OPEN SPACE / PARK	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable): N/A	Proposed Regional Plan Land Use Category: PARK / OPEN SPACE

Property Owner Signature(required): Josh Copley	Date: 2/8/16	Applicant Signature: Steve Zimmerman	Date: 2/8/16

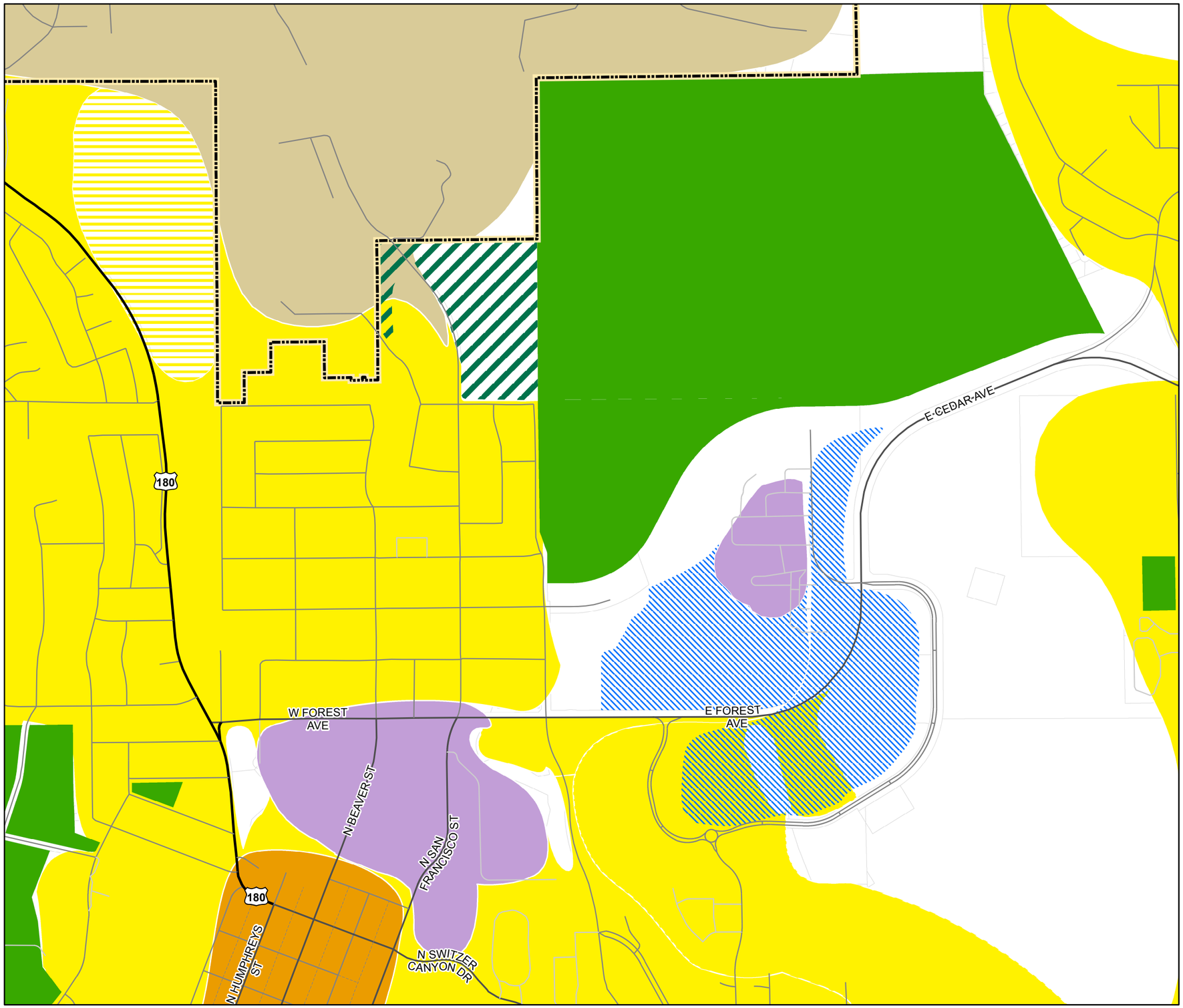
For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment: ☐ Small scale ☐ Medium scale ☐ Large scale ☐ Multi-phase scale
P & Z Hearing Date:	Publication and Posting Date:		
Council Hearing Date:	Publication and Posting Date:		
Fee Receipt Number:	Amount:	Date:	

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Jeff Mary Mary		Kent	Jim	Chris

Buffalo Park West Minor Plan Amendment



Legend

- Parks/Open Space
- Proposed Parks/Open Space
- Proposed City Limit

Growth Illustration Area Types- Future

Vision Area Types

- Rural - Future
- Suburban - Future
- Urban - Future
- Industrial / Business Park - Special District

Growth Illustration Area Types- Existing

Vision Area Types

- Existing Entitlements Retained
- Industrial / Business Park - Existing
- Rural - Existing
- Special District
- Suburban - Existing
- Urban - Existing
- City Limits Cartegraphic
- FMPO Boundary

Parcels

- Parcels

N

0 0.05 0.1 0.2 0.3 0.4 Miles

The Future Growth Illustration defines the geographic locations of area types and place types. It shows the spatial relationship of existing and future development and is intended to be used in conjunction with the Natural Environment Maps (Maps 6-8) and the Road Network Map (Map 25). This Illustration should not be relied upon to determine where specific land uses are allowed; that information is found in City Code Title 10 (Zoning Code) and the Zoning Map. In case of any conflict between the Future Growth Illustration and the Regional Plan's goals and policies, the goals and policies will prevail.

Date Saved: 2/11/2016 10:11:53 AM Author: Sara Dechter

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on February 24, 2016, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on March 22, 2016, at 6:00 p.m. to consider a Zoning Map amendment request.

A. Explanation of Matters to be Considered:

1. A proposed Regional Plan Amendment to change the area type designation from Area in White to Park/Open Space on Maps 21 and 22 of the Flagstaff Regional Plan.

2. A proposed Zoning Map Amendment to rezone the property from Single Family Residential (R1) and Public Facility (PF) to Public Open Space (POS) with the Rural Floodplain designation added to the FEMA floodplain boundaries.

The site is located at the north end of San Francisco St. and is adjacent to the City operated Buffalo Park property, on a parcel totaling 26.03 acres. A private drive divides the parcel. The site location is described in Part B below and is highlighted on the map.

B. General Description of the Affected Area:

Approximately 26.03 acres, Coconino County Assessor's Parcel Number 110-03-001B; within Section 10, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

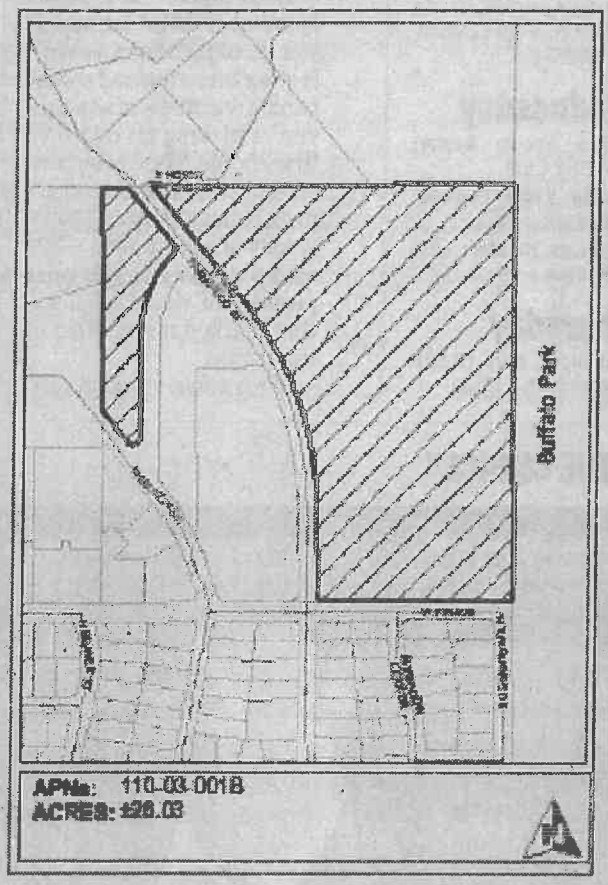
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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

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

PROPOSED REGIONAL PLAN AMENDMENT
Map 21 and 22 area type change from Area in White to Park/Open Space

PROPOSED ZONING MAP AMENDMENT
Single Family Residential (R1) Zone and Public Facility (PF) Zone to Public Open Space (POS) Zone with the Rural Floodplain designation



FOR FURTHER INFORMATION CONTACT

Jennifer Mikelson
Associate Planner
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2615
jmikelson@flagstaffaz.gov

Publish: February 5, 2016

RESOLUTION NO. 2016-10

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 TO CHANGE THE AREA TYPE DESIGNATION OF APPROXIMATELY 26.03 ACRES OF REAL PROPERTY ON MAPS 21 AND 22 GENERALLY LOCATED AT THE NORTHEAST CORNER OF FIR AVENUE AND NORTH SAN FRANCISCO STREET FROM AREA IN WHITE AREA TYPE TO PARK/OPEN SPACE AREA TYPE; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff Regional Plan 2030 (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on January 14, 2014 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 20, 2014; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedure for minor amendments; and

WHEREAS, pursuant to section § 9-461.06, Arizona Revised Statutes, and the Regional Plan, the City has consulted with, advised, and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment on February 24, 2016, and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E).

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment on March 22, 2016, and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the *Arizona Daily Sun*, a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to amend the Regional Plan to change the area type designation of approximately 26.03 acres of real property on Maps 21 and 22 generally located on the northeast corner of Fir Avenue and North San Francisco Street from Area in White area type to Park/Open Space area type.

ENACTMENTS:

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

SECTION 1. That the Flagstaff Regional Plan 2030 is hereby amended to change the area type designation of approximately 26.03 acres of real property on Maps 21 and 22 generally

located at the northeast corner of Fir Avenue and North San Francisco Street, as more particularly depicted in **Exhibit "A" (Future Growth Illustration – Proposed),** from Area in White area type to Park/Open Space area type.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. 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 5th day of April, 2016.

MAYOR

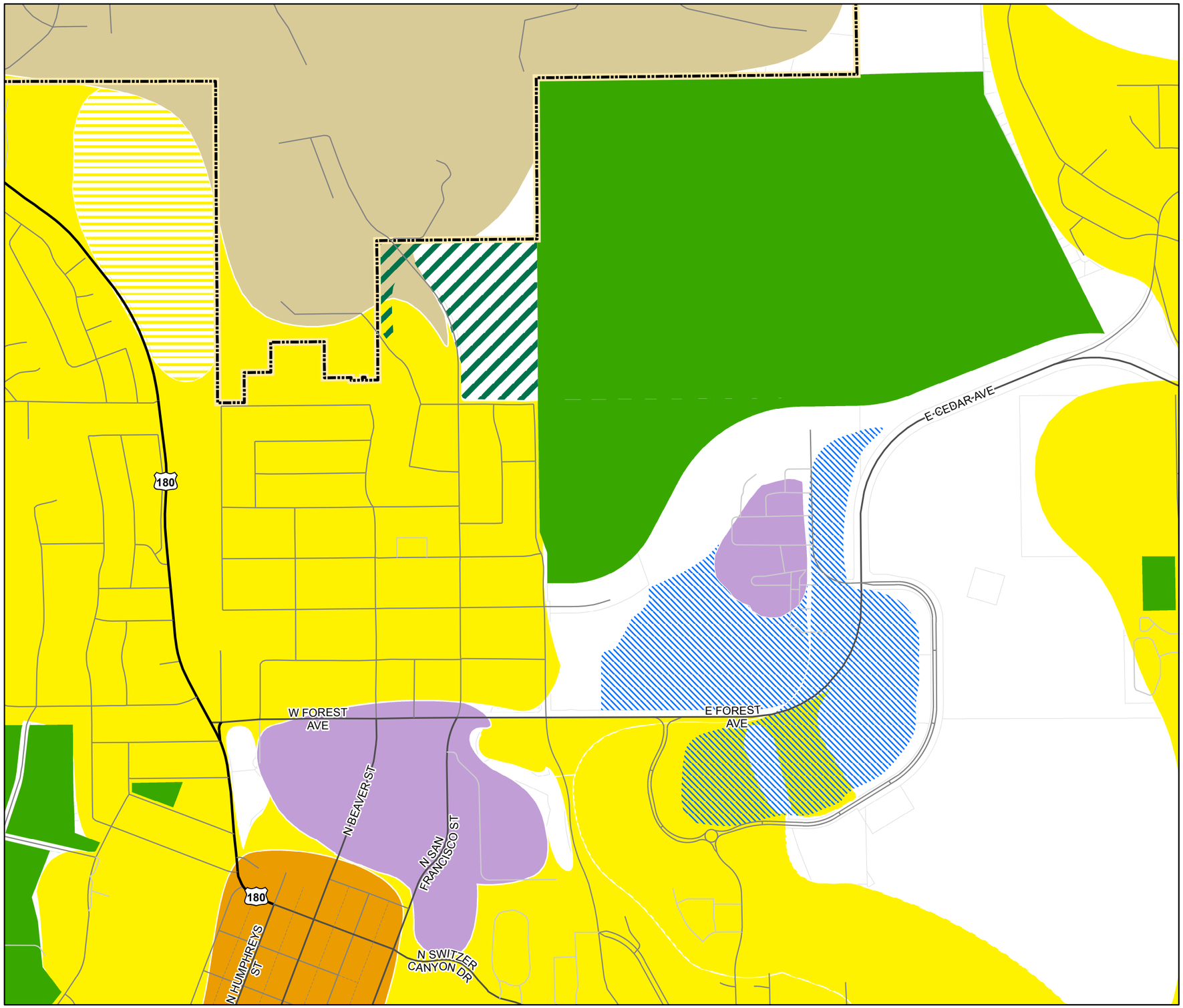
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Buffalo Park West Minor Plan Amendment



Legend

- Parks/Open Space
- Proposed Parks/Open Space
- Proposed City Limit

Growth Illustration Area Types- Future

Vision Area Types

- Rural - Future
- Suburban - Future
- Urban - Future
- Industrial / Business Park - Special District

Growth Illustration Area Types- Existing

Vision Area Types

- Existing Entitlements Retained
- Industrial / Business Park - Existing
- Rural - Existing
- Special District
- Suburban - Existing
- Urban - Existing
- City Limits Cartegraphic
- FMPO Boundary

Parcels

- Parcels

N

0 0.05 0.1 0.2 0.3 0.4 Miles

The Future Growth Illustration defines the geographic locations of area types and place types. It shows the spatial relationship of existing and future development and is intended to be used in conjunction with the Natural Environment Maps (Maps 6-8) and the Road Network Map (Map 25). This Illustration should not be relied upon to determine where specific land uses are allowed; that information is found in City Code Title 10 (Zoning Code) and the Zoning Map. In case of any conflict between the Future Growth Illustration and the Regional Plan's goals and policies, the goals and policies will prevail.

Date Saved: 2/11/2016 10:11:53 AM Author: Sara Dechter

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jennifer Mikelson, Associate Planner
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-16: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 26.03 acres of real property located at the northeast corner of Fir Avenue and North San Francisco Street, from Single Family Residential (R1) and Public Facility (PF) to Public Open Space (POS), and to apply the Rural Floodplain Designation. ***(Buffalo Park West Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:

1) Continue the Public Hearing
2) Read Ordinance No. 2016-16 by title only for the first time
3) City Clerk reads Ordinance No. 2016-16 by title only (if approved above)

At the April 19, 2016 Council Meeting:

4) Read Ordinance No. 2016-16 by title only for the final time
5) City Clerk reads Ordinance No. 2016-16 by title only (if approved above)
6) Adopt Ordinance No. 2016-16

Executive Summary:

A zoning Map amendment request to rezone approximately 26.03 acres located north of Fir Avenue along San Francisco Street from the Single Family Residential (R1) and Public Facility (PF) zones to Public Open Space (POS).

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

Goal E&C.6. Protect, restore, and improve ecosystem health and maintain native plant and animal community diversity across all land ownership in the Flagstaff region.
Goal E&C.10. Protect indigenous wildlife populations, localized and larger scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.
Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.
Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.
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:

This proposed rezoning would enact a prior dedication set forth in City of Flagstaff Ordinance No. 2014-23. The dedication states: "The portion of real property owned by the City of Flagstaff…is hereby set aside, preserved, and dedicated to the public for passive park purposes to be included in the immediately adjacent Buffalo Park." Rezoning the property "to the zoning best reflective of the dedication of the property as a public park" was identified as a secondary enactment of the Ordinance.

The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

Options and Alternatives:
1) Approve the ordinance with the proposed conditions
2) Approve the ordinance with the proposed conditions, additional conditions, or modified conditions.
3) Deny the ordinance based on the required findings in Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code

Background/History:

The Applicant, the City of Flagstaff Recreation Department, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 26.03 acres to the Public Open Space (POS) zone with the Rural Floodplain designation. A Public Open Space (POS) designation would allow the expansion of an existing city park with passive recreational uses. The Rural Floodplain designation would exist along with the proposed Public Open Space (POS) zone, and prohibits certain development within the identified floodway and floodplain. Attached to this report is a map of the FEMA-recognized floodway and floodplain across the parcel, with the existing water transmission lines shown in the floodway. In addition, the Resource Protection Overlay (RPO) zone currently applies to this parcel, and will be carried over with this rezoning application.

As previously stated, the primary purpose of this rezoning is to enact a prior dedication as stated in City of Flagstaff Ordinance No. 2014-23.

Key Considerations:

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

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this Zoning Map amendment are addressed in the attached Planning and Zoning Commission staff report dated February 19, 2016.

Community Involvement:

All property owners within 600-feet of this site were notified via mail of the zoning map amendment and asked to attend the October 19, 2015 Parks and Recreation Commission meeting. Additionally, a notice was run in the Daily Sun, which discussed the zoning map amendment and identified the Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. One member of the public attended the meeting to receive clarification on the Zoning Map amendment for this property.

Expanded Options and Alternatives:
None

Attachments:
PZ Staff Report
Application
Zoning Map
Floodway Utilities Map
Public Notice
Exhibit A
Ord. 2016-16

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING	**DATE: February 19, 2016**
PZ-15-00139	**MEETING DATE: February 24, 2016**
	REPORT BY: Jennifer Mikelson

REQUEST:

A Zoning Map amendment request from the City of Flagstaff Parks and Recreation Department, on behalf of the property owner, City of Flagstaff, to rezone approximately 26.03 acres within Section 10, Township 21 North, Range 7 East from the Single Family Residential (R1) and Public Facility (PF) zones to the Public Open Space (POS) zone with the Rural Floodplain designation.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission forward the Zoning Map amendment to the City Council with a recommendation for approval with a condition.

PRESENT LAND USE:

The site is currently undeveloped and is adjacent to the existing City-operated Buffalo Park. A private drive divides the parcel in two. A water transmission line exists on the property, under the floodway.

PROPOSED LAND USE:

Future development may consist of low-impact trails, interpretive facilities, and the most basic visitor amenities like parking and restrooms. The ability to maintain and expand future utility infrastructure across the parcel will be continued.

NEIGHBORHOOD DEVELOPMENT:

North: Vacant parcels and single family residences; Agricultural Residential (AR) zone, 1 acre minimum (County)
East: City-operated Buffalo Park; Public Open Space (POS) zone
South: Single family residences; Single Family Residential (R1) zone
West: Vacant parcels and single-family residence; Agricultural Residential (AR) zone, 1 acre minimum (County)

REQUIRED FINDINGS:

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

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans;

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

STAFF REVIEW:

Introduction/Background

The Applicant, the City of Flagstaff's Recreation Department, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 26.03 acres to the Public Open Space (POS) zone with the Rural Floodplain designation. A Public Open Space (POS) designation would allow the expansion of an existing city park with passive recreational uses. The Rural Floodplain designation would exist along with the proposed Public Open Space (POS) zone, and prohibits certain development within the identified floodway and floodplain. Attached to this report is a map of the FEMA-recognized floodway and floodplain across the parcel, with the existing water transmission lines shown in the floodway. In addition, the Resource Protection Overlay (RPO) zone currently applies to this parcel, and will be carried over with this rezoning application.

The primary purpose of this rezoning is to enact a prior dedication as stated in City of Flagstaff Ordinance No. 2014-23. The dedication states: "The portion of real property owned by the City of Flagstaff…is hereby set aside, preserved, and dedicated to the public for passive park purposes to be included in the immediately adjacent Buffalo Park." The rezoning of the property "to the zoning best reflective of the dedication of the property as a public park" was identified as a secondary enactment of the Ordinance.

Proposed Development Concept Plans

Future development may consist of low-impact trails, interpretive facilities, and the most basic visitor amenities such as a parking area and restrooms.

General Plan – Flagstaff Regional Plan 2030

The proposed zoning map amendment meets several policies of the Flagstaff Regional Plan 2030 (FRP30). Specifically, the plan calls for the preservation of natural areas and increased public recreational amenities. The following FRP30 goals are relevant to this application:

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

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

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

The application of the Public Open Space (POS) zone and Rural Floodplain designation implements all of the above noted goals of the FRP30. A Public Open Space (POS) zoning designations prevents physical development of a natural area and protects passive recreation opportunities within city limits by augmenting the adjacent Buffalo Park property. The Rural Floodplain designation adds a further level of protection to the property and supports the City of Flagstaff's Community Rating System (CRS) ranking, which helps lower the flood insurance rates for everyone in the city.

Zoning – City of Flagstaff Zoning Code

The intent of the Public Open Space (POS) zone is to allow for the protection of resources in a designated undeveloped area and passive recreation. The "passive recreation" use is very limited and permits low impact trails and bathroom and parking facilities at trailheads. The Rural Floodplain designation is applied to natural undisturbed open spaces defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadways and utility crossings.

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

No analysis was required.

Water and Wastewater

A water and sewer analysis was not required as part of this request, however, the Utilities Division requested a condition of approval allowing for existing and future utility infrastructure.

Stormwater

No stormwater improvements have been required.

Parks and Recreation

This zoning map amendment would enlarge the City's adjacent Buffalo Park property.

OTHER REQUIREMENTS:

Resources: The subject property is also located within the Resource Protection Overlay zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). This application does not anticipate any physical modifications to the existing site. No impact to resources is anticipated.

Citizen Participation: All property owners within 600-feet of this site were notified via mail of the zoning map amendment and asked to attend the October 19, 2015 Parks and Recreation Commission meeting. Additionally, a notice was run in the Daily Sun, which discussed the zoning map amendment and identified the Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. One member of the public attended the meeting to receive clarification on the Zoning Map amendment for this property.

DISCUSSION

The application of the Public Open Space (POS) zone to the subject property removes the possibility of any future residential development or other significant impacts to the site. Zoned Public Open Space (POS), the property will serve as easily accessible public amenity for the surrounding neighborhood and County properties.

RECOMMENDATION

Staff believes that the proposed Zoning Map amendment has been justified and would recommend in favor of amending the Zoning Map for 26.03 acres to the Public Open Space (POS) zone from the Single Family Residential (R1) zone, with the following condition:

1. The City of Flagstaff maintains the right to access the subject property to locate, operate, repair, replace, alter, and maintain any and all underground pipelines and utility services infrastructure of all types within the subject property. This shall include but not be limited to water transmission and distribution lines. The City of Flagstaff also maintains the right to remove, alter, or maintain any vegetation, improvements, or obstructions within 15 feet of either side of any pipelines or utility services infrastructure on the subject property.

ATTACHMENTS

- Zoning Map Amendment Application
- Current City of Flagstaff Zoning Map
- Floodway/Floodplain Map
- Public Hearing Legal Advertisements

Buffalo Park

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

Date Received: RECEIVED NOV 12 2015

File Number: P2-15-00139 / P2-15-00139-01

	Title	Phone	Email
Property Owner(s): CITY OF FLAGSTAFF			
Mailing Address: 211 W. ASPEN AVE		City, State, Zip: FLAGSTAFF, AZ. 86001	
Applicant(s): —	—	—	—
Mailing Address: —		City, State, Zip: —	
Project Representative): STEVE ZIMMERMAN	PARKS MGR.	928-213-2192	SZIMMERMAN@FLAGSTAFFAZ.GOV
Mailing Address: 211 W. ASPEN AVE		City, State, Zip: FLAGSTAFF, AZ 86001	

Requested Review: ☒ Zoning Map Amendment ☒ Minor Regional Plan Amendment ☐ Continued

Site Address: N/A	Parcel Number(s): 110-03-001B	Subdivision, Tract & Lot Number: N/A
Existing Zoning District: R1/PF	Proposed Zoning District: PUBLIC OPEN SPACE (POS)	Existing Regional Plan Land Use Category: AREA IN WHITE
Existing Use: VACANT	Proposed Use: OPEN SPACE / PARK	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable): N/A	Proposed Regional Plan Land Use Category: PARK / OPEN SPACE

Property Owner Signature(required): Josh Copley	Date: 2/8/16	Applicant Signature: Steve Zimmerman	Date: 2/8/16

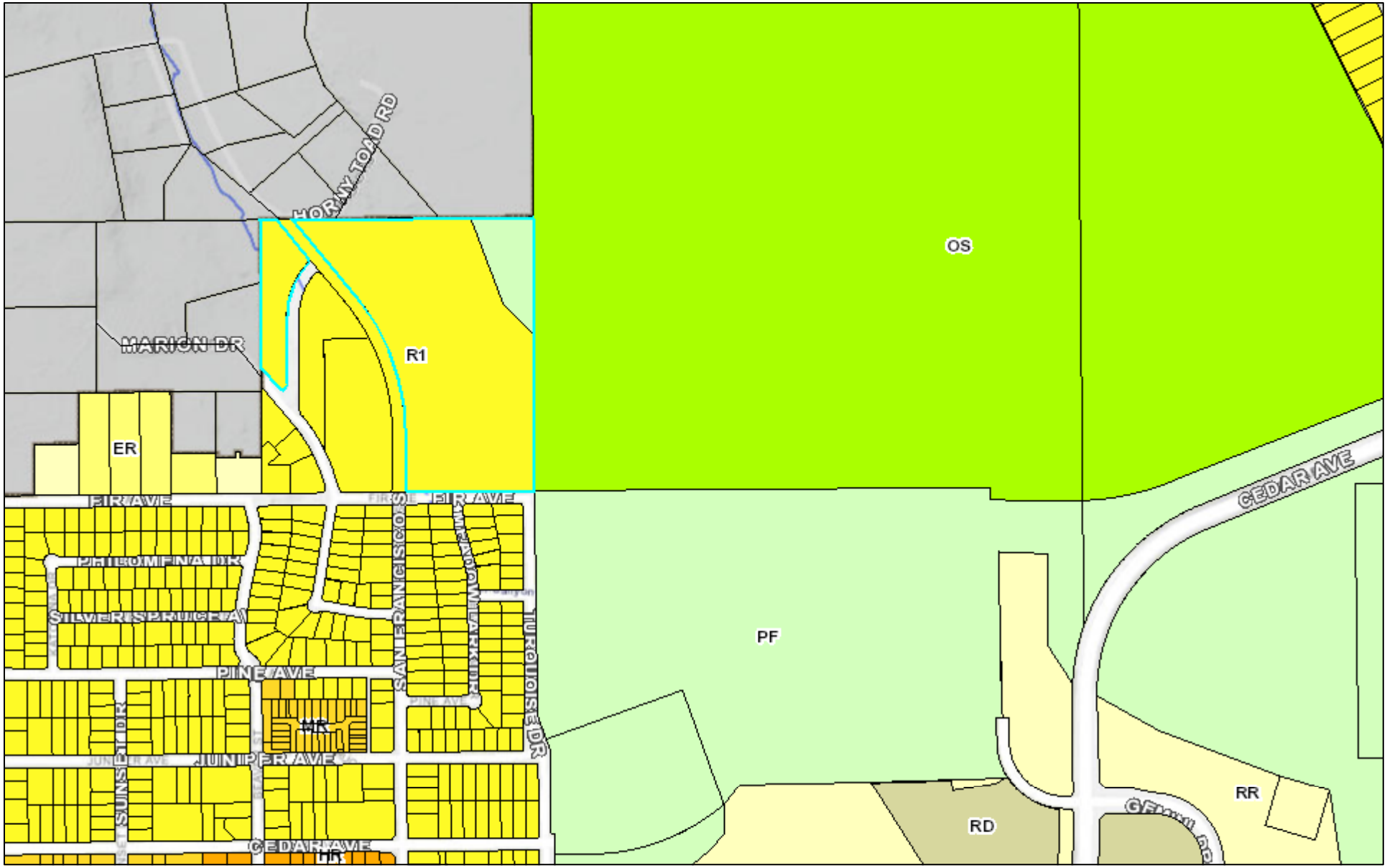
For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment: ☐ Small scale ☐ Medium scale ☐ Large scale ☐ Multi-phase scale
P & Z Hearing Date:	Publication and Posting Date:		
Council Hearing Date:	Publication and Posting Date:		
Fee Receipt Number:	Amount:	Date:	

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Jeff Mary Mary		Kent	Jim	Chris

City of Flagstaff - Zoning Map



February 16, 2016

Parcels

1:8,000

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

COF GIS

Web AppBuilder for ArcGIS

City of Flagstaff Utilties Department

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on February 24, 2016, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on March 22, 2016, at 6:00 p.m. to consider a Zoning Map amendment request.

A. Explanation of Matters to be Considered:

1. A proposed Regional Plan Amendment to change the area type designation from Area in White to Park/Open Space on Maps 21 and 22 of the Flagstaff Regional Plan.

2. A proposed Zoning Map Amendment to rezone the property from Single Family Residential (R1) and Public Facility (PF) to Public Open Space (POS) with the Rural Floodplain designation added to the FEMA floodplain boundaries.

The site is located at the north end of San Francisco St. and is adjacent to the City operated Buffalo Park property, on a parcel totaling 26.03 acres. A private drive divides the parcel. The site location is described in Part B below and is highlighted on the map.

B. General Description of the Affected Area:

Approximately 26.03 acres, Coconino County Assessor's Parcel Number 110-03-001B; within Section 10, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

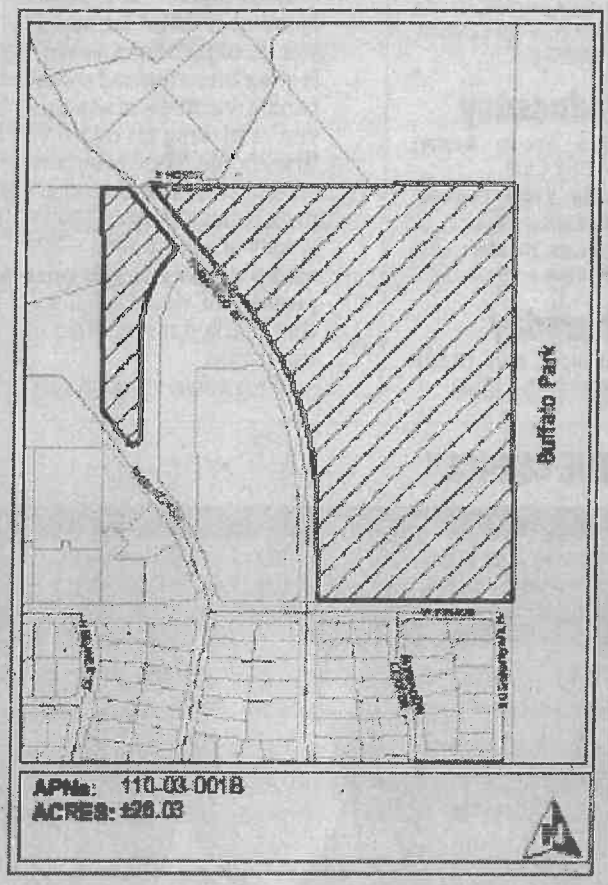
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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

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

PROPOSED REGIONAL PLAN AMENDMENT
Map 21 and 22 area type change from Area in White to Park/Open Space

PROPOSED ZONING MAP AMENDMENT
Single Family Residential (R1) Zone and Public Facility (PF) Zone to Public Open Space (POS) Zone with the Rural Floodplain designation



FOR FURTHER INFORMATION CONTACT

Jennifer Mikelson
Associate Planner
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2615
jmikelson@flagstaffaz.gov

Publish: February 5, 2016

Exhibit A

The Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, as shown on the property survey recorded March 20, 1987, in Book 5 of Land Surveys, Page 82, records of Coconino County, Arizona;

EXCEPT that part of the Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described in Docket 190, Page 752, records of Coconino County, Arizona, described as follows:

BEGINNING at a point on the South line of said Southeast quarter of the Northwest quarter which bears South 89° 56' East, a distance of 398.05 feet from the Southwest corner thereof;

Thence Northwesterly, a distance of 31.42 feet along a curve to the right, having a radius of 25.00 feet and a central angle of 72° 00';

Thence North 17° 56' West, a distance of 91.59 feet;

Thence Northwesterly, a distance of 109.04 feet along a curve to the left having a radius of 816.33 feet and a central angle of 07° 39' 11";

Thence North 00° 16' East, a distance of 536.00 feet;

Thence South 89° 44' East, a distance of 219.86 feet;

Thence Southeasterly, a distance of 469.29 feet along a curve to the right, having a radius of 1009.61 feet and a central angle of 26° 37' 56";

Thence South 00° 08' West, a distance of 263.08 feet;

Thence Southwesterly, a distance of 39.24 feet along a curve to the right, having a radius of 25.00 feet and a central angle of 89° 56';

Thence North 89° 56' West, a distance of 210.44 feet along the South line of said Southeast quarter of the Northwest quarter to the POINT OF BEGINNING;

AND EXCEPT that part of the Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described in Docket 231, Page 257, records of Coconino County, Arizona, described as follows:

BEGINNING at a point which bears South 89° 56' East, a distance of 398.05 feet and Northwesterly, a distance of 31.42 feet along a curve to the right, having a radius of 25.00 feet and a central angle of 72° 11' and North 17° 56' West, a distance of 91.59 feet and Northwesterly, a distance of 109.04 feet along a curve to the left, having a radius of 816.33 feet and a central angle of 07° 39' 11" from the Southwest corner of the Southeast quarter of the Northwest quarter, said point being the TRUE POINT OF BEGINNING;

Thence Northwesterly, a distance of 198.71 feet along a curve to the left having a radius of 816.33 feet and a central angle of 13° 56' 49";

Thence North 39° 32' West, a distance of 10.56 feet;

Thence Northwesterly, a distance of 17.39 feet along a curve to the right, having a radius of 25.00 feet and a central angle of 39° 48';

Thence North 00° 16' East, a distance of 454.11 feet;

Thence Northeasterly, a distance of 223.18 feet along a curve to the right, having a radius of 323.16 feet and a central angle of 39° 34' 10";

Thence South 00° 08' 00" West, a distance of 262.96 feet;

Thence Southeasterly, a distance of 39.30 feet along the arc of a 25.00 foot radius curve, concave to the Northeast and having a central angle of 90° 04' 00" to the cusp of a curve, which cusp lies South 89° 56' 00" East, along the North line of Fir Avenue, a distance of 436.09 feet from the TRUE POINT OF BEGINNING;

Thence North 89° 56' 00" West, a distance of 55.03 feet, along said North line of Fir Avenue to its intersection with the center line of Valley Drive, as shown on said plat of Mount Elden Park;

Thence North 89° 56' 00" West, a distance of 54.97 feet along said North line of Fir Avenue to the cusp of a curve that is tangent to said North line of Fir Avenue;

Thence Northeasterly, a distance of 39.24 feet along the arc of a 25.00 foot radius curve, concave to the Northwest and having a central angle of 89° 56' 00";

Thence North 00° 08' 00" East, a distance of 263.08 feet;

Thence Northwesterly, a distance of 693.83 feet along the arc of a 1009.61 foot radius curve, concave to the Southwest and having a central angle of 39° 22' 30";

Thence North 39° 14' 30" West, a distance of 164.60 feet;

Thence Westerly, a distance of 44.04 feet along the arc of a 25.00 foot radius curve, concave to the South and having a central angle of 100° 55' 20";

Thence Southwesterly, a distance of 223.18 feet along the arc of a 323.16 foot radius curve, concave to the Southeast and having a central angle of 39° 34' 10"

Thence South 00° 16' 00" West, a distance of 454.11 feet;

Thence Southeasterly, a distance of 17.37 feet along the arc of a 25.00 foot radius curve, concave to the East and having a central angle of 39° 48' 00";

Thence South 39° 32' 00" East, a distance of 10.56 feet;

Thence Southeasterly, a distance of 307.75 feet along the arc of a 816.33 foot radius curve, concave to the Southwest and having a central angle 21° 36' 00";

Thence South 17° 56' 00" East, a distance of 91.59 feet;

Thence Southeasterly, a distance of 31.42 feet along the arc of a 25.00 foot radius curve, concave to the Northeast and having a central angle of 72° 00' 00", to the cusp of a curve, which cusp lies South 89° 56' 00" East, a distance of 115.65 feet from the true point of beginning and which is tangent to said North line of Fir Avenue;

Thence North 89° 56' 00" West, a distance of 49.70 feet along said North line of Fir Avenue to its intersection with the center line of Marion Drive, as shown on said plat of Mount Elden Park;

Thence North 89° 56' 00" West, along said North line of Fir Avenue, a distance of 65.95 feet to the TRUE POINT OF BEGINNING.

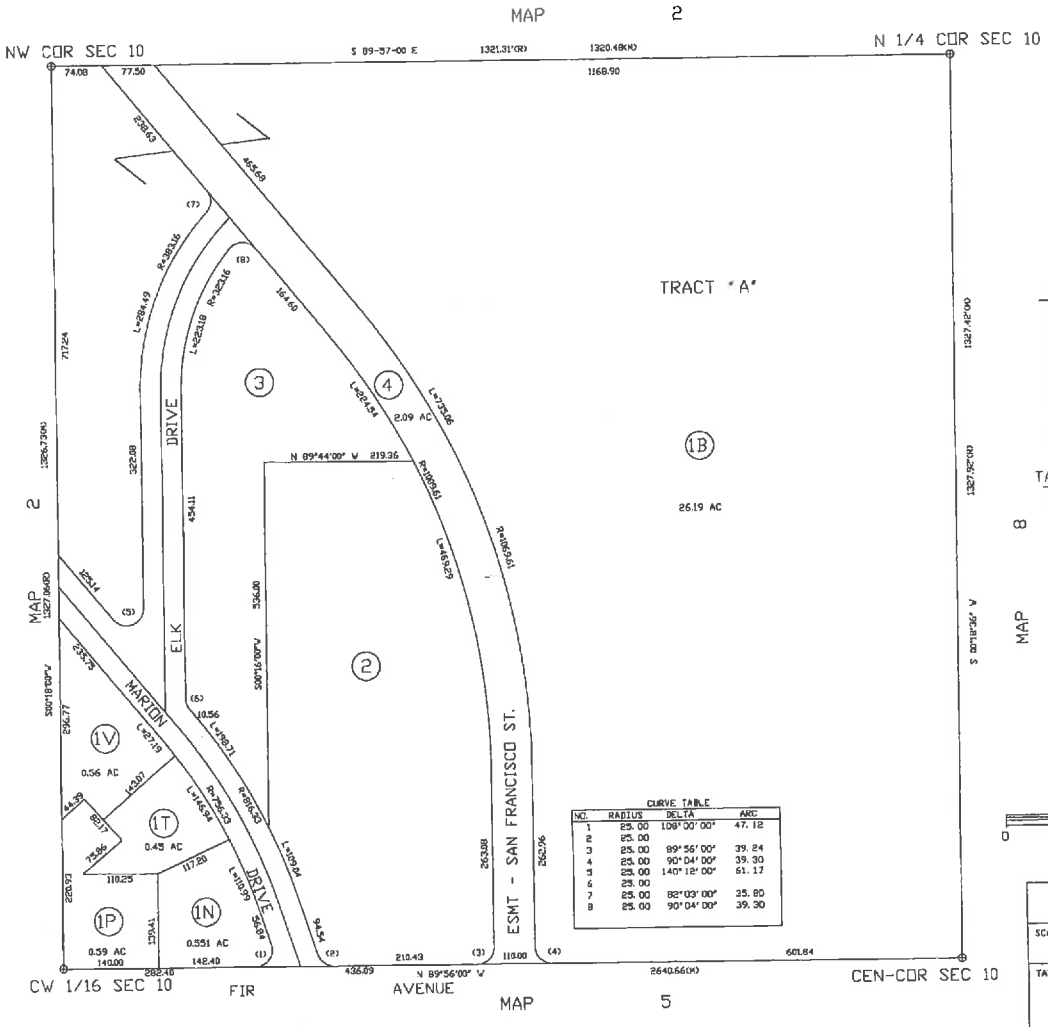
AND EXCEPT that portion of the Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, lying Southwesterly of Marion Drive, as dedicated in instrument recorded in Docket 246, Page 470, records of Coconino County, Arizona.

Basis of Bearing: North right-of-way line of Fir Avenue as shown on Survey recorded in Book 5 of Land Surveys, Page 82, records of Coconino County, Arizona.

SE1/4, NW1/4 SEC10 T21N-R07E

(ALSO KNOWN AS TRACT 'A' OF COUNTRY CLUB SUB.)

BOOK 110
MAP 3
SHEET 1 OF 1



CURVE TABLE			
NO.	RADIUS	DELTA	ARC
1	25.00	108°00'00"	47.12
2	25.00		
3	25.00	89°56'00"	39.24
4	25.00	90°04'00"	39.30
5	25.00	140°12'00"	61.17
6	25.00		
7	25.00	82°03'00"	35.80
8	25.00	90°04'00"	39.30

SURVEYS
BOOK 5 PAGE 82
" 19 " 19

NOTES
SUB. PLAT RECORDED 1918
BK 1 MAP 30 NEVER SET UP AS SUCH
COUNTY OFFICIALLY ABANDONED PLAT
IN 301/733 D4/04/1968

307/314-316 ROW - CITY OF FLAGSTAFF
3087688 DCD, 3089537 DD FOR
PORTION OF SAN FRANCISCO ST.

JUDGMENT 3128706 02/19/2002
SAN FRANCISCO ST. - ESMT

YEAR	CANCEL
1968	1
1972	1A
1974	1C
1977	1E
1977	1D
1978	1H
1984	1F
1984	1K
1995	1G, L=1P, R, S
1996	1S, J=1T
1996	1M, R=1V

TAX YR	CANCEL
2003	ROW=4

SCALE (feet)
0 120 240 360 480

Original
"FOR INFORMATION ONLY. NO LIABILITY ASSUMED"

COCONINO COUNTY ASSESSOR

SCALE	LAST REVISION
1"=120'	03-17-2003
TAX CODE PARCELS	MARKET/SUB PARCELS
0150	03/02

ORDINANCE NO. 2016-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 26.03 ACRES OF REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF FIR AVENUE AND NORTH SAN FRANCISCO STREET, FROM SINGLE FAMILY RESIDENTIAL (R1) AND PUBLIC FACILITY (PF) TO PUBLIC OPEN SPACE (POS), AND TO APPLY THE RURAL FLOODPLAIN DESIGNATION; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, The City of Flagstaff (the "Applicant") applied for a Zoning Map Amendment to rezone approximately 26.03 acres of land located at the northeast corner of Fir Avenue and North San Francisco Street, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to preserve open space; and

WHEREAS, in furtherance of the Applicant's intention to preserve open space, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from Single-family Residential (R1) and Public Facility (PF) to Public Open Space (POS) for approximately 26.03 acres of real property; and

WHEREAS, the Applicant conducted a neighborhood meeting on October 19, 2015, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and a public hearing on February 24, 2016, and has recommended approval of the requested zoning application, subject to the Applicant's compliance with certain conditions set forth below; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff has recommended approval of the Zoning Map Amendment application, subject to the condition proposed by the Planning and Zoning Commission, as augmented by staff, as set forth below, and the Council has considered the condition and has found the condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, subject to the condition set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Single-family Residential (R1) zone and Public Facility (PF) zone to Public Open Space (POS) zone with application of the Rural Floodplain designation for approximately 26.03 acres, as depicted in Exhibit “B”, through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant’s representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That the Zoning Map Amendment be further conditioned upon the Applicant’s satisfaction of the following conditions proposed by the Planning and Zoning Commission, as augmented by staff:

CONDITIONS:

1. The City of Flagstaff maintains the right to access the subject property to locate, operate, repair, replace, alter, and maintain any and all underground pipelines and utility services infrastructure of all types within the subject property. This shall include but not be limited to water transmission and distribution lines. The City of Flagstaff also maintains the right to remove, alter, or maintain any vegetation, improvements, or obstructions within 15 feet of either side of any pipelines or utility services infrastructure on the subject property.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 9. 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 10. 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 19th day of April, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit “A”

Legal Description of Property

Exhibit A

The Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, as shown on the property survey recorded March 20, 1987, in Book 5 of Land Surveys, Page 82, records of Coconino County, Arizona;

EXCEPT that part of the Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described in Docket 190, Page 752, records of Coconino County, Arizona, described as follows:

BEGINNING at a point on the South line of said Southeast quarter of the Northwest quarter which bears South 89° 56' East, a distance of 398.05 feet from the Southwest corner thereof;

Thence Northwesterly, a distance of 31.42 feet along a curve to the right, having a radius of 25.00 feet and a central angle of 72° 00';

Thence North 17° 56' West, a distance of 91.59 feet;

Thence Northwesterly, a distance of 109.04 feet along a curve to the left having a radius of 816.33 feet and a central angle of 07° 39' 11";

Thence North 00° 16' East, a distance of 536.00 feet;

Thence South 89° 44' East, a distance of 219.86 feet;

Thence Southeasterly, a distance of 469.29 feet along a curve to the right, having a radius of 1009.61 feet and a central angle of 26° 37' 56";

Thence South 00° 08' West, a distance of 263.08 feet;

Thence Southwesterly, a distance of 39.24 feet along a curve to the right, having a radius of 25.00 feet and a central angle of 89° 56';

Thence North 89° 56' West, a distance of 210.44 feet along the South line of said Southeast quarter of the Northwest quarter to the POINT OF BEGINNING;

AND EXCEPT that part of the Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described in Docket 231, Page 257, records of Coconino County, Arizona, described as follows:

BEGINNING at a point which bears South 89° 56' East, a distance of 398.05 feet and Northwesterly, a distance of 31.42 feet along a curve to the right, having a radius of 25.00 feet and a central angle of 72° 11' and North 17° 56' West, a distance of 91.59 feet and Northwesterly, a distance of 109.04 feet along a curve to the left, having a radius of 816.33 feet and a central angle of 07° 39' 11" from the Southwest corner of the Southeast quarter of the Northwest quarter, said point being the TRUE POINT OF BEGINNING;

Thence Northwesterly, a distance of 198.71 feet along a curve to the left having a radius of 816.33 feet and a central angle of 13° 56' 49";

Thence North 39° 32' West, a distance of 10.56 feet;

Thence Northwesterly, a distance of 17.39 feet along a curve to the right, having a radius of 25.00 feet and a central angle of 39° 48';

Thence North 00° 16' East, a distance of 454.11 feet;

Thence Northeasterly, a distance of 223.18 feet along a curve to the right, having a radius of 323.16 feet and a central angle of 39° 34' 10";

Thence South 00° 08' 00" West, a distance of 262.96 feet;

Thence Southeasterly, a distance of 39.30 feet along the arc of a 25.00 foot radius curve, concave to the Northeast and having a central angle of 90° 04' 00" to the cusp of a curve, which cusp lies South 89° 56' 00" East, along the North line of Fir Avenue, a distance of 436.09 feet from the TRUE POINT OF BEGINNING;

Thence North 89° 56' 00" West, a distance of 55.03 feet, along said North line of Fir Avenue to its intersection with the center line of Valley Drive, as shown on said plat of Mount Elden Park;

Thence North 89° 56' 00" West, a distance of 54.97 feet along said North line of Fir Avenue to the cusp of a curve that is tangent to said North line of Fir Avenue;

Thence Northeasterly, a distance of 39.24 feet along the arc of a 25.00 foot radius curve, concave to the Northwest and having a central angle of 89° 56' 00";

Thence North 00° 08' 00" East, a distance of 263.08 feet;

Thence Northwesterly, a distance of 693.83 feet along the arc of a 1009.61 foot radius curve, concave to the Southwest and having a central angle of 39° 22' 30";

Thence North 39° 14' 30" West, a distance of 164.60 feet;

Thence Westerly, a distance of 44.04 feet along the arc of a 25.00 foot radius curve, concave to the South and having a central angle of 100° 55' 20";

Thence Southwesterly, a distance of 223.18 feet along the arc of a 323.16 foot radius curve, concave to the Southeast and having a central angle of 39° 34' 10"

Thence South 00° 16' 00" West, a distance of 454.11 feet;

Thence Southeasterly, a distance of 17.37 feet along the arc of a 25.00 foot radius curve, concave to the East and having a central angle of 39° 48' 00";

Thence South 39° 32' 00" East, a distance of 10.56 feet;

Thence Southeasterly, a distance of 307.75 feet along the arc of a 816.33 foot radius curve, concave to the Southwest and having a central angle 21° 36' 00";

Thence South 17° 56' 00" East, a distance of 91.59 feet;

Thence Southeasterly, a distance of 31.42 feet along the arc of a 25.00 foot radius curve, concave to the Northeast and having a central angle of 72° 00' 00", to the cusp of a curve, which cusp lies South 89° 56' 00" East, a distance of 115.65 feet from the true point of beginning and which is tangent to said North line of Fir Avenue;

Thence North 89° 56' 00" West, a distance of 49.70 feet along said North line of Fir Avenue to its intersection with the center line of Marion Drive, as shown on said plat of Mount Elden Park;

Thence North 89° 56' 00" West, along said North line of Fir Avenue, a distance of 65.95 feet to the TRUE POINT OF BEGINNING.

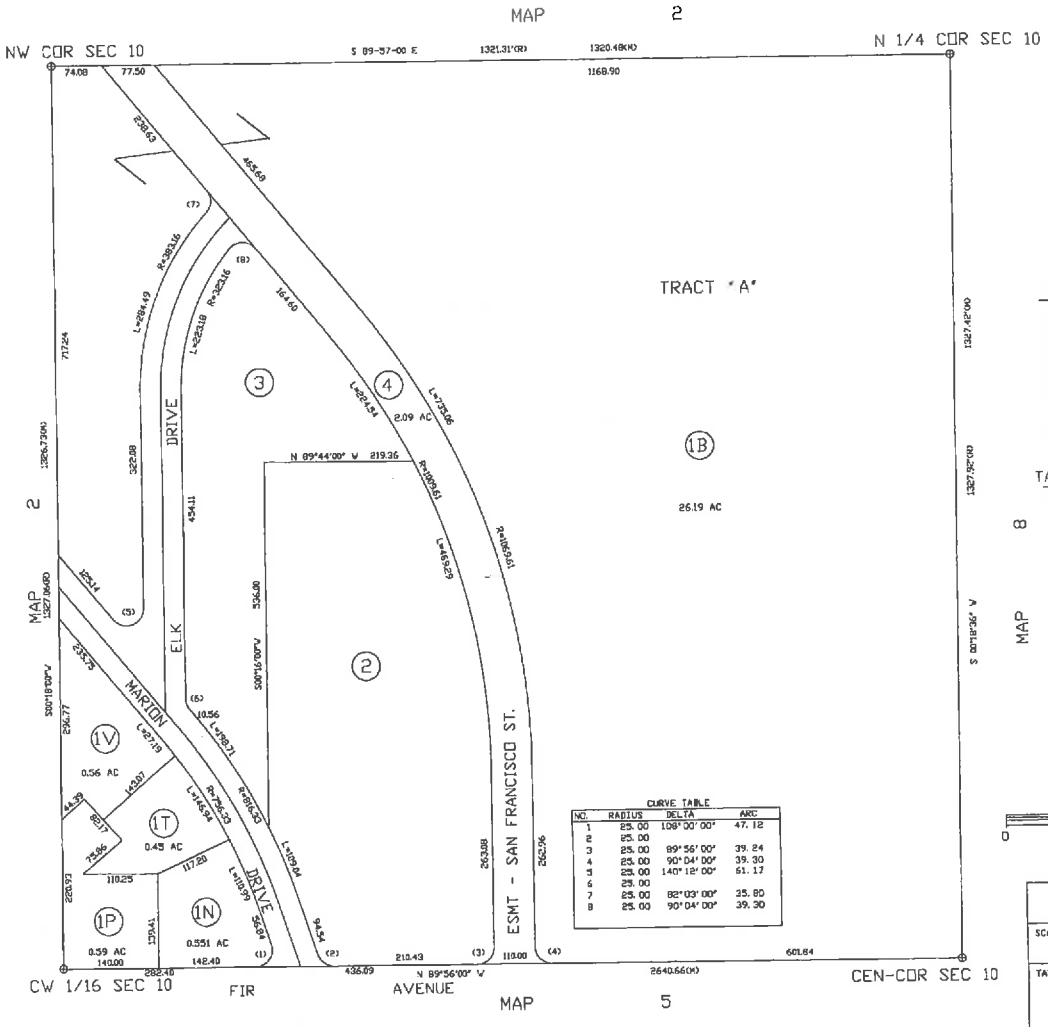
AND EXCEPT that portion of the Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, lying Southwesterly of Marion Drive, as dedicated in instrument recorded in Docket 246, Page 470, records of Coconino County, Arizona.

Basis of Bearing: North right-of-way line of Fir Avenue as shown on Survey recorded in Book 5 of Land Surveys, Page 82, records of Coconino County, Arizona.

SE1/4, NW1/4 SEC10 T21N-R07E

(ALSO KNOWN AS TRACT 'A' OF COUNTRY CLUB SUB.)

BOOK 110
MAP 3
SHEET 1 OF 1



CURVE TABLE			
NO.	RADIUS	DELTA	ARC
1	25.00	108°00'00"	47.12
2	25.00		
3	25.00	89°56'00"	39.24
4	25.00	90°04'00"	39.30
5	25.00	140°12'00"	61.17
6	25.00		
7	25.00	82°03'00"	35.80
8	25.00	90°04'00"	39.30

SURVEYS
BOOK 5 PAGE 82
" 19 " 19

NOTES
SUB. PLAT RECORDED 1918
BK 1 MAP 30 NEVER SET UP AS SUCH
COUNTY OFFICIALLY ABANDONED PLAT
IN 301/733 D4/04/1968

307/314-316 ROW - CITY OF FLAGSTAFF
3087688 DCD, 3089537 DD FOR
PORTION OF SAN FRANCISCO ST.

JUDGMENT 3128706 02/19/2002
SAN FRANCISCO ST. - ESMT

YEAR	CANCEL
1968	1
1972	1A
1974	1C
1977	1E
1977	1D
1978	1H
1984	1F
1984	1K
1995	1G, L=1P, R, S
1996	1S, J=1T
1996	1M, R=1V

TAX YR	CANCEL
2003	ROW=4

SCALE (feet)
0 120 240 360 480

Original
"FOR INFORMATION ONLY. NO LIABILITY ASSUMED"

COCONINO COUNTY ASSESSOR

SCALE	LAST REVISION
1"=120'	03-17-2003
TAX CODE PARCELS	MARKET/SUB PARCELS
0150	03/02

Exhibit “B”

Legal Description of New Zoning

Exhibit A

The Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, as shown on the property survey recorded March 20, 1987, in Book 5 of Land Surveys, Page 82, records of Coconino County, Arizona;

EXCEPT that part of the Southeast quarter of the Northwest quarter of Section 10, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described in Docket 190, Page 752, records of Coconino County, Arizona, described as follows:

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Thence Northwesterly, a distance of 109.04 feet along a curve to the left having a radius of 816.33 feet and a central angle of 07° 39' 11";

Thence North 00° 16' East, a distance of 536.00 feet;

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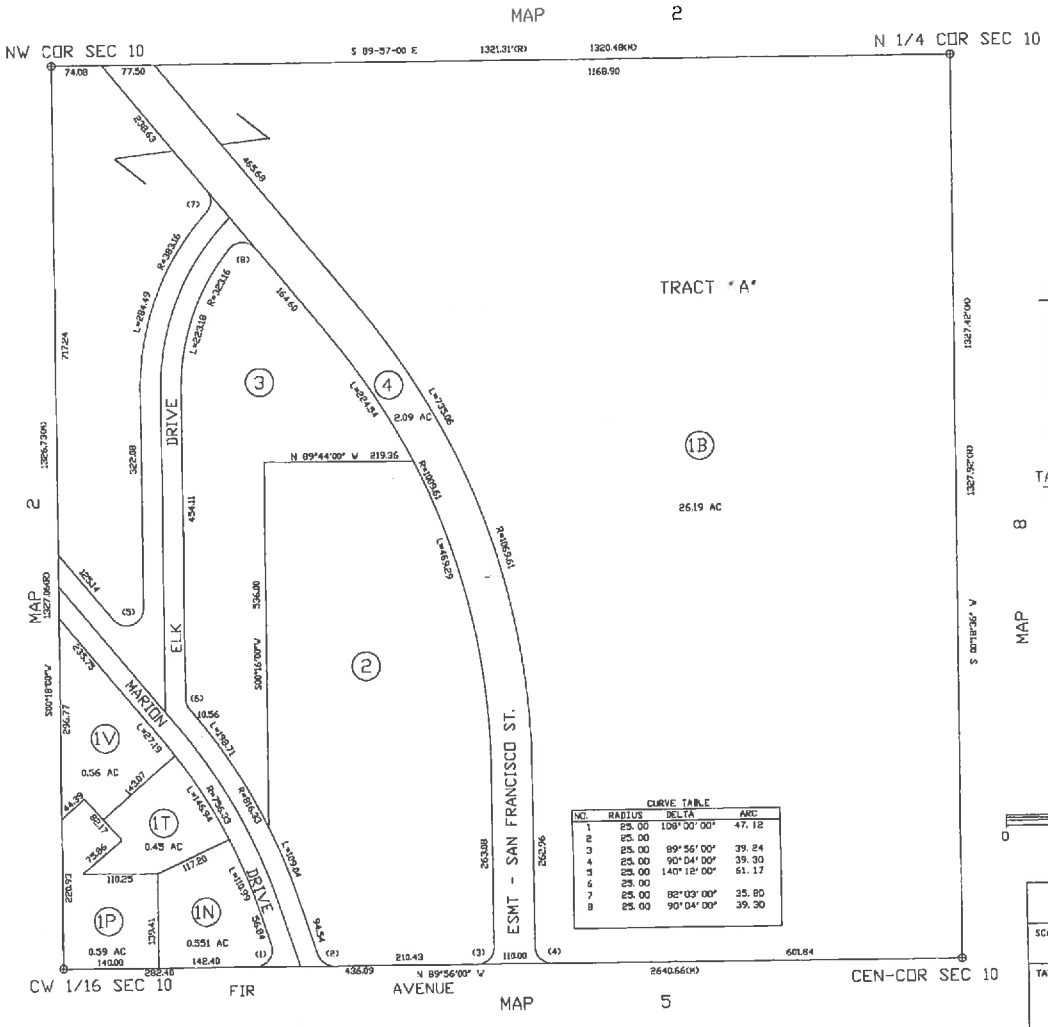
SE1/4, NW1/4 SEC10 T21N-R07E

(ALSO KNOWN AS TRACT 'A' OF COUNTRY CLUB SUB.)

BOOK 110
MAP 3
SHEET 1 OF 1



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307/314-316 ROW - CITY OF FLAGSTAFF
3087688 DCD, 3089537 DD FOR
PORTION OF SAN FRANCISCO ST.

JUDGMENT 3128706 02/19/2002
SAN FRANCISCO ST. - ESMT

YEAR	CANCEL
1968	1
1972	1A
1974	1C
1977	1E
1977	1D
1978	1H
1984	1F
1984	1K
1995	1G, L=1P, R, S
1996	1S, J=1T
1996	1M, R=1V

TAX YR	CANCEL
2003	ROW=4

SCALE (feet)
0 120 240 360 480

Original
"FOR INFORMATION ONLY. NO LIABILITY ASSUMED"

COCONINO COUNTY ASSESSOR

SCALE	LAST REVISION
1"=120'	03-17-2003
TAX CODE PARCELS	MARKET/SUB PARCELS
0150	03/02

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jennifer Mikelson, Associate Planner
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-09: A resolution amending the Flagstaff Regional Plan 2030 to change the area type designations on Maps 21 and 22 from Existing Suburban and Future Urban to Park/Open Space area type for approximately 1.07 acres located at 805 West Clay Avenue. ***(Guadalupe Park Minor Regional Plan Amendment)***

RECOMMENDED ACTION:

1) Continue the Public Hearing
2) Read Resolution No. 2016-09 by title only
3) City Clerk reads Resolution No. 2016-09 by title only (if approved above)
4) Adopt Resolution No. 2016-09

Executive Summary:

A minor Flagstaff Region Plan 2030 amendment request to change the area type designation on Maps 21 and 22 from Existing Suburban and Future Urban to Parks/Open Space for approximately 1.07 acres located at 805 West Clay Avenue.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Has There Been Previous Council Decision on This:

This is an action item from the Plaza Vieja Neighborhood Plan, adopted by Council in October 2015 (Resolution 2015-35). The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

Options and Alternatives:
1) Approve the resolution as proposed
2) Approve the resolution with conditions
3) Deny the resolution

Background/History:

The applicant, City of Flagstaff Parks and Recreation Department, is requesting a minor Plan amendment to ensure conformance with a proposed Zoning Map amendment to designate city owned property with Public Facility (PF) zoning. Removing the Existing Suburban/Future Urban area types and leaving only the Park/Open Space will affect approximately 1.07 acres of land depicted on the Future Growth Illustration (Maps 21 and 22). The amendment table on page III-9 of the Plan states that a minor Plan amendment is appropriate for the designation of any land for open space. In this instance, the Public Facility (PF) zoning category is considered a Park/Open Space land use category given its development and use restrictions. Most public parks in the city are also zoned Public Facility (PF). Formalizing the Parks/Open Space area type designation over the subject site will provide better clarity on interpretation of the Future Growth Illustration. The Illustration currently shows an assortment of overlaid area types on the subject property which do not provide clear direction about preferred land uses. This application will remove the superfluous area types in favor of the single Park/Open Space area type.

The subject property is located at 805 West Clay Avenue in the La Plaza Vieja Neighborhood, and is known as Guadalupe Park. Existing access to the site will continue, as will the existing parking and portable bathroom facilities. Other future improvements to the park will be determined by the Parks Department.

Key Considerations:

The Planning and Zoning Commission and Council shall find that the proposed *Flagstaff Regional Plan 2030* (FRP30 or the Plan) amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for an amendment to the Plan, the goals and policies in the Plan should be considered to ensure that the requested change to the Future Growth Illustration is in conformance to the overall vision of the Plan. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p. III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p. III-1).

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council and city staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or annexations, approval which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21

(regional scale) and 22 (city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration displays broad land use categories, called "area types," which describe the placemaking context of Urban, Suburban, Rural, Special Planning Area, Park/Open Space, or in some cases, Area in White. Areas in White retain existing entitlements and have no other assigned area type. In most cases, these parcels are public lands held by the Forest Service or city.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this minor Regional Plan Amendment request are addressed in the attached Planning and Zoning Commission staff report dated February 19, 2016.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Zoning Map amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the subject property. The mailing asked residents and property owners to attend the October 19, 2015 Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. No members of the public attended this meeting and there were no email inquiries about this Plan amendment.

Expanded Options and Alternatives:

None

Attachments:

PZ Staff Report
Application
Proposed Future Growth Illustration
Public Notice
Res. 2016-09

PLANNING AND DEVELOPMENT SERVICES REPORT
FLAGSTAFF REGIONAL PLAN 2030 AMENDMENT

PUBLIC HEARING **DATE:** **February 19, 2016**
PZ-15-00138-01 **MEETING DATE:** **February 24, 2016**
REPORT BY: **Jennifer Mikelson**

REQUEST:

A minor *Flagstaff Regional Plan 2030* amendment request by the City of Flagstaff to change the area type designation on Map 21 and 22 from Existing Suburban and Future Urban, to Park/Open Space for approximately 1.07 acres located at 805 West Clay Avenue.

STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission forward the minor *Flagstaff Regional Plan 2030* amendment to the City Council with a recommendation for approval.

PRESENT LAND USE

City park with a baseball field in the Existing Suburban/Future Urban, and Park/Open Space area type categories.

PROPOSED LAND USE

Parks/Open Space area type, which would reflect the existing active recreational use.

NEIGHBORHOOD DEVELOPMENT

North: Single family residences; Single Family Residential Neighborhood (R1N) zone
East: Commercial business; Highway Commercial (HC) zone
South: Multi-family residential development; High Density Residential (HR) zone
West: Single family residences; Highway Commercial (HC) zone

REQUIRED FINDINGS

The Planning and Zoning Commission shall find that the proposed *Flagstaff Regional Plan 2030* (FRP30 or the Plan) amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11).

In considering the request for an amendment to the Plan, the goals and policies in the Plan should be considered to ensure that the requested change to the Future Growth Illustration is in conformance to the overall vision of the Plan. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p. III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p. III-1).

STAFF REVIEW

Introduction/Background Discussion

This request is the first of two related items on the Commission's agenda; the second item is identified as a Zoning Map amendment request.

The applicant, City of Flagstaff Recreation Department, is requesting a minor Plan amendment to ensure conformance with a proposed Zoning Map amendment to designate city owned property with Public Facility (PF) zoning. Removing the Existing Suburban/Future Urban area types and leaving only the Park/Open Space will affect approximately 1.07 acres of land depicted on the Future Growth Illustration (Maps 21 and 22). The amendment table on page III-9 of the Plan states that a minor Plan amendment is appropriate for the designation of any land for open space. In this instance,

the Public Facility (PF) zoning category is considered a Park/Open Space land use category given its development and use restrictions. Most public parks in the city are also zoned Public Facility (PF). Formalizing the Parks/Open Space area type designation over the subject site will provide better clarity on interpretation of the Future Growth Illustration. The Illustration currently shows an assortment of overlaid area types on the subject property which do not provide clear direction about preferred land uses. This application will remove the superfluous area types in favor of the single Park/Open Space area type.

The subject property is located at 805 West Clay Avenue in the La Plaza Vieja Neighborhood, and is known as Guadalupe Park. Existing access to the site will continue, as will the existing parking and portable bathroom facilities. Other future improvements to the park will be determined by the Parks Department.

Flagstaff Regional Plan 2030 Amendment Request

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council and city staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or annexations, approval which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21 (regional scale) and 22 (city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration displays broad land use categories, called "area types," which describe the placemaking context of Urban, Suburban, Rural, Special Planning Area, Park/Open Space, or in some cases, Area in White. Areas in White retain existing entitlements and have no other assigned area type. In most cases, these parcels are public lands held by the Forest Service or city.

Attached are exhibits comparing the existing and proposed Future Growth Illustrations. The Plan's maps and any applicable text should be considered in the context of the Plan's goals and policies. A discussion of the FRP30 goals and policies is provided below.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Recreation
Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.
Policy Rec.1.1. Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Neighborhoods, Housing, and Urban Conservation
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
Policy NH.1.1. Preserve and enhance existing neighborhoods.

APPLICABLE SPECIFIC PLAN GOALS AND POLICIES

Parks and Community Spaces (From the *La Plaza Vieja Neighborhood Specific Plan*)
Goal 3: Enhance parks maintenance, design, and connection
Ensure City parks in La Plaza Vieja provide safe, user-friendly, and interactive neighborhood spaces for gatherings and family activities.
Goal 5: Community Centers and Spaces
Provide publicly accessible meeting spaces throughout La Plaza Vieja for education and social events; and provide resources for local children, seniors, and small businesses.
Implementation Strategy 6T.3: Rezone all city owned parks in La Plaza Vieja to the Public Facilities zone.

Applying the Parks/Open Space area type reflects its current use as a neighborhood park and protects the continued use of the property for that purpose. The baseball field and playground are valuable recreational amenities that assist in the preservation of existing neighborhood character. The proximity of Guadalupe Park to La Plaza Vieja's residents and other nearby urban neighborhoods allows for a healthy well connected community. Goals and policies in support of public recreational opportunities and urban neighborhood conservation are upheld in both the FRP30 and the La Plaza Vieja Neighborhood Specific Plan. Adding the Park/Open Space zone to the subject property will reflect a very specific implementation strategy set forth in the neighborhood's Specific Plan to rezone the Guadalupe Park.

Policy Analysis: In summary, appropriate zoning and area type designations ensure that Guadalupe Park will continue to serve as an active recreation facility to the surrounding neighborhood and the greater community. The list below identifies several key points and community benefits supporting (+) the proposed amendment:

+ This centrally located public park promotes connectivity to Flagstaff's urban neighborhoods.
+ Accessible recreational facilities are supported by several of the City's planning documents.
+ Ensuring the continued use of the park for recreation assists in preserving La Plaza Vieja's character.
+ The minor amendment supports the Specific Plan's implementation strategy and its vision of neighborhood preservation and enhancement of parks.

PUBLIC SYSTEMS IMPACT ANALYSIS

No public service impact analysis was required.

OTHER REQUIREMENTS

Citizen Participation: Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Zoning Map amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the subject property. The mailing asked residents and property owners to attend the October 19, 2015 Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. No members of the public attended this meeting and there were no email inquiries about this Plan amendment.

RECOMMENDATION

Staff believes that the proposed amendment to the regional plan is supportable under the guidelines of the *Flagstaff Regional Plan 2030*, and would recommend approval of the proposed amendment.

ATTACHMENTS

- Minor Regional Plan amendment application
- Future Growth Illustration – existing/proposed
- Public hearing legal advertisement

Guadalupe Park

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

Date Received	File Number
	P2-15-00138 P2-15-00138-01

Property Owner(s)	Title	Phone	Email
CITY OF FLAGSTAFF	—	—	—
Mailing Address			**City, State, Zip**
211 W. ASPEN AVE		FLAGSTAFF, AZ	86001
Applicant(s)	**Title**	**Phone**	**Email**
—	—	—	—
Mailing Address			**City, State, Zip**
—	—	—	—
Project Representative)	**Title**	**Phone**	**Email**
STEVE ZIMMERMAN	PARKS MGR.	928-213-2192	SZIMMERMAN@FLAGSTAFFAZ.GOV
Mailing Address			**City, State, Zip**
211 W. ASPEN AVE		FLAGSTAFF, AZ, 86001	

Requested Review ☒ Zoning Map Amendment ☒ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
805 W CLAY AVE	103-02-001A 103-02-001E	RIORDAN ADDITION
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
HC - HIGHWAY COMMERCIAL	PUBLIC FACILITY (PF)	SUBURBAN → FUTURE URBAN
Existing Use		**Proposed Use**
GUADALUPE PARK		GUADALUPE PARK

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☐ Yes ☒ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
N/A	PARKS / OPEN SPACE

Property Owner Signature(required)	Date:	Applicant Signature	Date:
Mark Copley	2/8/16		2/8/16

For City Use

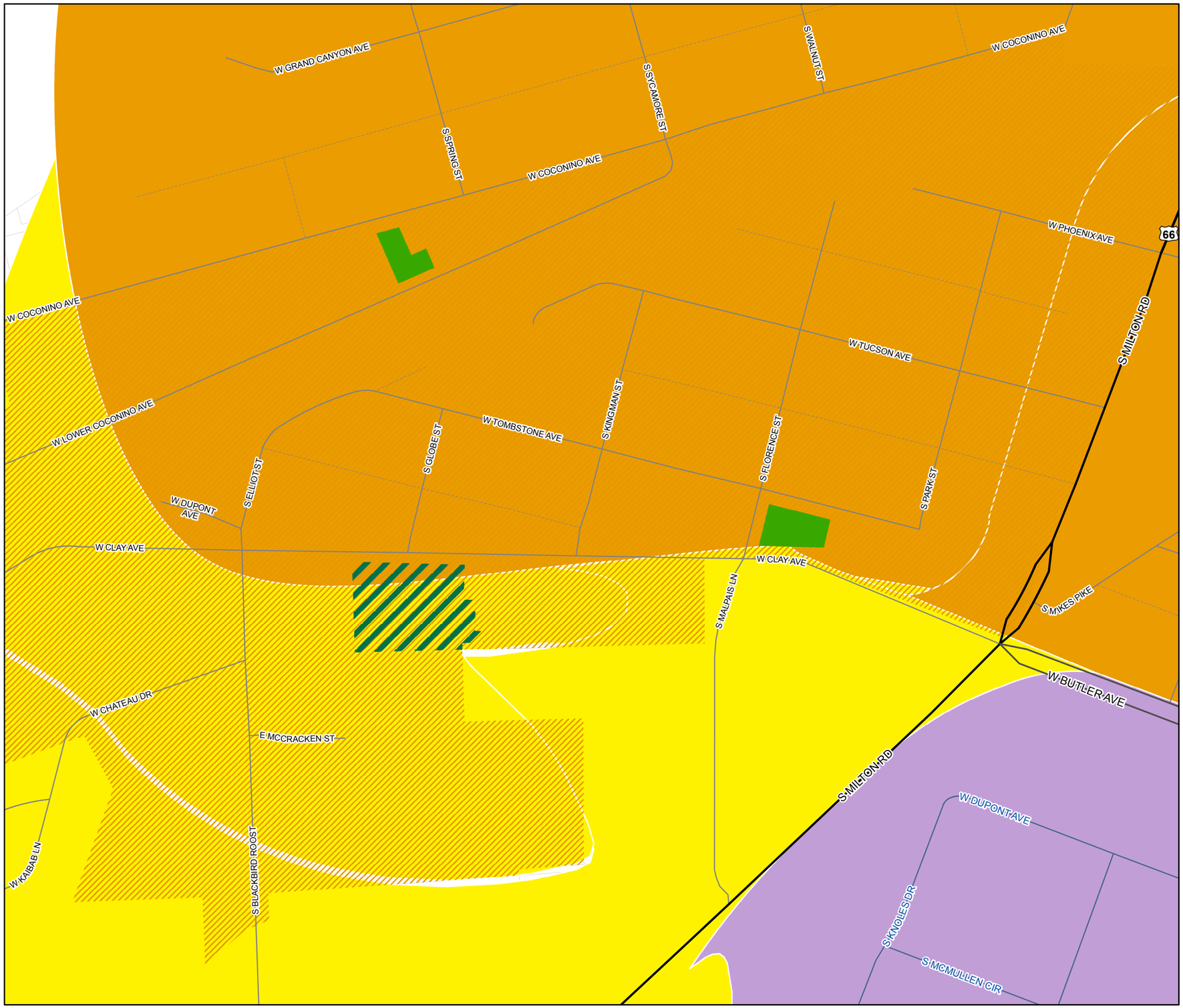
Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale ☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Tiffany	Mary	Kent	Jim	Rick

Rev. 2/10/14

Guadalupe Park Minor Plan Amendment



Legend

- Parks/Open Space
- Proposed Parks/Open Space
- Proposed City Limit

Growth Illustration Area Types- Future

Vision Area Types

- Rural - Future
- Suburban - Future
- Urban - Future
- Industrial / Business Park - Special District

Growth Illustration Area Types- Existing

Vision Area Types

- Existing Entitlements Retained
- Industrial / Business Park - Existing
- Rural - Existing
- Special District
- Suburban - Existing
- Urban - Existing
- City Limits Cartegraphic
- FMPO Boundary

Parcels

- Parcels

N

0 0.02 0.04 0.08 0.12 0.16 Miles

The Future Growth Illustration defines the geographic locations of area types and place types. It shows the spatial relationship of existing and future development and is intended to be used in conjunction with the Natural Environment Maps (Maps 6-8) and the Road Network Map (Map 25). This Illustration should not be relied upon to determine where specific land uses are allowed; that information is found in City Code Title 10 (Zoning Code) and the Zoning Map. In case of any conflict between the Future Growth Illustration and the Regional Plan's goals and policies, the goals and policies will prevail.

Date Saved: 2/12/2016 9:15:14 AM Author: Sara Dechter

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on February 24, 2016, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on March 22, 2016, at 6:00 p.m. to consider a Zoning Map amendment request.

A. Explanation of Matters to be Considered:

1. A proposed Regional Plan Amendment to change the area type designation from Existing Suburban/Future Urban to Park/Open Space on Maps 21 and 22 of the Flagstaff Regional Plan.

2. A proposed Zoning Map Amendment to rezone the property from Highway Commercial (HC) to Public Facility (PF).

The site currently consists of a City operated baseball field on 2 separate parcels totaling 1.07 acres, located at 805 W. Clay Ave. The site location is described in Part B below and is highlighted on the map.

B. General Description of the Affected Area:

Approximately 1.07 acres, Coconino County Assessor's Parcel Numbers 103-02-001A and 103-02-001E within Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

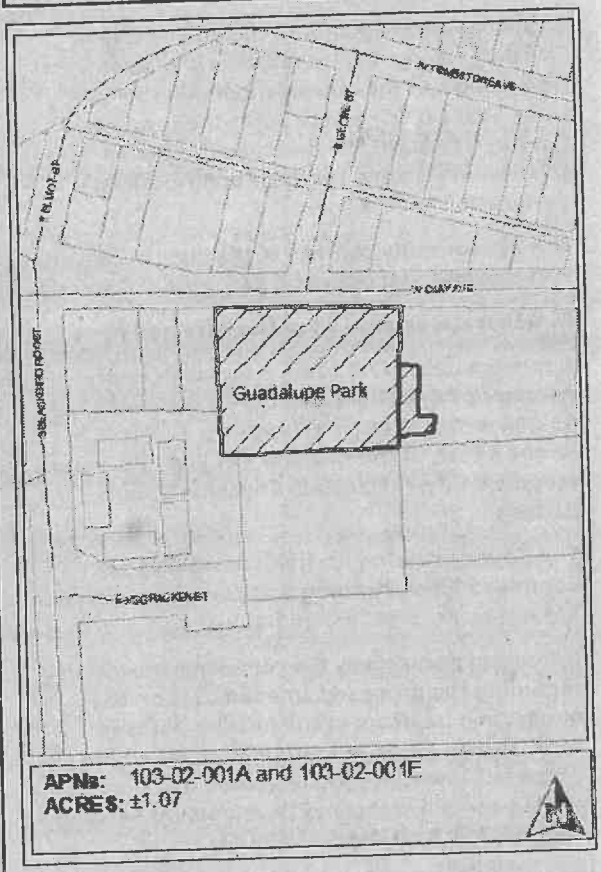
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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

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

PROPOSED REGIONAL PLAN AMENDMENT
Map 21 and 22 area type change from Existing Suburban/Future Urban to Park/Open Space

PROPOSED ZONING MAP AMENDMENT
From Highway Commercial (HC) Zone to Public Facility (PF) Zone



APNs: 103-02-001A and 103-02-001E
ACRES: ±1.07

FOR FURTHER INFORMATION CONTACT

Jennifer Mikelson
Associate Planner
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2615
jmikelson@flagstaffaz.gov

Publish: February 5, 2016

RESOLUTION NO. 2016-09

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 TO CHANGE THE AREA TYPE DESIGNATIONS OF APPROXIMATELY 1.07 ACRES OF REAL PROPERTY ON MAPS 21 AND 22 LOCATED AT 805 WEST CLAY AVENUE FROM EXISTING SUBURBAN AND FUTURE URBAN TO PARK/OPEN SPACE AREA TYPE; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff Regional Plan 2030 (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on January 14, 2014 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 20, 2014; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedure for minor amendments; and

WHEREAS, pursuant to section § 9-461.06, Arizona Revised Statutes, and the Regional Plan, the City has consulted with, advised, and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment on February 24, 2016, and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E).

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment on March 22, 2016, and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the *Arizona Daily Sun*, a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to amend the Regional Plan to change the area type designations of approximately 1.07 acres of real property on Maps 21 and 22 located at 805 West Clay Avenue from Existing Suburban, Future Urban to Park/Open Space area type.

ENACTMENTS:

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

SECTION 1. That the Flagstaff Regional Plan 2030 is hereby amended to change the area type designations of approximately 1.07 acres of real property on Maps 21 and 22 located at 805 West Clay Avenue, as more particularly depicted in **Exhibit "A" (Future Growth**

Illustration – Proposed), from Existing Suburban and Future Urban Space to Park/Open Space area type,.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. 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 5th day of April, 2016.

MAYOR

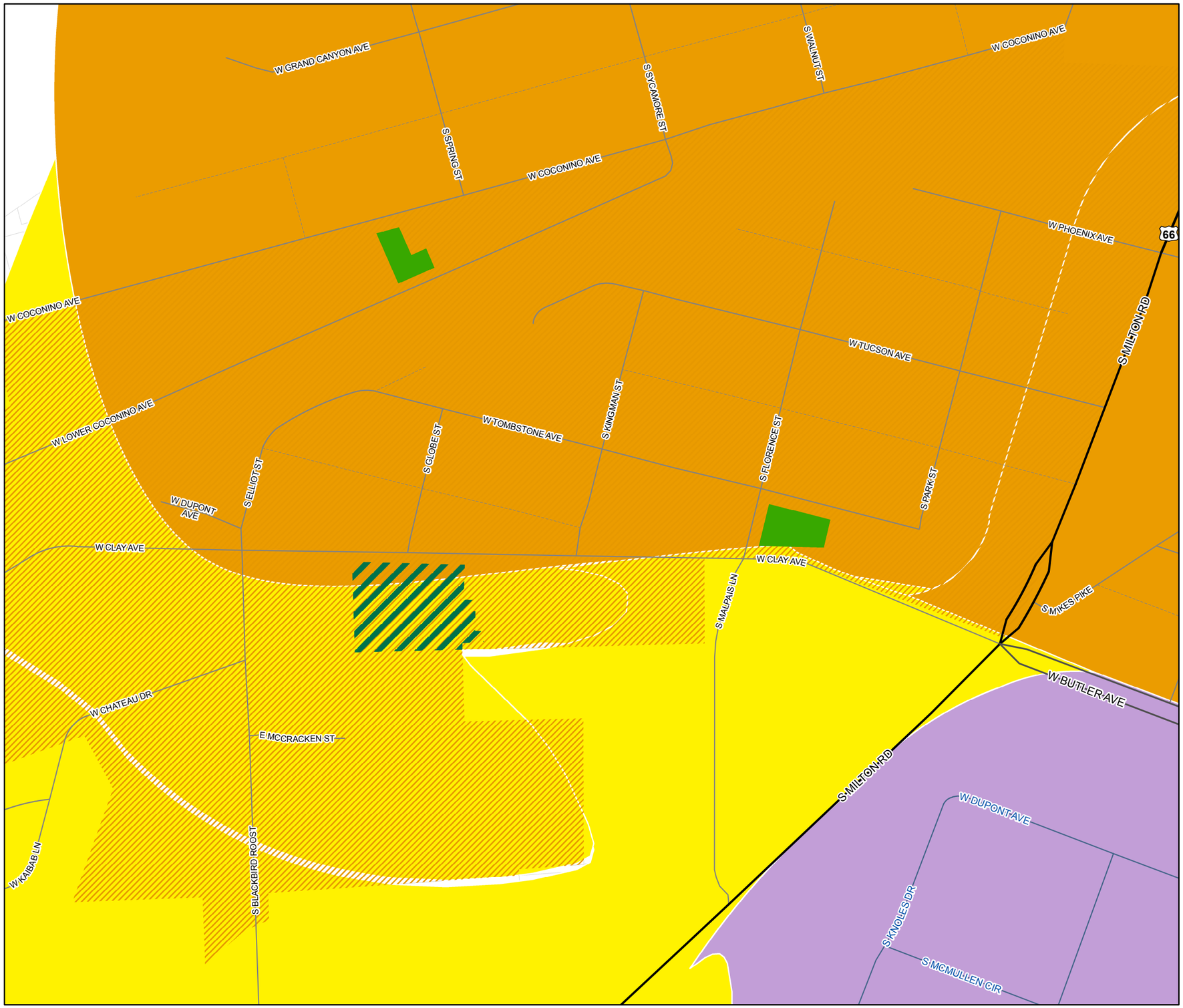
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Guadalupe Park Minor Plan Amendment



Legend

- Parks/Open Space
- Proposed Parks/Open Space
- Proposed City Limit

Growth Illustration Area Types- Future

Vision Area Types

- Rural - Future
- Suburban - Future
- Urban - Future
- Industrial / Business Park - Special District

Growth Illustration Area Types- Existing

Vision Area Types

- Existing Entitlements Retained
- Industrial / Business Park - Existing
- Rural - Existing
- Special District
- Suburban - Existing
- Urban - Existing
- City Limits Cartegraphic
- FMPO Boundary

Parcels

- Parcels

N

0 0.02 0.04 0.08 0.12 0.16 Miles

The Future Growth Illustration defines the geographic locations of area types and place types. It shows the spatial relationship of existing and future development and is intended to be used in conjunction with the Natural Environment Maps (Maps 6-8) and the Road Network Map (Map 25). This Illustration should not be relied upon to determine where specific land uses are allowed; that information is found in City Code Title 10 (Zoning Code) and the Zoning Map. In case of any conflict between the Future Growth Illustration and the Regional Plan's goals and policies, the goals and policies will prevail.

Date Saved: 2/12/2016 9:15:14 AM Author: Sara Dechter

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jennifer Mikelson, Associate Planner
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-15: An ordinance of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.07 acres of real property located at 805 West Clay Avenue, from Highway Commercial (HC) to Public Facility (PF). ***(Guadalupe Park Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue the Public Hearing
2) Read Ordinance No. 2016-15 by title only for the first time
3) City Clerk reads Ordinance No. 2016-15 by title only (if approved above)

At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-15 by title only for the final time
5) City Clerk reads Ordinance No. 2016-15 by title only (if approved above)
6) Adopt Ordinance No. 2016-15

Executive Summary:

A Zoning Map amendment request to rezone approximately 1.07 acres located at 805 West Clay Avenue from Highway Commercial (HC) to Public Facility (PF).

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Has There Been Previous Council Decision on This:

This is an action item from the Plaza Vieja Neighborhood Plan, adopted by Council in October 2015 (Resolution 2015-35).The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

Options and Alternatives:
1) Approve the ordinance as proposed
2) Approve the ordinance with conditions
3) Deny the ordinance based on the required findings in Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code

Background/History:

The Applicant, the City of Flagstaff Parks and Recreation Department, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 1.07 acres to the Public Facility (PF) zone. A Public Facility (PF) designation would better align with the site's existing and anticipated future use as a city park. The primary intention of this rezoning case is to carry forward an implementation strategy set forth in the Specific Plan to rezone both parks located in the neighborhood's Transition Area. This rezoning case supports a vision of neighborhood preservation and enhancement of parks as stated in the La Plaza Neighborhood Specific Plan.

Key Considerations:

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

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this Zoning Map amendment request are addressed in the attached Planning and Zoning Commission staff report dated February 19, 2016.

Community Involvement:

All property owners within 600-feet of this site were notified via mail of the zoning map amendment and asked to attend the October 19, 2015 Parks and Recreation Commission meeting. Additionally, a notice was run in the Daily Sun, which discussed the zoning map amendment and identified the Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. No members of the public inquired about the rezoning of the property.

Expanded Options and Alternatives:

None

Attachments:

PZ Staff Report
Application
Current Zoning Map
Public Notice
LPVNA Letter
Exhibit A
Ord. 2016-15

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING	**DATE: February 19, 2016**
PZ-15-00138	**MEETING DATE: February 24, 2016**
	REPORT BY: Jennifer Mikelson

REQUEST

A Zoning Map amendment request from the City of Flagstaff Parks and Recreation Department, on behalf of the property owner, City of Flagstaff, to rezone approximately 1.07 acres within Section 21, Township 21 North, Range 7 East, from the Highway Commercial (HC) zone to the Public Facility (PF) zone.

STAFF RECOMMENDATION

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

PRESENT LAND USE

The site is known as Guadalupe Park and is utilized as a baseball field with minimal parking and portable restroom facilities.

PROPOSED LAND USE

No change of use is anticipated on the site.

NEIGHBORHOOD DEVELOPMENT

North: Single family residences; Single Family Residential Neighborhood (R1N) zone
East: Commercial business; Highway Commercial (HC) zone
South: Multi-family residential development; High Density Residential (HR) zone
West: Single family residences; Highway Commercial (HC) zone

REQUIRED FINDINGS

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

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan; and the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or

development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW

Introduction/Background: The Applicant, the City of Flagstaff Recreation Department, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 1.07 acres to the Public Facility (PF) zone. A Public Facility (PF) designation would better align with the site's existing and anticipated future use as a city park. The primary intention of this rezoning case is to carry forward an implementation strategy set forth in the Specific Plan to rezone both parks located in the neighborhood's Transition Area. This rezoning case supports a vision of neighborhood preservation and enhancement of parks as stated in the La Plaza Neighborhood Specific Plan.

Proposed Development Concept Plans

No change of use is anticipated on the subject property.

General Plan – Flagstaff Regional Plan 2030:

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

La Plaza Neighborhood Specific Plan:

Goal 3: Enhance parks maintenance, design, and connection
Ensure City parks in La Plaza Vieja provide safe, user-friendly, and interactive neighborhood spaces for gatherings and family activities.
Implementation Strategy 6T.3: Rezone all city owned parks in La Plaza Vieja to the Public Facilities zone.

The application of the Public Facility (PF) zone implements the above goals of the FRP30 and the La Plaza Vieja Neighborhood Specific Plan. This rezoning also specifically enacts an implementation strategy from the neighborhood's Specific Plan. Applying the Public Facility (PF) zone to the property reflects its current use as a neighborhood park and protects the continued use of the property for that purpose.

Zoning – City of Flagstaff Zoning Code:

The Public Facility (PF) zone applies to public and quasi-public lands within the city. The intent of the Public Facility (PF) zone is intended to preserve and encourage the establishment of public lands and to provide an area within the City for active and passive recreation uses, parks, public open space, governmental buildings and facilities, schools and school grounds, quasi-public buildings and facilities, and related uses.

PUBLIC SYSTEMS IMPACT ANALYSIS

Traffic and Access: No analysis was required.

Water and Wastewater: No analysis was required.

Stormwater: No stormwater improvements have been required.

Parks and Recreation: This zoning map amendment is not expected to impact operations and maintenance of the existing park.

OTHER REQUIREMENTS

Resources: The subject property is not located within the Resource Protection Overlay (RPO) zone.

Citizen Participation: All property owners within 600-feet of this site were notified via mail of the zoning map amendment and asked to attend the October 19, 2015 Parks and Recreation Commission meeting. Additionally, a notice was run in the Daily Sun, which discussed the zoning map amendment and identified the Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. No members of the public inquired about the rezoning of the property.

DISCUSSION

The application of the Public Facility (PF) zone to the subject property enacts the Neighborhood Plan's implementation strategy to rezone all parks in the Transition Area. It also removes the possibility of future commercial development or significant impacts to the site. With the Public Facility (PF) zoning designation, the property will continue to serve as a public recreation facility for the surrounding neighborhood and all city residents.

RECOMMENDATION

Staff believes that the proposed Zoning Map amendment has been justified and would recommend in favor of amending the Zoning Map for 1.07 acres to the Public Facility (PF) zone.

ATTACHMENTS

- Zoning Map amendment application
- Current City of Flagstaff Zoning Map
- Public hearing legal advertisements

Guadalupe Park

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

Date Received	File Number
	P2-15-00138 P2-15-00138-01

Property Owner(s)	Title	Phone	Email
CITY OF FLAGSTAFF	—	—	—
Mailing Address			**City, State, Zip**
211 W. ASPEN AVE		FLAGSTAFF, AZ	86001
Applicant(s)	**Title**	**Phone**	**Email**
—	—	—	—
Mailing Address			**City, State, Zip**
—	—	—	—
Project Representative)	**Title**	**Phone**	**Email**
STEVE ZIMMERMAN	PARKS MGR.	928-213-2192	SZIMMERMAN@FLAGSTAFFAZ.GOV
Mailing Address			**City, State, Zip**
211 W. ASPEN AVE		FLAGSTAFF, AZ, 86001	

Requested Review ☒ Zoning Map Amendment ☒ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
805 W CLAY AVE	103-02-001A 103-02-001E	RIORDAN ADDITION
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
HC - HIGHWAY COMMERCIAL	PUBLIC FACILITY (PF)	SUBURBAN → FUTURE URBAN
Existing Use		**Proposed Use**
GUADALUPE PARK		GUADALUPE PARK

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☐ Yes ☒ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
N/A	PARKS / OPEN SPACE

Property Owner Signature(required)	Date:	Applicant Signature	Date:
Mark Copley	2/8/16		2/8/16

For City Use

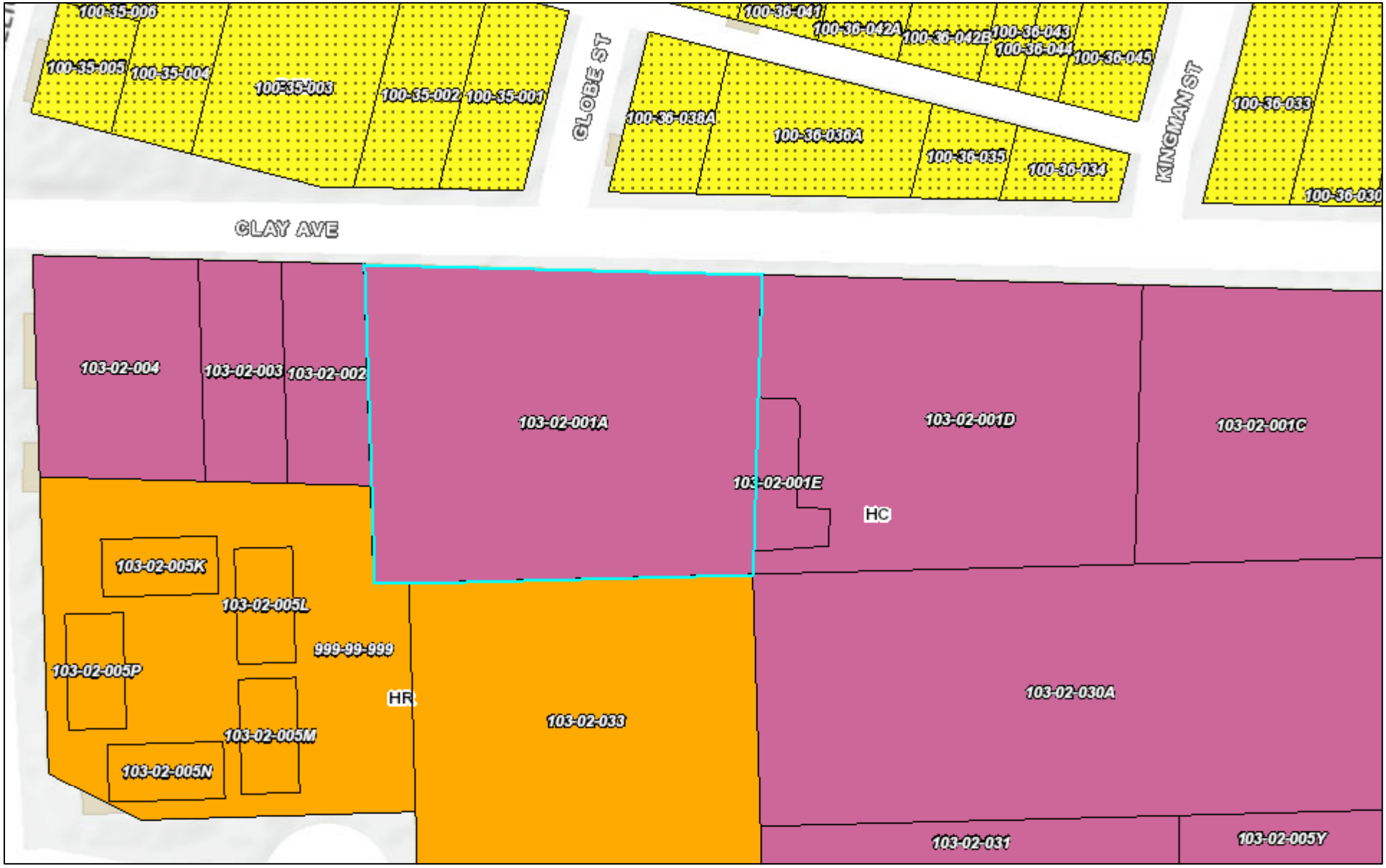
Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale ☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Tiffany	Mary	Kent	Jim	Rick

Rev. 2/10/14

City of Flagstaff - Zoning Map



February 16, 2016

Parcels

1:1,000

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

COF GIS

Web AppBuilder for ArcGIS

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on February 24, 2016, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on March 22, 2016, at 6:00 p.m. to consider a Zoning Map amendment request.

A. Explanation of Matters to be Considered:

1. A proposed Regional Plan Amendment to change the area type designation from Existing Suburban/Future Urban to Park/Open Space on Maps 21 and 22 of the Flagstaff Regional Plan.

2. A proposed Zoning Map Amendment to rezone the property from Highway Commercial (HC) to Public Facility (PF).

The site currently consists of a City operated baseball field on 2 separate parcels totaling 1.07 acres, located at 805 W. Clay Ave. The site location is described in Part B below and is highlighted on the map.

B. General Description of the Affected Area:

Approximately 1.07 acres, Coconino County Assessor's Parcel Numbers 103-02-001A and 103-02-001E within Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

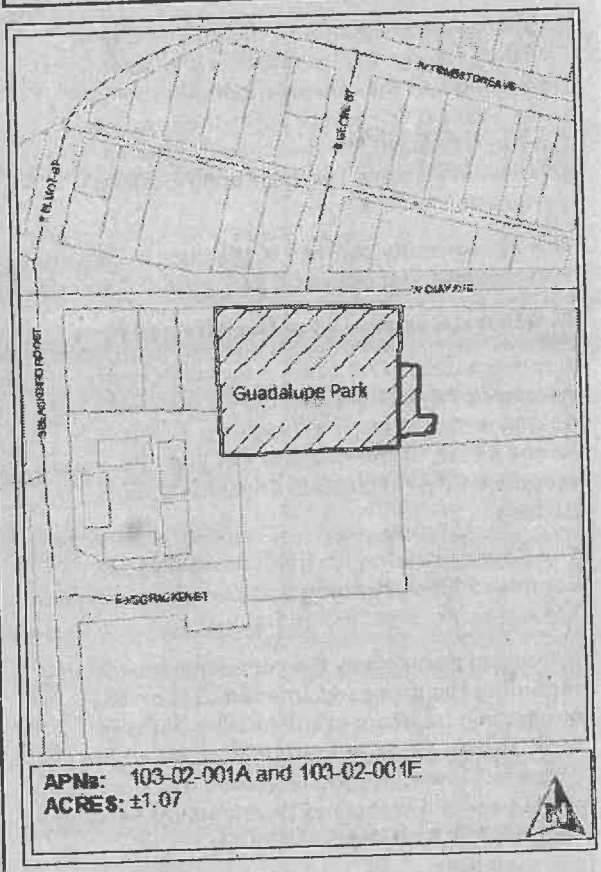
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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

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

PROPOSED REGIONAL PLAN AMENDMENT
Map 21 and 22 area type change from Existing Suburban/Future Urban to Park/Open Space

PROPOSED ZONING MAP AMENDMENT
From Highway Commercial (HC) Zone to Public Facility (PF) Zone



APNs: 103-02-001A and 103-02-001E
ACRES: ±1.07

FOR FURTHER INFORMATION CONTACT

Jennifer Mikelson
Associate Planner
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2615
jmikelson@flagstaffaz.gov

Publish: February 5, 2016

La Plaza Vieja Neighborhood

February 24, 2016

Good Afternoon Chairman and Commissioners.

My name is Laura Bustamante-Myers and I currently serve as Outreach Director of the La Plaza Vieja Neighborhood Association.

La Plaza Vieja Neighborhood Association strongly supports the proposed Regional Plan Amendment from existing Suburban/Future Urban to Park/Open Space, Map 21 and 22 and the proposed zoning map amendment to rezone the property from Highway Commercial (HC) to Public Facilities (PF) Zone.

We appreciate the time and effort the City staff has put into supporting La Plaza Vieja. Rezoning Our Lady of Guadalupe Park will assist with the Neighborhood Association's dedication to maintaining our cultural heritage within the neighborhood, for future generations. Ensuring that Open Space is located within densely built surroundings enhances the general health and welfare of our residents.

Thank you for your time and consideration.

La Plaza Vieja Neighborhood Association

Exhibit A

PARCEL NO. 1: (103-02-001A)

A portion of a parcel of land as described in Docket 169, Page 343-344, records of Coconino County, Arizona, situated in the Northeast quarter of the Northwest quarter of Section 21, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, and more particularly described as follows:

FOR REFERENCE commencing at a found ½ inch rebar with aluminum cap marked PE 2007, said point lying on the Westerly right-of-way line of Malpais Lane and being the Northeast corner of McCracken Place as set forth in the plat of McCracken Village, Unit 1 and 2, recorded in Case 3, Map 220, records of Coconino County, Arizona (R1);

Thence South 88° 37' 00" West (Basis of Bearing (R1)), along the Northerly line of said McCracken Place, a distance of 516.67 feet (517.00 feet (R1)), to a found ½ inch rebar with aluminum cap marked PE 2007, said point being the Northeast corner of Tract "B" of R1, and the TRUE POINT OF BEGINNING;

Thence continuing South 88° 37' 00" West, a distance of 229.71 feet (229.36 feet (R1)), to a found ½ inch rebar with red cap marked Martin RLS 18548, said point being an angle point along the Easterly boundary of Tract "A" of R1;

Thence North 01° 34' 20" West, a distance of 193.09 feet to a found ½ inch bolt with square head, said point lying on the Southerly right-of-way line of Clay Avenue (Armory Avenue);

Thence South 88° 17' 25" East along said Southerly right-of-way, a distance of 240.67 feet to a set ½ inch rebar with plastic cap marked RLS 26406;

Thence South 01° 46' 51" West, a distance of 180.58 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2: (103-02-001E)

A portion of that parcel of land described as Parcel B in Instrument No. 3023166, records of Coconino County, Arizona, situated in the Northwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING for reference at the Northwest corner of said Parcel B, which is a found 1/2" rebar with cap marked "LS 26406";

thence South 01° 46' 51" West, a distance of 74.26 feet along the West line of said Parcel B (Basis of Bearings to a set 1/2" rebar with plastic cap marked "RLS 18215" and the POINT OF BEGINNING;

thence South 88° 19' 39" East, a distance of 22.67 feet to a found 2-1/2" diameter galvanized steel fence post to which was attached a brass tag marked "RLS 18215";

thence South 33° 16' 21" East, a distance of 5.32 feet to a found 2-1/2" diameter galvanized steel fence post to which was attached a brass tag marked "RLS 18215";

thence South 01° 53' 44" West, a distance of 60.79 feet to a found 2-1/2" diameter galvanized steel fence post to which was attached a brass tag marked "RLS 18215";

thence South 87° 48' 47" East, a distance of 20.07 feet to a found 2-1/2" diameter galvanized steel fence post to which was attached a brass tag marked "RLS 18215";

thence South 02° 59' 40" West, a distance of 23.38 feet to a found 2-1/2" diameter galvanized steel fence post to which was attached a brass tag marked "RLS 18215";

thence South 86° 15' 09" West, a distance of 45.38 feet to a set 1/2" rebar with plastic cap marked "RLS 18215" on said West line of Parcel B, from which the Southwest corner of said Parcel B, which is monumented with a 1-1/2" diameter aluminum cap marked "PE 8218 LS 13010", bears South 01° 46' 51" West, a distance of 13.40 feet;

ORDINANCE NO. 2016-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 1.07 ACRES OF REAL PROPERTY LOCATED AT 805 WEST CLAY AVENUE FROM HIGHWAY COMMERCIAL (HC) ZONE TO PUBLIC FACILITY (PF) ZONE; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, The City of Flagstaff (the "Applicant"), applied for a Zoning Map Amendment to rezone approximately 1.07 acres of land located at 805 West Clay Avenue, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to have the zoning for the property match the property's existing use as a City park; and

WHEREAS, in furtherance of the Applicant's reasons for the rezone, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from Highway Commercial (HC) zone to Public Facility (PF) zone for approximately 1.07 acres; and

WHEREAS, the Applicant conducted a neighborhood meeting on October 19, 2015, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and a public hearing on February 24, 2016, and has recommended approval of the requested zoning application; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff has recommended approval of the Zoning Map Amendment application; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Highway Commercial (HC) zone to Public Facility (PF) zone for approximately 1.07 acres, as depicted in Exhibit "B", through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 8. 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 9. 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 19th day of April, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit “A”

Legal Description of Property

Exhibit A

PARCEL NO. 1: (103-02-001A)

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Thence South 88° 17' 25" East along said Southerly right-of-way, a distance of 240.67 feet to a set ½ inch rebar with plastic cap marked RLS 26406;

Thence South 01° 46' 51" West, a distance of 180.58 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2: (103-02-001E)

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Exhibit “B”

Legal Description of New Zoning

Exhibit A

PARCEL NO. 1: (103-02-001A)

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jennifer Mikelson, Associate Planner
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-11: A resolution amending the Flagstaff Regional Plan 2030 to change the area type designation on Maps 21 and 22 from Future Suburban area type to Park/Open Space area type for approximately 5.31 acres located off Highland Avenue. ***(Highland Avenue Minor Regional Plan Amendment)***

RECOMMENDED ACTION:

1) Continue the Public Hearing
2) Read Resolution No. 2016-11 by title only
3) City Clerk reads Resolution No. 2016-11 by title only (if approved above)
4) Adopt Resolution No. 2016-11

Executive Summary:

A minor Regional Plan amendment request to change the area type designation on Maps 21 and 22 from Existing Suburban to Park/Open Space for approximately 5.31 acres located off Highland Avenue.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:
Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Has There Been Previous Council Decision on This:

The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

Options and Alternatives:
1) Approve the resolution as proposed
2) Approve the resolution with conditions
3) Deny the resolution

Background/History:

The applicant, City of Flagstaff Recreation Department, is requesting a minor Plan amendment to ensure conformance with a proposed Zoning Map amendment to designate city owned property with Public Facility (PF) zoning. The change in area type from Existing Suburban to Park/Open Space will affect approximately 5.31 acres of land depicted on the Future Growth Illustration (Maps 21 and 22). The amendment table on page III-9 of the Plan states that a minor Plan amendment is appropriate for the designation of any land for open space. In this instance, the Public Facility (PF) zoning category is considered a Park/Open Space land use category given the development and use restrictions of that zone. Most public parks in the city are also zoned Public Facility (PF). Formalizing the Parks/Open Space area type over the subject site will formerly designate the intended land use of the subject property, and will enact the deed restrictions placed on both parcels.

The subject property is located off Highland Avenue in the Woodlands Village Unit 3 subdivision. Details about future park facilities and other improvements to the site will be determined by the Parks Department.

Key Considerations:

The Planning and Zoning Commission shall find that the proposed *Flagstaff Regional Plan 2030* (FRP30 or the Plan) amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for an amendment to the Plan, the goals and policies in the Plan should be considered to ensure that the requested change to the Future Growth Illustration is in conformance to the overall vision of the Plan. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p. III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p. III-1).

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council and city staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or annexations, approval which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21 (regional scale) and 22 (city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration displays broad land use categories, called "area types," which describe the placemaking context of Urban, Suburban,

Rural, Special Planning Area, Park/Open Space, or in some cases, Area in White. Areas in White retain existing entitlements and have no other assigned area type. In most cases, these parcels are public lands held by the Forest Service or city.

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this minor Regional Plan amendment request are addressed in the attached Planning and Zoning Commission staff report dated February 19, 2016.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Zoning Map amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the subject property. The mailing asked residents and property owners to attend the October 19, 2015 Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. No members of the public attended this meeting and there were no email inquiries about this plan amendment.

Expanded Options and Alternatives:

None

Attachments:

PZ Staff Report
Application
Proposed Future Growth Illustration
Public Notice
Res. 2016-11

PLANNING AND DEVELOPMENT SERVICES REPORT
FLAGSTAFF REGIONAL PLAN 2030 AMENDMENT

PUBLIC HEARING	**DATE:**	**February 19, 2016**
PZ-15-00140-01	**MEETING DATE:**	**February 24, 2016**
	REPORT BY:	**Jennifer Mikelson**

REQUEST

A minor *Flagstaff Regional Plan 2030* amendment request by the City of Flagstaff to change the area type designation on Map 21 and 22 from Existing Suburban, to Park/Open Space for approximately 5.31 acres located off Highland Avenue.

STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission forward the minor *Flagstaff Regional Plan 2030* amendment to the City Council with a recommendation for approval.

PRESENT LAND USE

The site is currently undeveloped, located off Highland Avenue on two parcels totaling 5.31 acres.

PROPOSED LAND USE

The site may become a neighborhood park servicing Boulder Point and other west Flagstaff neighborhoods depending upon available funding.

NEIGHBORHOOD DEVELOPMENT

North: Vacant / Mountain Trail Apartments; Medium Density Residential (MR) /Highway Commercial (HC) zones
East: Commercial shopping center; Highway Commercial (HC) zone
South: Interstate 40
West: Vacant; Medium Density Residential (MR) zone

REQUIRED FINDINGS

The Planning and Zoning Commission shall find that the proposed *Flagstaff Regional Plan 2030* (FRP30 or the Plan) amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11).

In considering the request for an amendment to the Plan, the goals and policies in the Plan should be considered to ensure that the requested change to the Future Growth Illustration is in conformance to the overall vision of the Plan. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p. III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p. III-1).

STAFF REVIEW

Introduction/Background Discussion

This request is the first of two related items on the Commission's agenda; the second item is identified as a Zoning Map amendment request.

The applicant, City of Flagstaff Recreation Department, is requesting a minor Plan amendment to ensure conformance with a proposed Zoning Map amendment to designate city owned property with Public Facility (PF) zoning. The change in area type from Existing Suburban to Park/Open Space will affect approximately 5.31 acres of land depicted on the Future Growth Illustration (Maps 21 and 22). The amendment table on page III-9 of the Plan states that a minor

Plan amendment is appropriate for the designation of any land for open space. In this instance, the Public Facility (PF) zoning category is considered a Park/Open Space land use category given the development and use restrictions of that zone. Most public parks in the city are also zoned Public Facility (PF). Formalizing the Parks/Open Space area type over the subject site will formerly designate the intended land use of the subject property, and will enact the deed restrictions placed on both parcels.

The subject property is located off Highland Avenue in the Woodlands Village Unit 3 subdivision. Details about future park facilities and other improvements to the site will be determined by the Parks Department.

Flagstaff Regional Plan 2030 Amendment Request

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council and city staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or annexations, approval which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21 (regional scale) and 22 (city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration displays broad land use categories, called "area types," which describe the placemaking context of Urban, Suburban, Rural, Special Planning Area, Park/Open Space, or in some cases, Area in White. Areas in White retain existing entitlements and have no other assigned area type. In most cases, these parcels are public lands held by the Forest Service or city.

Attached are exhibits comparing the existing and proposed Future Growth Illustrations. The Plan's maps and any applicable text should be considered in the context of the Plan's goals and policies. A discussion of the FRP30 goals and policies is provided below.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Recreation
Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.
Policy Rec.1.1. Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Neighborhoods, Housing, and Urban Conservation
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
Policy NH.1.1. Preserve and enhance existing neighborhoods.

Applying the Parks/Open Space area type reflects its intended use as a neighborhood park and permanently protects the property for that use. A future recreational facility will enhance the existing neighborhood character and quality of life in the area. The proximity of the site to Boulder Point residents and other west Flagstaff neighborhoods creates a healthy and well-connected community. Goals and policies in support of such public recreational opportunities and neighborhood preservation are reflected in the FRP30.

Policy Analysis: In summary, appropriate zoning and area type designations ensure that the subject site will serve as an active recreation facility for the surrounding neighborhood and the greater community. The list below identifies several key points and community benefits supporting (+) the proposed amendment:

+ This easily accessible site promotes connectivity with existing neighborhoods and residential areas.
+ A new public park facility will fill the need for the comparatively underserved west side of Flagstaff.
+ Removal of the Existing Suburban area type will fulfil the deed restrictions placed on the land.

PUBLIC SYSTEMS IMPACT ANALYSIS

No public service impact analysis was required.

OTHER REQUIREMENTS

Citizen Participation: Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Zoning Map amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet of the subject property. The mailing asked residents and property owners to attend the October 19, 2015 Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other city staff present. No members of the public attended this meeting and there were no email inquiries about this Plan amendment.

RECOMMENDATION

Staff believes that the proposed amendment to the regional plan is supportable under the guidelines of the *Flagstaff Regional Plan 2030*, and would recommend approval of the proposed amendment.

ATTACHMENTS

- Minor Regional Plan amendment application
- Future Growth Illustration – existing/proposed
- Public hearing legal advertisement

Highland Ave

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

RECEIVED

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

File Number: P2-15-00140 / P2-15-00140-01

Date Received	
12/29/15	

Property Owner(s)	Title	Phone	Email
City of Flagstaff			
Mailing Address		**City, State, Zip**	
211 W. Aspen Ave		Flagstaff, AZ. 86001	
Applicant(s)	**Title**	**Phone**	**Email**
—	—	—	—
Mailing Address		**City, State, Zip**	
—		—	
Project Representative)	**Title**	**Phone**	**Email**
Steve Zimmerman	Parks Mgr.	928-213-2192	szimmerman@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W. Aspen Ave		Flagstaff, AZ 86001	

Requested Review: ☒ Zoning Map Amendment ☒ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
N/A	112-29-021G 112-29-021F	Woodlands Village Unit 3
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
(RPO) Highway Commercial (HC)	Public Facility (PF)	Suburban
Existing Use	**Proposed Use**	
Vacant	Park/Open Space	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
N/A	Parks/Open Space

Property Owner Signature(required)	Date:	Applicant Signature	Date:
[signature]	2/8/16	[signature]	2/8/16

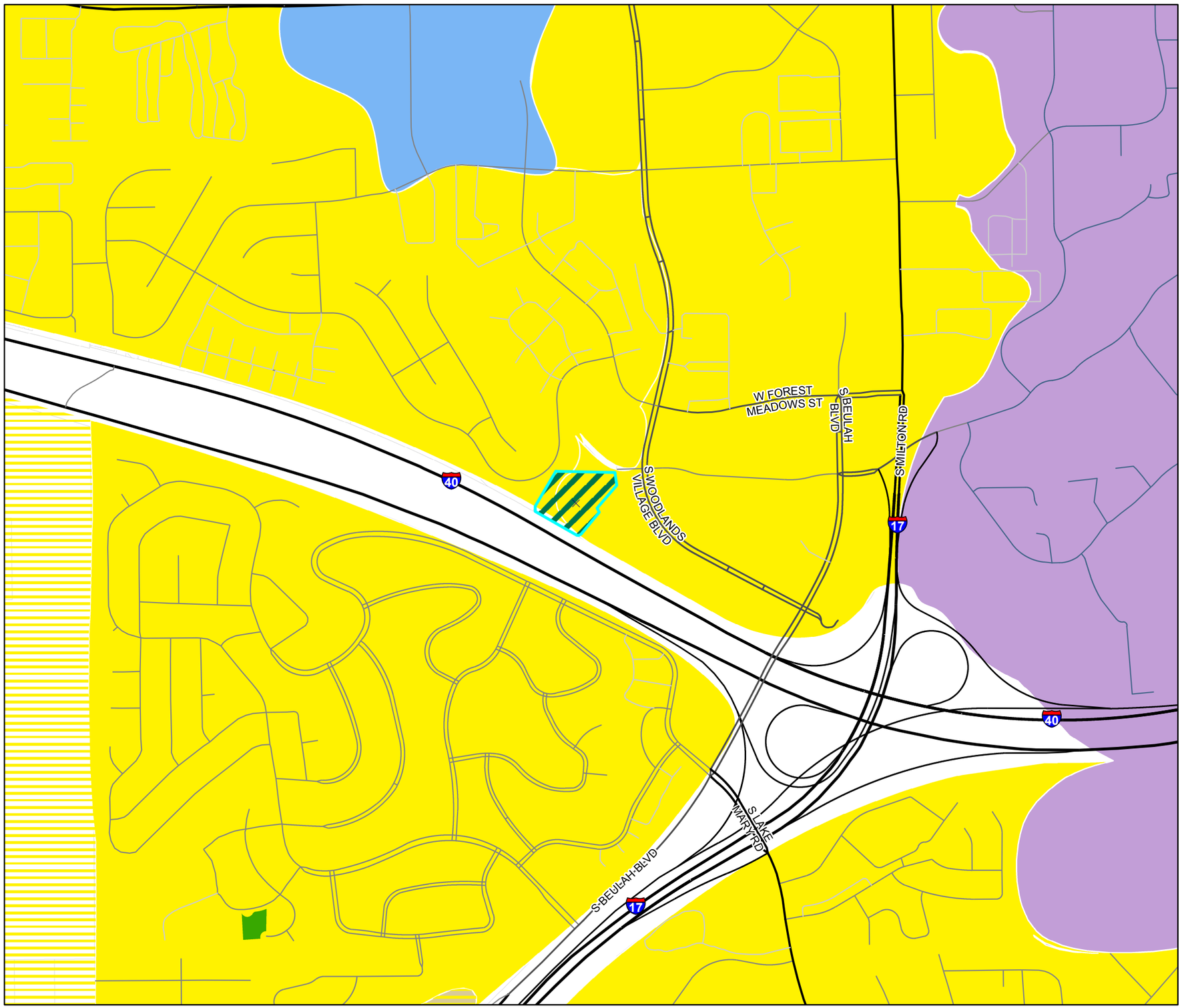
For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Tiffany	Dave	Kent	Jim	Chris

Highland Avenue Open Space Minor Plan Amendment



Legend

- Parks/Open Space
- Proposed Parks/Open Space
- Proposed City Limit

Growth Illustration Area Types- Future

Vision Area Types

- Rural - Future
- Suburban - Future
- Urban - Future
- Industrial / Business Park - Special District

Growth Illustration Area Types- Existing

Vision Area Types

- Existing Entitlements Retained
- Industrial / Business Park - Existing
- Rural - Existing
- Special District
- Suburban - Existing
- Urban - Existing
- City Limits Cartegraphic
- FMPO Boundary

Parcels

- Parcels

N

0 0.05 0.1 0.2 0.3 0.4 Miles

The Future Growth Illustration defines the geographic locations of area types and place types. It shows the spatial relationship of existing and future development and is intended to be used in conjunction with the Natural Environment Maps (Maps 6-8) and the Road Network Map (Map 25). This Illustration should not be relied upon to determine where specific land uses are allowed; that information is found in City Code Title 10 (Zoning Code) and the Zoning Map. In case of any conflict between the Future Growth Illustration and the Regional Plan's goals and policies, the goals and policies will prevail.

Date Saved: 2/11/2016 10:16:08 AM Author: Sara Dechter

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on February 24, 2016, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on March 22, 2016, at 6:00 p.m. to consider a Zoning Map amendment request.

A. Explanation of Matters to be Considered:

1. A proposed Regional Plan Amendment to change the area type designation from Existing Suburban to Park/Open Space on Maps 21 and 22 of the Flagstaff Regional Plan.

2. A proposed Zoning Map Amendment to rezone the property from Highway Commercial (HC) to Public Facility (PF).

The site is currently undeveloped, located on Highland Ave on two parcels totaling 5.31 acres. The site location is described in Part B below and is highlighted on the map.

B. General Description of the Affected Area:

Approximately 5.31 acres, Coconino County Assessor's Parcel Numbers 112-29-021G and 112-29-021F; within Section 10, Township 21 North, Range 7 East , of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

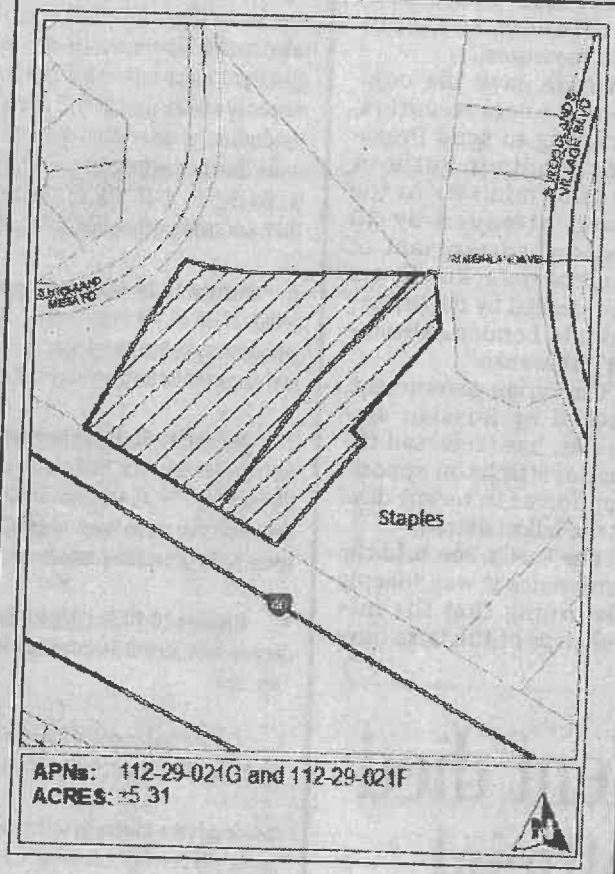
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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

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

PROPOSED REGIONAL PLAN AMENDMENT
Map 21 and 22 area type change from Existing Suburban to Park/Open Space

PROPOSED ZONING MAP AMENDMENT
From Highway Commercial (HC) Zone to Public Facility (PF) Zone



FOR FURTHER INFORMATION CONTACT

Jennifer Mikelson
Associate Planner
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2615
jmikelson@flagstaffaz.gov

Publish: February 5, 2016

RESOLUTION NO. 2016-11

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 TO CHANGE THE AREA TYPE DESIGNATION OF APPROXIMATELY 5.31 ACRES OF REAL PROPERTY ON MAPS 21 AND 22 GENERALLY LOCATED AT THE END OF HIGHLAND AVENUE WEST OF WOODLANDS VILLAGE BOULEVARD FROM FUTURE SUBURBAN AREA TYPE TO PARK/OPEN SPACE AREA TYPE; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff Regional Plan 2030 (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on January 14, 2014 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 20, 2014; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedure for minor amendments; and

WHEREAS, pursuant to section § 9-461.06, Arizona Revised Statutes, and the Regional Plan, the City has consulted with, advised, and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment on February 24, 2016, and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment on March 22, 2016, and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the *Arizona Daily Sun*, a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to amend the Regional Plan to change the area type designation of approximately 5.31 acres of real property on Maps 21 and 22 generally located at the end of Highland Avenue west of Woodlands Village Boulevard from Existing Suburban area type to Park/Open Space area type.

ENACTMENTS:

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

SECTION 1. That the Flagstaff Regional Plan 2030 is hereby amended to change the area type designation of approximately 5.31 acres of real property on Maps 21 and 22 generally

located at the end of Highland Avenue west of Woodlands Village Boulevard, as more particularly depicted in **Exhibit "A" (Future Growth Illustration – Proposed),** from Existing Suburban area type to Park/Open Space area type.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. 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 5th day of April, 2016.

MAYOR

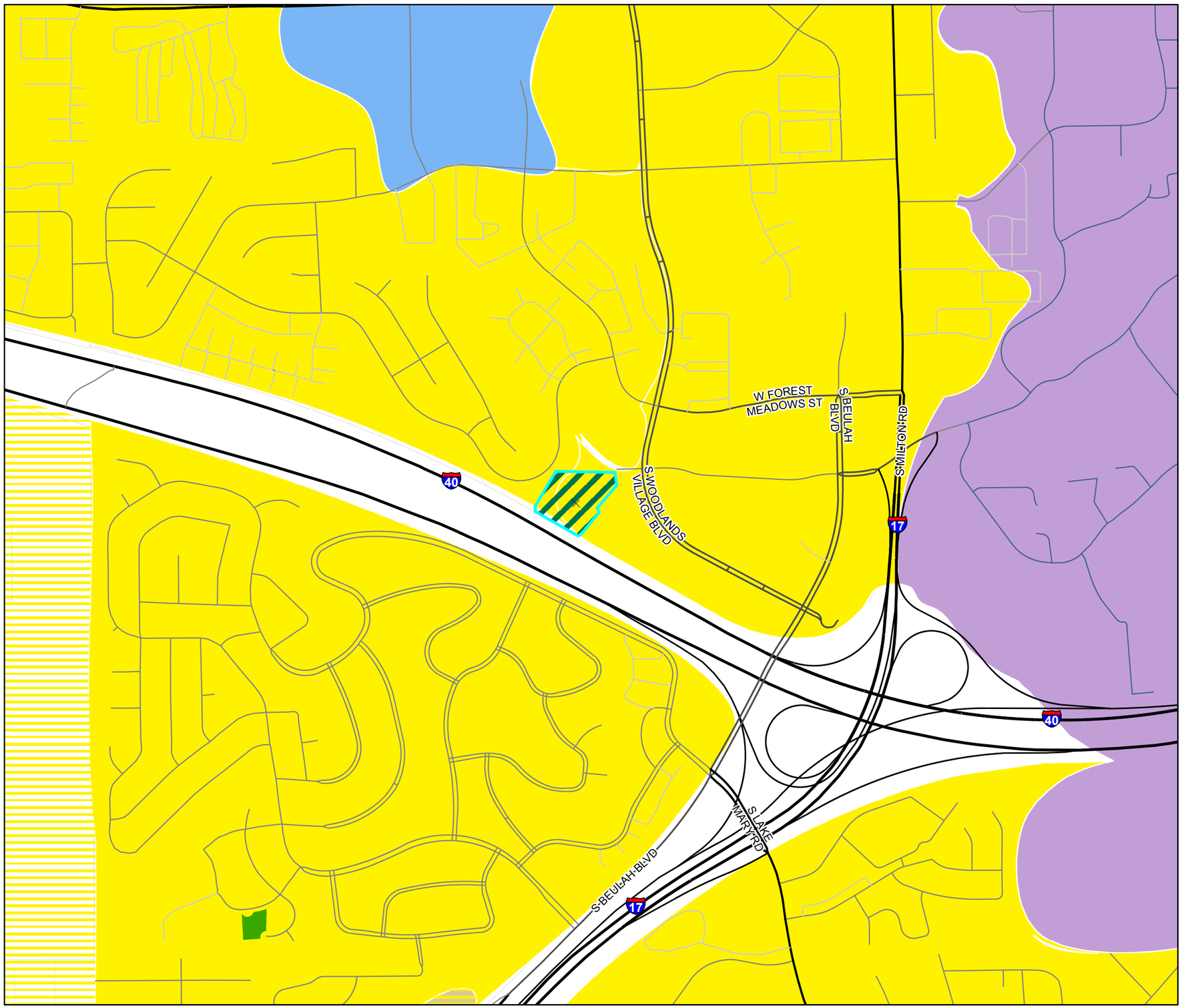
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Highland Avenue Open Space Minor Plan Amendment



Legend

- Parks/Open Space
- Proposed Parks/Open Space
- Proposed City Limit

Growth Illustration Area Types- Future

Vision Area Types

- Rural - Future
- Suburban - Future
- Urban - Future
- Industrial / Business Park - Special District

Growth Illustration Area Types- Existing

Vision Area Types

- Existing Entitlements Retained
- Industrial / Business Park - Existing
- Rural - Existing
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- Urban - Existing
- City Limits Cartegraphic
- FMPO Boundary

Parcels

- Parcels

N

0 0.05 0.1 0.2 0.3 0.4 Miles

The Future Growth Illustration defines the geographic locations of area types and place types. It shows the spatial relationship of existing and future development and is intended to be used in conjunction with the Natural Environment Maps (Maps 6-8) and the Road Network Map (Map 25). This Illustration should not be relied upon to determine where specific land uses are allowed; that information is found in City Code Title 10 (Zoning Code) and the Zoning Map. In case of any conflict between the Future Growth Illustration and the Regional Plan's goals and policies, the goals and policies will prevail.

Date Saved: 2/11/2016 10:16:08 AM Author: Sara Dechter

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jennifer Mikelson, Associate Planner
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-17: An ordinance of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately 5.31 acres of real property located off Highland Avenue from Highway Commercial (HC) to Public Facility (PF). ***(Highland Avenue Zoning Map Amendment)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:
1) Continue the Public Hearing
2) Read Ordinance No. 2016-17 by title only for the first time
3) City Clerk reads Ordinance No. 2016-17 by title only (if approved above)

At the April 19, 2016 Council Meeting:
4) Read Ordinance No. 2016-17 by title only for the final time
5) City Clerk reads Ordinance No. 2016-17 by title only (if approved above)
6) Adopt Ordinance No. 2016-17

Executive Summary:

A Zoning Map Amendment request to rezone approximately 5.31 acres located off Highland Avenue from Highway Commercial (HC) to Public Facility (PF).

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
2) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Has There Been Previous Council Decision on This:

The Public Hearing on this and other ordinances was open at the March 22, 2016, Regular Meeting and due to time constraints was postponed to this meeting.

Options and Alternatives:

Options and Alternatives:
1) Approve the ordinance as proposed
2) Approve the ordinance with conditions
3) Deny the ordinance based on the required findings in Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code

Background/History:

The Applicant, the City of Flagstaff Recreation Department, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 5.31 acres to the Public Facility (PF) zone. The Public Facility (PF) zone is a more appropriate land use designation for the anticipated use as a public neighborhood park. Furthermore, it is the intent of this rezoning case to carry forward a deed restriction placed on the subject properties which states that they shall only be used for "open space and public park purposes."

Key Considerations:

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

Expanded Financial Considerations:

None

Community Benefits and Considerations:

Community benefits and considerations related to this Zoning Map amendment are addressed in the attached Planning and Zoning Commission staff report dated February 19, 2016.

Community Involvement:

All property owners within 600-feet of this site were notified via mail of the zoning map amendment and asked to attend the October 19, 2015 Parks and Recreation Commission meeting. Additionally, a notice was run in the Daily Sun, which discussed the zoning map amendment and identified the Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other City staff present. No members of the public inquired about the rezoning of this property.

Expanded Options and Alternatives:

None

Attachments:

PZ Staff Report
Application
Zoning Map
Public Notice
Exhibit A
Ord. 2016-17

PLANNING AND DEVELOPMENT SERVICES REPORT
ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-15-00140

DATE: February 19, 2016
MEETING DATE: February 24, 2016
REPORT BY: Jennifer Mikelson

REQUEST

A Zoning Map amendment request from the City of Flagstaff Parks and Recreation Department, on behalf of the property owner, City of Flagstaff, to rezone approximately 5.31 acres within Section 10, Township 21 North, Range 7 East, from the Highway Commercial (HC) zone to the Public Facility (PF) zone.

STAFF RECOMMENDATION

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

PRESENT LAND USE

The site is currently undeveloped, located off Highland Avenue on two parcels totaling 5.31 acres.

PROPOSED LAND USE

It is anticipated that the site may become a neighborhood park servicing Boulder Point and other west Flagstaff neighborhoods depending upon available funding.

NEIGHBORHOOD DEVELOPMENT

North: Vacant / Mountain Trail Apartments; Medium Density Residential (MR) / Highway Commercial (HC) zones
East: Commercial shopping center; Highway Commercial (HC) zone
South: Interstate 40
West: Vacant; Medium Density Residential (MR) zone

REQUIRED FINDINGS

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

FINDINGS FOR REVIEWING PROPOSED AMENDMENTS. All proposed amendments shall be evaluated as to whether the application is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan; and the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle

access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

STAFF REVIEW

Introduction/Background

The Applicant, the City of Flagstaff Recreation Department, on behalf of the property owner, the City of Flagstaff, is requesting a Zoning Map amendment to rezone approximately 5.31 acres to the Public Facility (PF) zone. The Public Facility (PF) zone is a more appropriate land use designation for the anticipated use as a public neighborhood park. Furthermore, it is the intent of this rezoning case to carry forward a deed restriction placed on the subject properties which states that they shall only be used for "open space and public park purposes."

Proposed Development Concept Plans

No immediate change of use is anticipated on the subject property.

General Plan – Flagstaff Regional Plan 2030

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

The application of the Public Facility (PF) zone implements the above noted goal of the FRP30 by enhancing recreation opportunities for residents within city limits. Applying the Public Facility (PF) zone to the site properly designates it for future use as a city park.

Zoning – City of Flagstaff Zoning Code

The Public Facility (PF) zone applies to public and quasi-public lands within the city. The intent of the Public Facility (PF) zone is intended to preserve and encourage the establishment of public lands and to provide an area within the City for active and passive recreation uses, parks, public open space, governmental buildings and facilities, schools and school grounds, quasi-public buildings and facilities, and related uses.

PUBLIC SYSTEMS IMPACT ANALYSIS

Traffic and Access: No analysis was required.

Water and Wastewater: No analysis was required.

Stormwater: No stormwater improvements have been required.

Parks and Recreation: No analysis was required.

OTHER REQUIREMENTS

Resources: The subject property is located within the Resource Protection Overlay (RPO) zone.

Citizen Participation: All property owners within 600-feet of this site were notified via mail of the zoning map amendment and asked to attend the October 19, 2015 Parks and Recreation Commission meeting. Additionally, a notice was run in the Daily Sun, which discussed the zoning map amendment and identified the Parks and Recreation Commission meeting as a venue for discussion. The Commission did not meet quorum for their advertised meeting, but a public meeting for the rezoning was still held with the applicant and other City staff present. No members of the public inquired about the rezoning of this property.

DISCUSSION

The application of the Public Facility (PF) zone to the subject property removes the possibility of any future commercial development of the site. With the Public Facility (PF) designation, the property will be appropriately zoned to serve as a public recreational facility for the surrounding neighborhood, as stated in the property deed.

RECOMMENDATION

Staff believes that the proposed Zoning Map amendment has been justified and would recommend in favor of amending the Zoning Map for 5.31 acres to the Public Facility (PF) zone.

ATTACHMENTS

- Zoning Map Amendment Application
- Current City of Flagstaff Zoning Map
- Public Hearing Legal Advertisements

Highland Ave

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

PREZ/PGM

RECEIVED

Application for Zoning Map Amendment and/or Minor Regional Plan Amendment

File Number: P2-15-00140 / P2-15-00140-01

Date Received	
12/29/15	

Property Owner(s)	Title	Phone	Email
City of Flagstaff			
Mailing Address		**City, State, Zip**	
211 W. Aspen Ave		Flagstaff, AZ. 86001	
Applicant(s)	**Title**	**Phone**	**Email**
—	—	—	—
Mailing Address		**City, State, Zip**	
—		—	
Project Representative)	**Title**	**Phone**	**Email**
Steve Zimmerman	Parks Mgr.	928-213-2192	szimmerman@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W. Aspen Ave		Flagstaff, AZ 86001	

Requested Review: ☒ Zoning Map Amendment ☒ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
N/A	112-29-021G 112-29-021F	Woodlands Village Unit 3
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
(RPO) Highway Commercial (HC)	Public Facility (PF)	Suburban
Existing Use	**Proposed Use**	
Vacant	Park/Open Space	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
N/A	Parks/Open Space

Property Owner Signature(required)	Date:	Applicant Signature	Date:
[signature]	2/8/16	[signature]	2/8/16

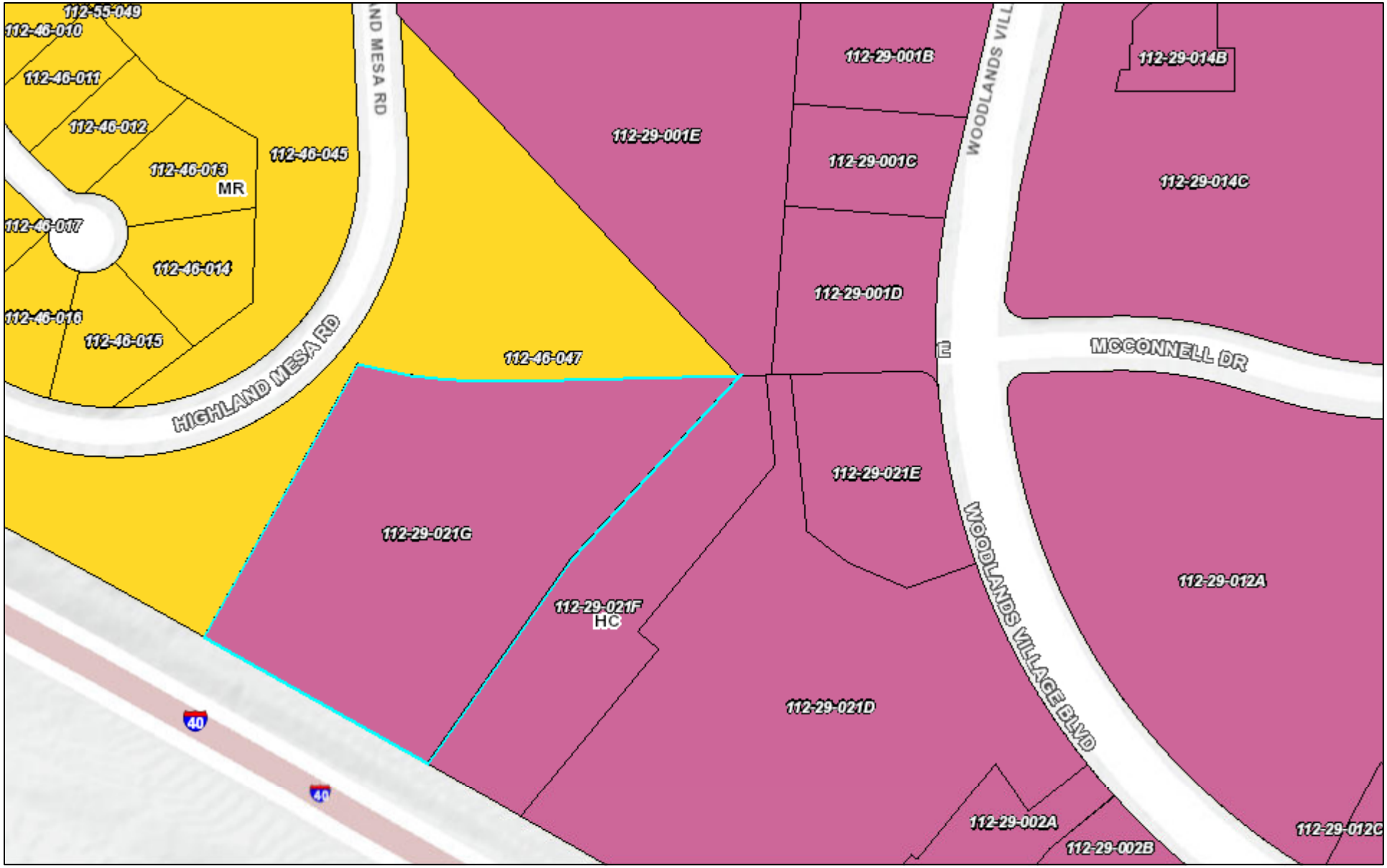
For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater
	Tiffany	Dave	Kent	Jim	Chris

City of Flagstaff - Zoning Map



February 16, 2016

Parcels

1:2,000

0 0.015 0.03 0.06 mi

0 0.0275 0.055 0.11 km

COF GIS

Web AppBuilder for ArcGIS

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Approximately 5.31 acres, Coconino County Assessor's Parcel Numbers 112-29-021G and 112-29-021F; within Section 10, Township 21 North, Range 7 East , of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

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

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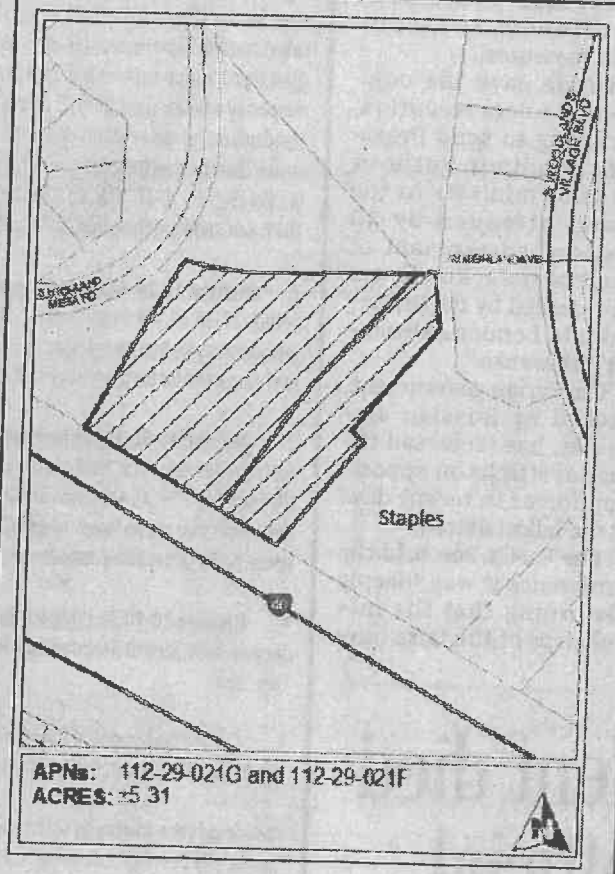
PROPOSED REGIONAL PLAN AMENDMENT
Map 21 and 22 area type change from Existing Suburban to Park/Open Space

PROPOSED ZONING MAP AMENDMENT
From Highway Commercial (HC) Zone to Public Facility (PF) Zone



FOR FURTHER INFORMATION CONTACT

Jennifer Mikelson
Associate Planner
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2615
jmikelson@flagstaffaz.gov

Publish: February 5, 2016

Exhibit A

PARCEL NO. 1: (112-29-021G

An irregular shaped parcel of land located in the Northeast quarter of Section 29, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of that parcel of land describes as Tract A, WOODLANDS VILLAGE UNIT THREE, recorded in Case 4, Map 131 (R1) records of Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of Tract A;

Thence South 60°29'22" East (R) a distance of 310.00 feet along the South line of said Tract A;

Thence North 34°°59'03" East, a distance of 302.66 feet;

Thence North 42°°33'32"East, a distance of 300.03 feet to the North line of said Tract A;

Thence South 88°35'55" West (Basis of Bearings) , a distance of 282.11 feet along the North line of said Tract A to the beginning of a curve to the right with a radius of 628.00 feet and a central angle of 16°28'13";

Thence South 29°17'42" West, a distance of 379.28 feet along the West line of said Tract A to the Point of Beginning.

PARCEL NO. 2: (112-29-021F)

A parcel of land, situated in Section 29, Township 22 North, Range 7 East, of the Gila and Salt River Base and Meridian+, Coconino County, Arizona, being a part of Tract A. WOODLANDS VILLAGE UNIT THREE, as shown on the plat thereof recorded in Case 4, Maps 131-131B, more particularly as follows:

BEGINNING at the West corner of said Tract A;

Thence North 29°17°42" East, along the Westerly line of said Tract A, a distance of 379.28 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 628.00 feet, which bears North 15°04'08" East;

Thence Northeasterly, along said curve, through a central angle of 16°28'13", a distance of 180.52 feet;

Thence North 88°35'55"East, a distance of 314.77 feet;

Thence South 05°54'05"East, a distance of 108.98 feet;

Thence South 39°27'45"West, a distance of 261.42 feet;

Thence South 50°32'15"East, a distance of 33.00 feet;

Thence South 39°27'45"West, a distance of 262.28 feet to a point on the South line of said Woodland Village Unit Three and the North right-of-way line of said Interstate 40;

Thence North 60°29'22"West, a distance of 439.77 feet to the Point of Beginning.

EXCEPTING THEREFROM any portion lying within the following described property:

An irregular shaped parcel of land located in the Northeast quarter of Section 29, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of that parcel of land describes as Tract A, WOODLANDS VILLAGE UNIT THREE, recorded in Case 4, Map 131 (R1) records of Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of Tract A;

Thence South 60°29'22" East (R) a distance of 310.00 feet along the South line of said Tract A;

Thence North 34°°59'03" East, a distance of 302.66 feet;

Thence North 42°°33'32"East, a distance of 300.03 feet to the North line of said Tract A;

Thence South 88°35'55" West (Basis of Bearings) , a distance of 282.11 feet along the North line of said Tract A to the beginning of a curve to the right with a radius of 628.00 feet and a central angle of 16°28'13";

Thence South 29°17'42" West, a distance of 379.28 feet along the West line of said Tract A to the Point of Beginning.

ORDINANCE NO. 2016-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 5.31 ACRES OF REAL PROPERTY LOCATED AT THE END OF HIGHLAND AVENUE WEST OF WOODLANDS VILLAGE BOULEVARD, FROM HIGHWAY COMMERCIAL (HC) TO PUBLIC FACILITY (PF); PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, The City of Flagstaff (the "Applicant"), applied for a Zoning Map Amendment to rezone approximately 5.31 acres of land located at the end of Highland Avenue west of Woodlands Village Boulevard, Coconino County, Arizona, a legal description of which is provided in Exhibit "A" attached hereto ("the Property"), in order to construct a park or open space area.

WHEREAS, in furtherance of the Applicant's reasons for the rezone, the Applicant has applied to the City of Flagstaff to amend the zoning of the Property from Highway Commercial (HC) to Public Facility (PF) for approximately 5.31 acres; and

WHEREAS, the Applicant conducted a neighborhood meeting on October 19, 2015, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the present Zoning Map Amendment application following proper notice and a public hearing on February 24, 2016, and has recommended approval of the requested zoning application,; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the staff has recommended approval of the Zoning Map Amendment application; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant during the presentation to Council, and the Council finds that the proposed Zoning Map Amendment, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience or welfare of the City and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Highway Commercial (HC) zone to the Public Facility (PF) zone for approximately 5.31 acres, as depicted in Exhibit "B", through the approval of the application and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 6. The City is specifically relying on all assertions made by the Applicant, or the applicant's representatives, whether authorized or not, made at the public hearing on the zone change application unless the assertions were withdrawn on the record. Those assertions are hereby incorporated into this ordinance.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION 9. 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 10. 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 19th day of April, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit “A”

Legal Description of Property

Exhibit A

PARCEL NO. 1: (112-29-021G

An irregular shaped parcel of land located in the Northeast quarter of Section 29, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of that parcel of land describes as Tract A, WOODLANDS VILLAGE UNIT THREE, recorded in Case 4, Map 131 (R1) records of Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of Tract A;

Thence South 60°29'22" East (R) a distance of 310.00 feet along the South line of said Tract A;

Thence North 34°°59'03" East, a distance of 302.66 feet;

Thence North 42°°33'32"East, a distance of 300.03 feet to the North line of said Tract A;

Thence South 88°35'55" West (Basis of Bearings) , a distance of 282.11 feet along the North line of said Tract A to the beginning of a curve to the right with a radius of 628.00 feet and a central angle of 16°28'13";

Thence South 29°17'42" West, a distance of 379.28 feet along the West line of said Tract A to the Point of Beginning.

PARCEL NO. 2: (112-29-021F)

A parcel of land, situated in Section 29, Township 22 North, Range 7 East, of the Gila and Salt River Base and Meridian+, Coconino County, Arizona, being a part of Tract A. WOODLANDS VILLAGE UNIT THREE, as shown on the plat thereof recorded in Case 4, Maps 131-131B, more particularly as follows:

BEGINNING at the West corner of said Tract A;

Thence North 29°17°42" East, along the Westerly line of said Tract A, a distance of 379.28 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 628.00 feet, which bears North 15°04'08" East;

Thence Northeasterly, along said curve, through a central angle of 16°28'13", a distance of 180.52 feet;

Thence North 88°35'55"East, a distance of 314.77 feet;

Thence South 05°54'05"East, a distance of 108.98 feet;

Thence South 39°27'45"West, a distance of 261.42 feet;

Thence South 50°32'15"East, a distance of 33.00 feet;

Thence South 39°27'45"West, a distance of 262.28 feet to a point on the South line of said Woodland Village Unit Three and the North right-of-way line of said Interstate 40;

Thence North 60°29'22"West, a distance of 439.77 feet to the Point of Beginning.

EXCEPTING THEREFROM any portion lying within the following described property:

An irregular shaped parcel of land located in the Northeast quarter of Section 29, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of that parcel of land describes as Tract A, WOODLANDS VILLAGE UNIT THREE, recorded in Case 4, Map 131 (R1) records of Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of Tract A;

Thence South 60°29'22" East (R) a distance of 310.00 feet along the South line of said Tract A;

Thence North 34°°59'03" East, a distance of 302.66 feet;

Thence North 42°°33'32"East, a distance of 300.03 feet to the North line of said Tract A;

Thence South 88°35'55" West (Basis of Bearings) , a distance of 282.11 feet along the North line of said Tract A to the beginning of a curve to the right with a radius of 628.00 feet and a central angle of 16°28'13";

Thence South 29°17'42" West, a distance of 379.28 feet along the West line of said Tract A to the Point of Beginning.

Exhibit “B”

Legal Description of New Zoning

Exhibit A

PARCEL NO. 1: (112-29-021G

An irregular shaped parcel of land located in the Northeast quarter of Section 29, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of that parcel of land describes as Tract A, WOODLANDS VILLAGE UNIT THREE, recorded in Case 4, Map 131 (R1) records of Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of Tract A;

Thence South 60°29'22" East (R) a distance of 310.00 feet along the South line of said Tract A;

Thence North 34°°59'03" East, a distance of 302.66 feet;

Thence North 42°°33'32"East, a distance of 300.03 feet to the North line of said Tract A;

Thence South 88°35'55" West (Basis of Bearings) , a distance of 282.11 feet along the North line of said Tract A to the beginning of a curve to the right with a radius of 628.00 feet and a central angle of 16°28'13";

Thence South 29°17'42" West, a distance of 379.28 feet along the West line of said Tract A to the Point of Beginning.

PARCEL NO. 2: (112-29-021F)

A parcel of land, situated in Section 29, Township 22 North, Range 7 East, of the Gila and Salt River Base and Meridian+, Coconino County, Arizona, being a part of Tract A. WOODLANDS VILLAGE UNIT THREE, as shown on the plat thereof recorded in Case 4, Maps 131-131B, more particularly as follows:

BEGINNING at the West corner of said Tract A;

Thence North 29°17°42" East, along the Westerly line of said Tract A, a distance of 379.28 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 628.00 feet, which bears North 15°04'08" East;

Thence Northeasterly, along said curve, through a central angle of 16°28'13", a distance of 180.52 feet;

Thence North 88°35'55"East, a distance of 314.77 feet;

Thence South 05°54'05"East, a distance of 108.98 feet;

Thence South 39°27'45"West, a distance of 261.42 feet;

Thence South 50°32'15"East, a distance of 33.00 feet;

Thence South 39°27'45"West, a distance of 262.28 feet to a point on the South line of said Woodland Village Unit Three and the North right-of-way line of said Interstate 40;

Thence North 60°29'22"West, a distance of 439.77 feet to the Point of Beginning.

EXCEPTING THEREFROM any portion lying within the following described property:

An irregular shaped parcel of land located in the Northeast quarter of Section 29, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of that parcel of land describes as Tract A, WOODLANDS VILLAGE UNIT THREE, recorded in Case 4, Map 131 (R1) records of Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of Tract A;

Thence South 60°29'22" East (R) a distance of 310.00 feet along the South line of said Tract A;

Thence North 34°°59'03" East, a distance of 302.66 feet;

Thence North 42°°33'32"East, a distance of 300.03 feet to the North line of said Tract A;

Thence South 88°35'55" West (Basis of Bearings) , a distance of 282.11 feet along the North line of said Tract A to the beginning of a curve to the right with a radius of 628.00 feet and a central angle of 16°28'13";

Thence South 29°17'42" West, a distance of 379.28 feet along the West line of said Tract A to the Point of Beginning.

14. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brian Kulina, Planning Development Manager
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Public Hearing, Consideration, and Possible Adoption of Ordinance No. 2016-24: 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 Statues, by annexing certain land totaling approximately 0.81 acres located in Section 7, Township 21 North, Range 8 East, which land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing City zoning for said land as Rural Residential (RR) for 0.81 acres, providing for severability, authority for clerical corrections, and establishing an effective date. ***(Marquardt Annexation - Mountain Meadow Drive)***

RECOMMENDED ACTION:

At the April 5, 2016 Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2016-24 by title only for the first time
3) City Clerk reads Ordinance No. 2016-24 by title only (if approved above)

At the April 19, 2016 Council Meeting:

4) Read Ordinance No. 2016-24 by title only for the final time
5) City Clerk reads Ordinance No. 2016-24 by title only (if approved above)
6) Adopt Ordinance No. 2016-24

Executive Summary:

An annexation request to obtain sewer service from Andrew and Stefanie Marquardt for the annexation of approximately 0.81 acres, located at 4419 N Mountain Meadow Drive and further described as Coconino County Assessor's Parcel Number 113-20-002, into the corporate limits of the City of Flagstaff and establishing the Rural Residential (RR) zoning district.

Financial Impact:

None

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

1) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans

REGIONAL PLAN:

Policy E&C.5.3 Continue to enforce dark sky ordinances
Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary
Policy LU.7.2. Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate

Has There Been Previous Council Decision on This:

No previous Council discussion or action has occurred regarding the subject property.

Options and Alternatives:

1) Approve the annexation with the conditions as presented by Staff and as recommended by the Planning and Zoning Commission.
2) Approve the annexation with additional conditions, deleted conditions, or modified conditions.
3) Deny the annexation for non-compliance with the Regional Plan, the Zoning Code, and/or Arizona Revised Statutes.

Background/History:

Andrew and Stefanie Marquardt, the property owners of record, are requesting the annexation of approximately 0.81 acres located at 4419 N Mountain Meadow Drive and more accurately described as Coconino County Assessor's Parcel Number 113-20.002. The parcel is located within the Regional Plan Urban Growth Boundary and, upon annexation, will be located within the Rural Residential (RR) zoning district. The subject property is currently developed as a single-family residential dwelling with an accessory dwelling unit. There are no natural resources (rural floodplain, slope, or forest) on-site. For additional information regarding the characteristics of the site and reason for the request, please reference the attached Planning and Zoning Commission Staff Report, Annexation Narrative, and Conceptual Plan.

Community Benefits and Considerations:

This annexation will increase the corporate limits of the City of Flagstaff and eliminate a parcel from a County island.

Community Involvement:

Inform

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any annexation request. In accordance with Arizona Revised Statute and City Code, notice of the public hearing must be provided by placing an ad in a newspaper of general circulation within the City, posting at least three (3) notices on the property subject to the proposed annexation, and mailing a notice to all property owners within 300-feet of the property subject to the proposed annexation. All notifications must be completed at least 15-days prior to the first schedule public hearing. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are

attached to this report.

As of this writing, staff has received no comments from interested parties regarding the proposed annexation.

Attachments:

Ord. 2016-24
Annexation Petition, Legal Description, Affidavit
Planning Commission Staff Report
Annexation Narrative
Zoning Map
Concept Plan

ORDINANCE NO. 2016-24

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 0.81 ACRES LOCATED IN SECTION 7, TOWNSHIP 21 NORTH, RANGE 8 EAST, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS RURAL RESIDENTIAL (RR) FOR 0.81 ACRES; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, petitioner owns parcel APN 113-20-002 located in Section 7, Township 21 North, Range 8 East, consisting of a total of 0.81 acres of land located within Coconino County, Arizona, as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A, attached to and made a part hereof; and

WHEREAS, a petition in writing, attached at Exhibit B, ("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 Exhibit A; and

WHEREAS, Petition sets 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 the 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 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 Regional Plan 2030 ratified May 20, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that the annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

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

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

See attached Exhibit A, which are incorporated herein by this reference.

SECTION 2. That the territory described in Exhibit A 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. The entirety of APN 113-20-002 will be located within the Rural Residential (RR) zoning district.
2. All annexed parcels shall be placed in the City of Flagstaff Lighting Zone 3 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 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 7. 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 8. This Ordinance shall become effective thirty (30) days after adoption by the Flagstaff City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, Arizona, this ___ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A
Legal Description and Legal Map

Exhibit B
Annexation Petition

Official Records of Coconino County 3746127
Patty Hansen - Recorder 03/09/2016 12:35 PM Pgs: 4
CITY OF FLAGSTAFF AN $7.00

For pickup by City of Flagstaff
Attn: Brian Kulina

ANNEXATION PETITION

Reference No.: PZ-15-00116 Address: 4419 N Mountain Meadow Drive

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA:

1. I, (We), the undersigned, owner(s) of the real and personal property, more specifically described in Exhibit(s) attached hereto and incorporated herein by reference, hereby request that the City of Flagstaff annex said property. This request is made pursuant to A.R.S. 9-471 et. seq.
2. Property owner(s) to sign petition thirty (30) days after and within one year of the above-indicated recorded date.

DATE	SIGNATURE OF OWNER	ADDRESS	ASSESSORS PARCEL NUMBER
		4991 E Snowshoe Way Flagstaff, AZ 86004	113-20-002

3. The City Council may determine the exact boundary of said territory to be annexed; provided, however, the said annexation area lies wholly within the above described area and, provided further, that the provisions of Section 9-471, A.R.S. are fully observed and complied with.

Northland Exploration Surveys, Inc.

Exhibit "A"

Legal Description:

That parcel recorded in Instrument #3430909(R1), records of Coconino county, situated in the Northwest Quarter of Section 7, Township 21 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows;

FROM the West 1/16th corner of Sections 6 and 7, said point being a found Aluminum cap 4321, thence N 60°40'39" E (Basis of Bearings per City of Flagstaff Low Distortion Projection), for a distance of 30.67 feet to a found 1 inch pipe, said point being erroneously set and accepted as the West 1/16th corner of said Sections 6 and 7 before 1966;

thence S 00°00'15"W along the erroneous West 1/16th line for a distance of 82.64 feet [South, 82.6'(R1)], said point being a found 1 inch pipe, said point also being **THE TRUE POINT OF BEGINNING;**

thence S 89°32'38" E for a distance of 200.24 feet [East, 200.7'(R1)], to a found 1inch pipe, said point being on the West Right-of-Way of North Mountain Meadow Drive;

thence S 00°14'29" E along said West Right-of-Way for a distance of 174.55 feet [South, 175'(R1)]to a set Aluminum Cap 14671;

thence N 89°39'50" W for a distance of 200.99 feet [West, 200.7'(R1), to a set Aluminum Cap 14671, said point being on the erroneous West 1/16th line;

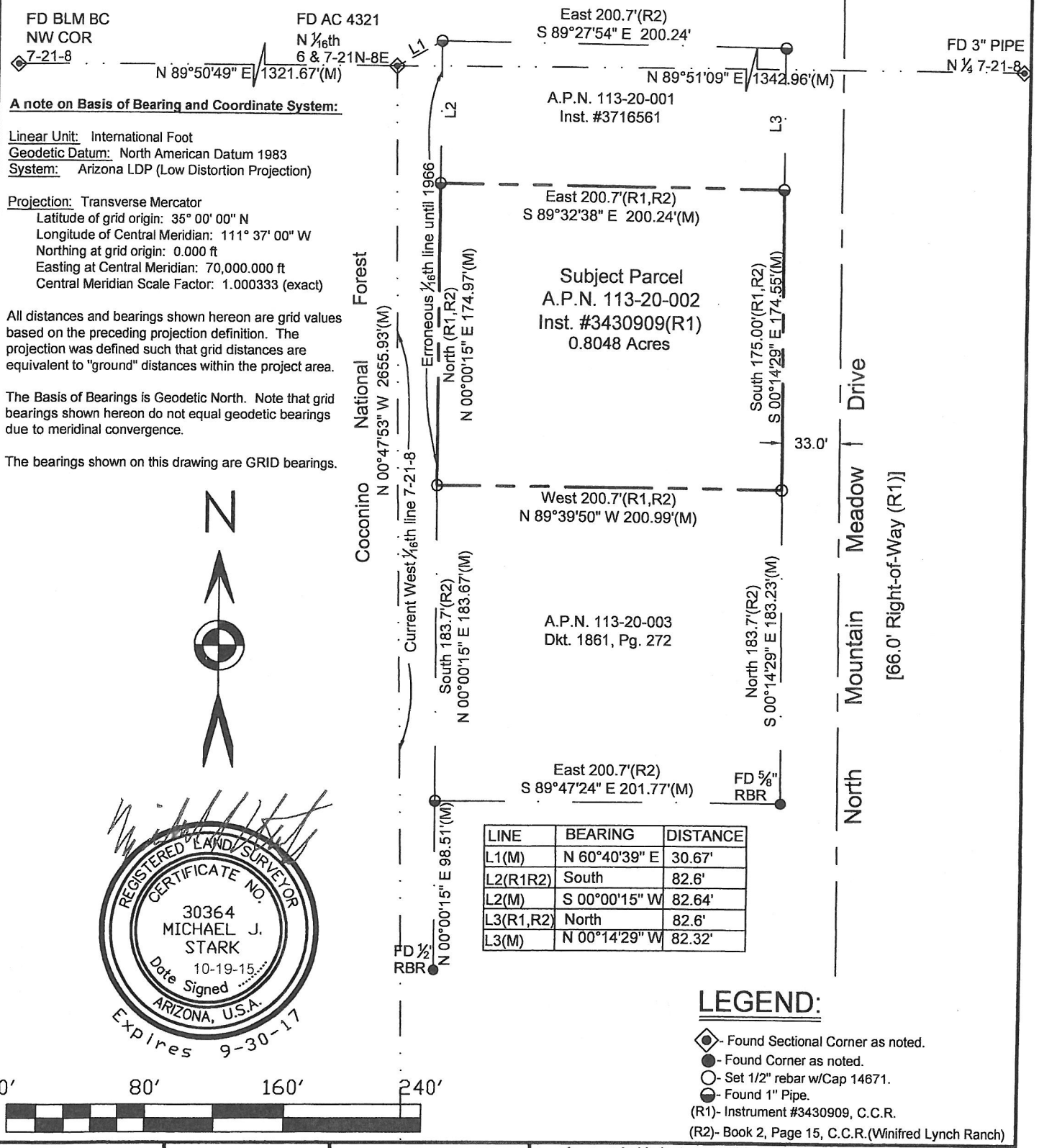
thence N 00°00'15" E along the erroneous West 1/16th line for a distance of 174.97 feet [North, 175'(R1)] to **THE TRUE POINT OF BEGINNING;**

said parcel contains 0.8048 acres, more of less, including any easements of record over the above described parcel of land, as depicted on **Exhibit "A-1"** which is made a part of the document by this reference hereon.

Expires 9-30-2017

P.O. Box 1401 / Flagstaff, Arizona 86002 / (928) 774-5058

Exhibit "A-1"



A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35° 00' 00" N
Longitude of Central Meridian: 111° 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North. Note that grid bearings shown hereon do not equal geodetic bearings due to meridinal convergence.

The bearings shown on this drawing are GRID bearings.

LINE	BEARING	DISTANCE
L1(M)	N 60°40'39" E	30.67'
L2(R1R2)	South	82.6'
L2(M)	S 00°00'15" W	82.64'
L3(R1,R2)	North	82.6'
L3(M)	N 00°14'29" W	82.32'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
30364
MICHAEL J.
STARK
10-19-15
Date Signed
ARIZONA, U.S.A.
Expires 9-30-17

LEGEND:

- Found Sectional Corner as noted.
- Found Corner as noted.
- Set 1/2" rebar w/Cap 14671.
- Found 1" Pipe.

(R1)- Instrument #3430909, C.C.R.
(R2)- Book 2, Page 15, C.C.R.(Winifred Lynch Ranch)

Scale: 1"=80.0'	Date: 10-19-15	Job No. 15-081	As recorded in Instrument # 3430909, records of Coconino county, situated in the Northeast 1/4 of the Northwest 1/4 of Section 7, Township 21 North, Range 8 East, Gila and Salt River Meridian, Coconino County, Arizona.

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

NORTHLAND EXPLORATION SURVEYS, INC.

AFFIDAVIT REGARDING ANNEXATION

Brian J Kulina, upon oath, deposes and says as follows:

1. I make this affidavit of my own personal knowledge.
2. I am a duly appointed Planning Development Manger of the City of Flagstaff, Arizona and I am qualified to make this affidavit on behalf of and for the City.
3. I have made a diligent search of the records of the Office of the Clerk of the City of Flagstaff and of the Office of the Coconino County Recorder for any annexation filing which might involve territory sought to be annexed in the City Annexation Petition, which is filed herewith, with exhibits, in the Office of the Coconino County Recorder.
4. I hereby affirm, pursuant to A.R.S. Section 9-471 (A)(6), that no part of the territory for which the attached Annexation Petition is filed is already subject to an earlier filing for annexation.

FURTHER AFFIANT SAYETH NOT.

Brian J Kulina, Planning Development Manager

03/09/2016
Date

STATE OF ARIZONA)
) ss
County of Coconino)

On this 9th day of March, 2016, before me, a Notary Public, personally appeared Brian J Kulina, Planning Development Manager for the City of Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

Notary Public

My Commission Expires:

OFFICIAL SEAL
JASON COOK
NOTARY PUBLIC – STATE OF ARIZONA
COCONINO COUNTY
My commission expires Aug. 08, 2018.

PLANNING AND DEVELOPMENT SERVICES REPORT
ANNEXATION

PUBLIC HEARING **DATE: March 4, 2016**
PZ-15-00116 **MEETING DATE: March 9, 2016**
REPORT BY: Brian J Kulina, AICP

REQUEST:

A request from Andrew and Stefanie Marquardt for the annexation of approximately 0.81 acres located at 4419 N Mountain Meadow Drive and further described as Coconino County Assessor's Parcel Number 113-20-002.

STAFF RECOMMENDATION:

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

PRESENT LAND USE:

Single-family residential with accessory dwelling unit.

PROPOSED LAND USE:

A concept plan, a copy of which is attached to this report, was been prepared in conjunction with the requested annexation and identifies the continued use of the subject property as single-family residential with an accessory dwelling unit. Upon annexation, the subject property will be within the Rural Residential (RR) zoning district.

NEIGHBORHOOD DEVELOPMENT:

	Current Use	City of Flagstaff Zoning	Coconino County Zoning
On-site	Single-Family Residential	--	Agricultural Residential (AR)
North	Single-Family Residential	Rural Residential (RR)	--
East	Single-Family Residential	Manufactured Housing (MH)	--
South	Single-Family Residential	--	Agricultural Residential (AR)
West	Coconino National Forest	Rural Residential (RR) Public Lands Forest (PLF)	Open Space and Conservation (OS)

REQUIRED FINDINGS:

Requests for annexations shall be found to be in compliance with Section 9-471 of the Arizona Revised Statues, the applicable goals and policies of the General Plan (*Flagstaff Regional Plan 2030*), and Section 10-20.90 of the Zoning Code.

STAFF REVIEW:

Introduction/Background

Andrew and Stefanie Marquardt, the property owners of record, are requesting the annexation of approximately 0.81 acres located at 4419 N Mountain Meadow Drive and more accurately described as Coconino County Assessor's Parcel Number

113-20.002. The parcel is located with the Regional Plan Urban Growth Boundary and, upon annexation, will be located within the Rural Residential (RR) zoning district. The subject property is currently developed as a single-family residential dwelling with an accessory dwelling unit. There are no natural resources (rural floodplain, slope, or forest) on-site. For additional information regarding the characteristics of the site and reason for the request, please reference the attached Annexation Narrative and Conceptual Site Plan.

Arizona Revised Statues

Section 9-471 of the Arizona Revised Statues allows for the annexation of properties into the corporate limits of the City provided the proposed annexation area is contiguous to an incorporated area and that the City adopt a zoning classification for the annexed property that permits densities and intensities no greater than those permitted by the County immediately before the annexation. The subject property is currently zoned Agricultural Residential (AR) in the County. The County AR zone is intended to designate areas of the County for low-density residential use on minimum lot sizes of one (1) acre where those light agricultural activities can be conducted that are related to rural family living and pursuits. The most comparable City zone in terms of permitted uses, densities, and intensities is the Rural Residential (RR) zone, which applies to areas of the City appropriate for both housing and limited agricultural uses that preserve the area's rural character and is comprised predominately of large lot single-family development. The Rural Residential (RR) zoning district if further considered equivalent to the Agricultural Residential (AR) zoning district in that the Rural Residential (RR) zone provides for the development of one (1) acre parcels, when public utilities and streets are provided, which will occur after annexation, and balances permitted agricultural uses with residential uses. Additionally, the subject property is located within County Lighting Zone III. Upon annexation, the subject property will be placed within City Lighting Zone 3.

General Plan – Flagstaff Regional Plan 2030

The Flagstaff Regional Plan 2030 (the "Regional Plan") identifies the Subject Property as having a land use designation of Suburban. Upon annexation, the proposed zoning of Rural Residential (RR) will be in conformance with the existing land use designation. Further, the City's basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City.

Applicable General Plan Goals and Policies
Staff has the following Regional Plan Goals and Policies could be applied to the review of the proposed annexation:

Policy E&C.5.3 Continue to enforce dark sky ordinances.
Policy WR.4.3 Development requiring public utility services will be located within the Urban Growth Boundary.
Policy LU.7.2 Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.

Goal/Policy Analysis

Upon annexation, the subject property will be located within City Lighting Zone 3. All development, including the replacement of existing on-site light fixtures and/or the addition of new on-site light fixtures, must comply with the lighting standards as outline in Section 10-50.70 of the Zoning Code (Page 50.70-1). Adherence to the established outdoor lighting standards ensures compliance with the Regional Plan. The subject property is located within the Urban Growth Boundary as defined by the Regional Plan. Water and sewer infrastructure necessary to serve the subject property is located within the adjacent Right-of-Way and is adequate to serve the existing uses on-site. The subject property meets all statutory requirements for annexation (i.e. location, dimension, contiguity, etc.) and qualifies for annexation with the primary intent being a request for connection to the existing public water and sewer infrastructure.

Zoning – City of Flagstaff Zoning Code

Upon annexation, the subject property will be located within the Rural Residential (RR) zoning district. The existing use of the subject property, single-family residential with an accessory dwelling unit, is a permitted use within the RR zone. Further development of the subject property shall comply with the Rural Residential (RR) zoning district development standards as established in Section 10-40.30.030.C of the Zoning Code (Page 40.30-8): However, the existing lot size, at 0.81 acres, and the existing placement of the buildings on-site do not conform to the established development standards of the Zoning Code. The lot and structures currently do not comply with the County Agricultural Residential (AR) development standards. As such, the lot and structures will be deemed legal non-conforming and shall be subject to the nonconformity provisions of Section 10-20.60 of the Zoning Code (Page 20.60-1)

PUBLIC SYSTEMS IMPACT ANALYSIS:

Traffic and Access

The subject property is bound on the east by Mountain Meadow Drive, which provides vehicular, bicycle, and pedestrian access to the site. No improvements within the Right-of-Way are proposed with this annexation. Any future development may require the review and approval of a Traffic Impact Analysis (TIA) to determine the impacts of development on the transportation system and potential mitigation measures to offset said impacts.

Water and Wastewater

A Water and Sewer Impact Analysis was not required for the proposed annexation. Capacity in the existing infrastructure, which includes 8-inch water and sewer lines in Mountain Meadow Drive, was review by the City Utilities Department and was deemed sufficient to serve the existing us of the subject property. No improvement to the water and sewer infrastructure is required at this time. Upon annexation, the property owner will connect to all public utilities.

Stormwater

A Drainage Impact Analysis was not required for the proposed annexation. Any future development of the subject property shall be subject to the City's Low Impact Design standards.

Fire Protection

The closest fire station to the subject property is Fire Station No. 3, which is located approximately 1.2 miles away at 4500 E Nestle Purina Avenue.

Parks and Recreation

The closest City-owned park to the subject property is Mobile Haven Park located approximately 0.2 miles away. While the subject property is current located within a unincorporated portion of the City, the park is open and accessible to all residents. The proposed annexation will not adversely impact the City's recreational infrastructure.

OTHER REQUIREMENTS:

Resources

The subject property is less than one (1) acre in size and is not identified by the Regional Plan as a site of concentrated natural resources. As such, the subject property is not proposed to be included within the Resource Protection Overlay

(RPO) zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2).

Citizen Participation

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any annexation request. In accordance with Arizona Revised Statute and City Code, notice of the public hearing must be provided by placing an ad in a newspaper of general circulation within the City, posting at least three (3) notices on the property subject to the proposed annexation, and mailing a notice to all property owners within 300-feet of the property subject to the proposed annexation. All notifications must be completed at least 15-days prior to the first schedule public hearing. A copy of the publication notice, pictures of the postings, a mailing list, and a copy of the mailing notice are attached to this report.

As of this writing, staff has received no comments from interested parties regarding the proposed annexation.

RECOMMENDATION:

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

ATTACHMENTS:

- Annexation Application
- Annexation Narrative
- Legal Description and Map
- Vicinity Map
- Public Hearing Legal Advertisements
  - Coconino County Assessor's Parcel map
  - Posting, Publication, and Mailing
- Conceptual Site Plan

30, October 2015

ANNEXATION NARRATIVE
4419 NORTH MOUNTAIN MEADOW DRIVE
FLAGSTAFF, AZ 86004

To Whom It May Concern:

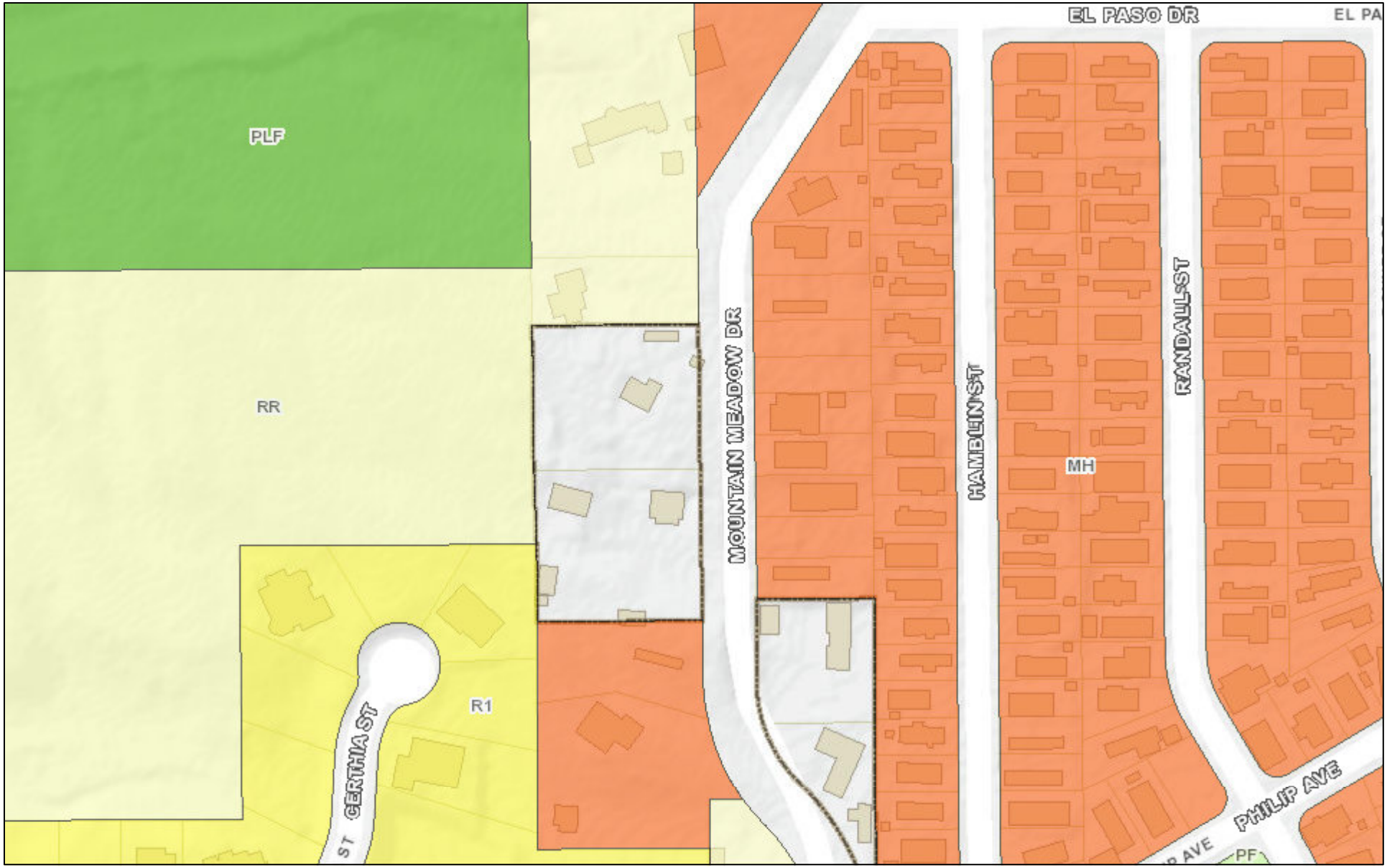
The reason we wish to annex the property at 4419 North Mountain Meadow Drive is to be able to modernize the sewer and upgrade from onsite wastewater treatment to a sewer connection. Granting the Annexation Request will allow us to execute this modernization. We also currently pay a separate bill annually for Flagstaff City Fire Protection, annexation will allow us to simply pay the assessed property taxes and receive this service directly.

The property was the residence of a gentleman named H. Stuart Houston for many years before we purchased it from his estate in 2007. It is our understanding that the Houstons moved away from Flagstaff to this location in about 1957. For reasons known to them, Mr. and Mrs. Houston did not allow their property to be annexed during their lifetimes. It is our intention to preserve the external characteristics of the homes and modernize the overall layout there. This involves ending the "isolation" of being a county island and joining the city.

Respectfully submitted,

Andrew & Stefanie Marquardt
4991 East Snowshoe Way
Flagstaff, AZ 86004
928 526 8285
928 301 3508

PZ-15-00116 Marquardt Annexation



March 9, 2016

1:2,000

0 0.015 0.03 0.06 mi

0 0.0275 0.055 0.11 km

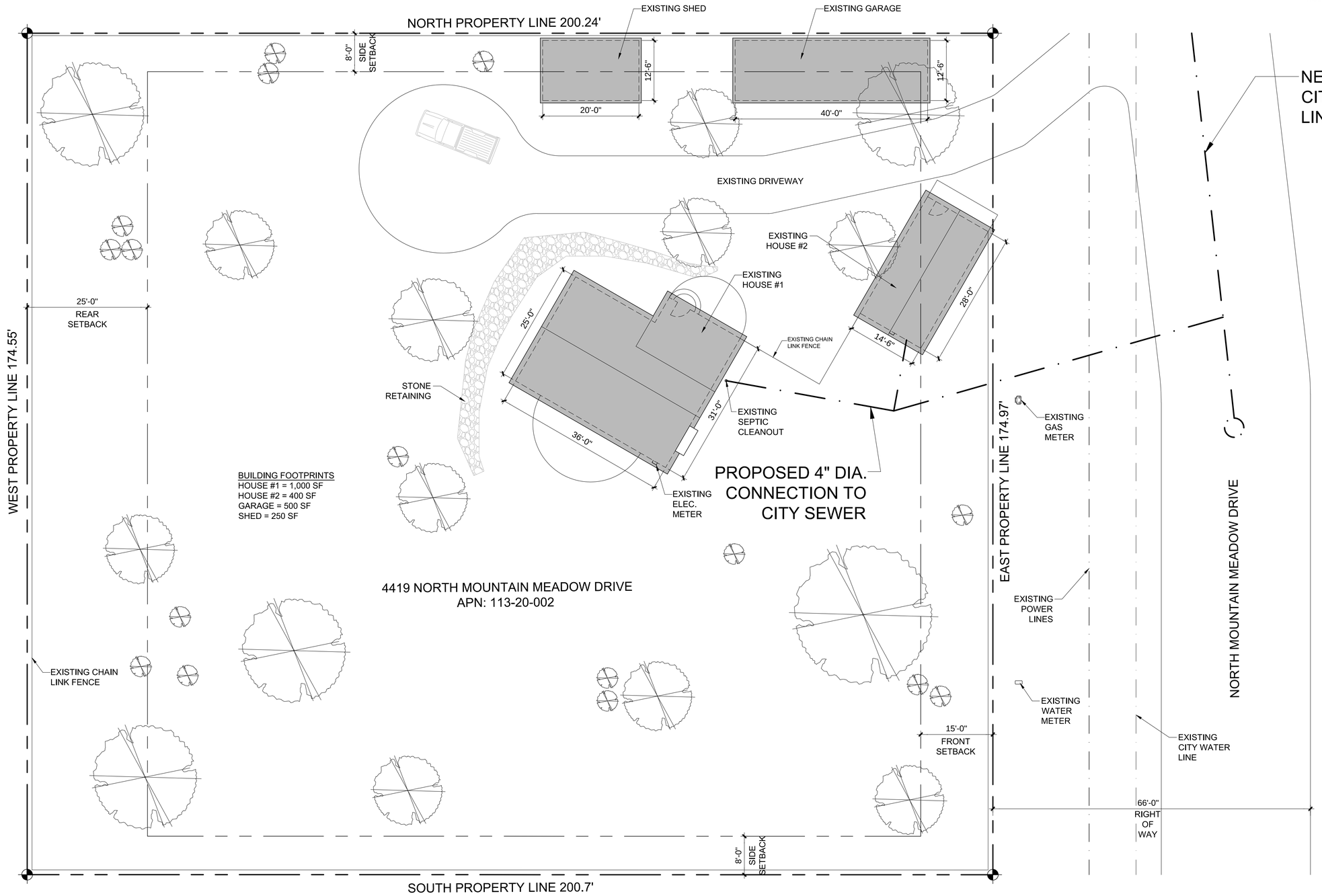
COF GIS

Web AppBuilder for ArcGIS
COF GIS |

CONCEPT PLAN:
NEW RESIDENTIAL CONNECTION TO CITY SEWER

4419 NORTH MOUNTAIN MEADOW DRIVE
APN: 113-20-002

PROPERTY OWNER
ANDREW & STEFANIE MARQUARDT
4991 EAST SNOWSHOE WAY
FLAGSTAFF, AZ 86004



1. SITE PLAN
SCALE: 1" = 10'-0"

UPDESIGN studio
ARCHITECTURE
FLAGSTAFF, ARIZONA
UP-DESIGNSTUDIO.COM

520-780-8746
UPDESIGNSOLUTIONS@GMAIL.COM

304 S. ELDEN STREET
FLAGSTAFF, ARIZONA 86001

REGISTERED ARCHITECT
54419
ANNE MEAD SOPER
ARIZONA, U.S.A.
EXPIRES 01 / 22 / 2016

JOB NO. 15-031

NO.	DESCRIPTION	DATE
1	CONCEPT PLAN	12-15-15

MARQUARDT PROPERTY
4419 NORTH MOUNTAIN MEADOW DRIVE
APN: 113-20-002

SHEET TITLE:
SITE PLAN

A0.0

14. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Ryan Roberts, Utilities Engineering Manager
Co-Submitter:	Brad Hill
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE:

Public Hearing, Consideration and Possible Adoption of Ordinance No. 2016-23: An ordinance of the Flagstaff City Council amending Title 7, *Health and Sanitation*, and Title 12, *Floodplain*, of the Flagstaff City Code, by amending Chapters 7-02-001-0039, *Sewer Use Charges, Capacity Charges*; 7-03-001-0010, *Water Rates*; and 7-03-001-0011, *Water Main Capacity Charges; 7-03-001-0014 Water Conservation and Chapter 12-02-002-0003, Schedule of Stormwater Management Utility Service Charges and Fees, thereof.* ***(Ordinance increasing certain utility rates, charges and fees)***

RECOMMENDED ACTION:

At the April 5, 2016, Council Meeting

1) Continue Public Hearing
2) Read Ordinance No. 2016-23 by title only for the first time
3) City Clerks reads Ordinance No. 2016-23 by title only (if approved above)

At the April 19, 2016, Council Meeting

4) Read Ordinance No. 2016-23 by title only for the final time
5) City Clerk reads Ordinance No. 2016-23 by title only (if approved above)
6) Adopt Ordinance No. 2016-23

Executive Summary:

This action adopts an ordinance increasing water, sewer and stormwater user and service fees, and water and sewer capacity fees. A summary of the changes follows;

- Water, Sewer and Stormwater user fees are increased over five years in order to adequately fund operations, maintenance, debt repayment and replacement projects contained in ten year capital improvement program per Council direction.
- Water and Sewer capacity fees are updated as recommended per Council direction.

Financial Impact:

The City desires rates and fees that fully fund operations, maintenance and future capital costs for water and wastewater treatment; distribution and collection systems, and stormwater infrastructure. The city is facing several challenges to continuing its high quality operations. Utility revenues are not keeping pace with increasing operation, maintenance and capital costs.

Water, Sewer and Stormwater user fees will be phased in over a five year period. The new rates would take effect on July 1, 2016 and the next increase on January 1, 2017 and then each January 1st through the year 2020.

The water and sewer capacity fees reflect the value of extra capacity in the systems and the anticipated cost of the new facilities that will be attributed to growth over the next ten years. The increased sewer capacity fees will add to the cost of development.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

Ensure Flagstaff has a long-term water supply for current and future needs

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:

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

Policy LU.1.5 Maintain and upgrade existing infrastructure and invest in infrastructure to make redevelopment and infill an attractive and more financially viable development option.

Has There Been Previous Council Decision on This:

Yes, on August 25, 2015 Council adopted a Notice of Intent to consider increasing water, sewer, reclaimed water and stormwater rates. On February 17, 2016, Council gave direction on the rate changes as proposed herein.

Options and Alternatives:

An alternative would be to choose not to implement any rate modifications. The ramification of such action would be to reduce capital improvement projects contained within the ten year capital improvement program. This action would delay needed capital pipe replacement projects which increases maintenance costs for existing piping and limits infill development within the exiting infrastructure as well as necessary treatment plant maintenance and upgrades.

Background/History:

The City retained Willdan Financial Services (Willdan) to prepare a long term financial plan and rate and fee study for each utility fund (water, wastewater, reclaimed water and stormwater) to ensure the Utilities Division has sufficient revenue to meet their operational, capital and debt service obligations and that rates are set proportionate to the costs of providing utility service to each customer class. As a part of this rate study, the consultant, facilitated dialog with the City's Water Commission and City staff at several Commission meetings over a period of seven months. During these meetings, the Commission made recommendations to be incorporated into the study where appropriate. The final draft report documents the findings, analyses and recommendations of the comprehensive rate and fee study effort.

The results of the rate and fee study were then posted on the City website and presented by staff to numerous civic, neighborhood, business and manufacturing groups involving a variety of customers during numerous meetings and public presentations. The Water Commission final rate recommendations have been incorporated into the proposed rate and capacity fee modifications included in the final rate and fee study. The rate recommendations have been available online since July 16, 2015 and are on file with the City Clerk effective August 1, 2015. They will have been available for review and comment for more than 180 days prior to the ordinance consideration.

There was extensive public outreach conducted prior to the first public hearing held on October 6, 2015. City Council continued the public hearing on October 13, 2015, October 20, 2015, November 17, 2015 and February 17, 2016. Proposed changes to reclaimed rates were discussed but are not included herein. Proposed changes to reclaimed rates, if any, will be brought forward to Council at a future date.

Key Considerations:

Several objectives were identified during the rate study to guide decisions regarding the proposed financial plans and rate structures. The major objectives of the study were;

- Utility rates an fees should generate sufficient revenue to meet operating and maintenance costs, capital program requirements, debt service obligations and maintain reserves consistent with sound financial management practices.
- Utility rates should be set proportionate to the cost of providing utility service to each customer class to promote fairness and equity.
- A financial plan that minimizes future rate and fee impacts on existing and new customers
- A financial plan that follows the water policies and goals established by City Council on April 1, 2014

In reviewing the above objectives it should be noted that the City has limited control over external forces such as growth, consumer behavior and system usage. Recognizing these factors, we believe the recommendations in this study provide a fair, reasonable and balance set of proposed rates and fees for the City that meets these key objectives.

Community Benefits and Considerations:

Regular rate reviews and modifications are necessary to maintain a stable financial position for the water, wastewater and stormwater utility funds. The goal of the proposed rate increase is to provide for a financially sustainable utility system.

The Community benefits of the proposed rate adjustments include updated water and sewer mains and services, new storm drain facilities to remediate current flooding conditions, and improved solids handling at the wastewater treatment plant facilities.

Community Involvement:

Involve: During the Water Commission review and discussion on the rate study, local members of the community were very involved in the rate making process. The public and members of the commission asked questions, requested information, requested modification to rate structures, discussed impacts of Commission decisions.

Inform: City staff has met with the numerous customer groups,across all customer classes to discuss and inform the public on proposed rates and fees adjustments to water, sewer and stormwater. Below is a summary of our public outreach efforts to inform the public.

- The Water Commission held meetings to discus the rates and capacity fees on 1/15/15, 2/19/15, 4/16/15, 5/21/15, 6/18/15, 7/16/15.
- The Water Commission considered numerous options prior to making their final recommendations to Council in July 16,2015.
- A public notice was advertised on 6/2/2015 in the Arizona Daily Sun notifying all customers of the Water Commission meeting
- The Water Commission held an informational Public Hearing meeting on 7/16/2015 This meeting is videotaped and is available on the City website.
- Letters were sent to the city's top 20 water users notifying them of the proposed rate modifications on 7/21/2015
- Staff met with Northern Arizona University and the largest 15 customers on 7/30/2015 to discuss the increased water and sewer fees and the projected impacts to their businesses.
- Staff met with the Chamber of Commerce on 9/16/2015 to discuss the increased water, sewer and stormwater user fees and the impacts to local business community.
- Staff met with the Northern Arizona Homebuilders Association and Northern Arizona Realtors on 9/9/2015 to discuss the increase in water, sewer and stormwater fees as well as the proposed capacity fee increases and the impacts to the local home builders.
- Staff met with Civic groups (Lions Club, Liberty), ASCE, Sierra Club and various neighborhood associations in the South Side and Sunnyside areas to discuss the need for rehabilitation and replacement the City's water, sewer and stormwater infrastructure in their neighborhoods. We discussed the need for financial sustainability of the utility system and the results of the Rate study.
- The pubic hearing, along with the Resolution of Intent adopted by the City Council, was advertised in the Arizona Daily Sun 8/1/2015 and 8/8/2015.
- A public announcement was made on local radio stations during the months of July, August and September 2015.
- The public hearing was advertised and held at the 10/6/2015 Council Meeting.

Attachments: Exhibit 2 - Water/Sewer Code Changes
Exhibit 3 - Stormwater Code Changes
Ord. 2016-23
Powerpoint

2016 AMENDMENTS TO FLAGSTAFF CITY CODE
TITLE 7, CHAPTERS 7-02 AND 7-03, HEALTH AND SANITATION,
TO UPDATE SYSTEM CAPACITY FEES AND SERVICE FEES"

Title 7

HEALTH AND SANITATION

CHAPTERS:

7-01 GRAFFITI ABATEMENT
7-02 WASTEWATER REGULATIONS
7-03 CITY WATER SYSTEM REGULATIONS
7-04 MUNICIPAL REFUSE COLLECTION SERVICE
7-05 SMOKEFREE AIR
7-06 REPEALED
7-07 SOLID FUEL BURNING DEVICES
7-08 EXTENSION AND REIMBURSEMENT AGREEMENTS FOR THE CONSTRUCTION OF WATER AND SEWER LINES
7-09 TOBACCO PRODUCTS

CHAPTER 7-02

WASTEWATER REGULATIONS

SECTIONS:

7-02-001-0001 DIVISION CREATED:
7-02-001-0002 APPOINTMENT OF DIRECTOR OF UTILITIES:
7-02-001-0003 PURPOSE AND POLICY
7-02-001-0004 DEFINITIONS:
7-02-001-0005 INTERFERENCE WITH THE UTILITIES DIVISION; DIGGING UP STREETS WITHOUT A PERMIT; TAMPERING WITH EQUIPMENT PROHIBITED:
7-02-001-0006 ALLOCATION OF RESPONSIBILITY FOR CLEANING, REPAIR AND REPLACEMENT OF BUILDING SEWERS AND CONNECTIONS:
7-02-001-0007 UNSANITARY DISPOSAL OF EXCREMENT PROHIBITED:
7-02-001-0008 TREATMENT OF POLLUTED WASTES REQUIRED:
7-02-001-0009 PROHIBITED SUBSTANCES:
7-02-001-0010 STANDARDS FOR DISCHARGE:
7-02-001-0011 INDUSTRIAL CLASSIFICATION:
7-02-001-0012 INDUSTRIAL SELF-MONITORING:
7-02-001-0013 REPORTING REQUIREMENTS:
7-02-001-0014 SIGNATORY REQUIREMENTS:
7-02-001-0015 CONFIDENTIALITY OF BUSINESS INFORMATION:
7-02-001-0016 INTERCEPTORS; TYPE, CAPACITY, LOCATION, MAINTENANCE:
7-02-001-0017 CONTROL MANHOLES:
7-02-001-0018 RIGHT OF ENTRY FOR INSPECTIONS AND MONITORING:
7-02-001-0019 PROVISION OF FALSE INFORMATION:
7-02-001-0020 PUBLIC NOTIFICATION, DEFINITION OF SIGNIFICANT VIOLATION:
7-02-001-0021 PROCEDURES FOR ENFORCEMENT:
7-02-001-0022 PUBLIC RECLAIMED WASTEWATER PIPELINE AND SEWER EXTENSIONS; APPROVAL BY CITY ENGINEER:
7-02-001-0023 CONSTRUCTION AND OWNERSHIP OF PUBLIC RECLAIMED WASTEWATER PIPELINES, PUBLIC SEWER LINES AND OTHER EQUIPMENT MAINTAINED BY UTILITIES DIVISION:
7-02-001-0024 PUBLIC RECLAIMED WATER PIPELINE EXTENSION AND CONVERSION POLICY FOR REUSERS:
7-02-001-0025 MAIN SEWER EXTENSION POLICY FOR AREAS BEYOND PRESENT CITY TRUNK LINES:
7-02-001-0026 PRIVATE SEWERAGE SYSTEMS; CONSTRUCTION AND MAINTENANCE WITHIN THE CITY PROHIBITED GENERALLY:
7-02-001-0027 PRIVATE SEWERAGE SYSTEMS; WHEN PERMITTED, TO BE CONSTRUCTED AND MAINTAINED IN SANITARY MANNER:
7-02-001-0028 PRIVATE SEWERAGE SYSTEMS; DISCONTINUANCE:
7-02-001-0029 PRIVATE SEWERAGE SYSTEMS; AUTHORITY OF DIRECTOR OF HEALTH DEPARTMENT:
7-02-001-0030 PERMIT REQUIRED:
7-02-001-0031 APPLICATION FOR BUILDING CONNECTION:
7-02-001-0032 DIRECTOR OF UTILITIES TO APPROVE DESIGN NUMBER, LOCATION, SIZE AND CONSTRUCTION OF BUILDING CONNECTIONS:
7-02-001-0033 SPECIAL PROVISIONS FOR INSTALLING BUILDING CONNECTIONS IN NEW SUBDIVISIONS AND DEVELOPMENTS:
7-02-001-0034 RECORDS TO BE KEPT BY ENGINEERING SECTION:
7-02-001-0035 SEWER TAP FEE:
7-02-001-0036 SEWER USER CHARGES:
7-02-001-0037 THE COLLECTION OF USERS CHARGES SHALL BE UNDER THE DIRECTION OF THE CITY'S FINANCE DIRECTOR:

7-02-001-0038 RATE ESTABLISHMENT AND REVIEW PROCEDURE:
7-02-001-0039 SEWER USE CHARGES, CAPACITY CHARGES:
7-02-001-0040 SEPTIC TANK AND SCAVENGER WASTE HAULERS:
7-02-001-0041 SEWER RATES TO BE ADDED TO WATER BILLS:
7-02-001-0042 WHEN BILLS PAYABLE; DISCONNECTION OF SERVICE FOR FAILURE TO PAY; RECONNECTION FEE:
7-02-001-0043 DETERMINATION OF WASTEWATER QUANTITY AND BILLINGS: NONRESIDENTIAL:
7-02-001-0044 RESERVED FOR FUTURE USE:
7-02-001-0045 PAYMENT OF BILLS AND CHARGES:
7-02-001-0046 NOTICE PRIOR TO DISCONNECT:
7-02-001-0047 SERVICE CONNECTIONS:
7-02-001-0048 RESERVED FOR FUTURE USE:
7-02-001-0049 PERMITS REQUIRED FOR INDUSTRIAL USERS:
7-02-001-0050 INDUSTRIAL USER PERMITS:
7-02-001-0051 PERMITTEE REQUIREMENTS:
7-02-001-0052 RESERVED FOR FUTURE USE:
7-02-001-0053 RESERVED FOR FUTURE USE:
7-02-001-0054 RESERVED FOR FUTURE USE:
7-02-001-0055 RESERVED FOR FUTURE USE:
7-02-001-0056 RESERVED FOR FUTURE USE:
7-02-001-0057 RESERVED FOR FUTURE USE:
7-02-001-0058 RESERVED FOR FUTURE USE:
7-02-001-0059 SERVICE OUTSIDE CITY LIMITS:
7-02-001-0060 RESPONSIBILITY FOR ENFORCEMENT:
7-02-001-0061 DISCONNECTION OF SERVICE:
7-02-001-0062 RESERVED FOR FUTURE USE:
7-02-001-0063 INTENT OF CHAPTER:

7-02-001-0039 SEWER USE CHARGES, CAPACITY CHARGES:
The sewer user charges to be charged by the Finance Section to all users and to all others that have reasonable access to sewer mains is presented in the following schedule:

The City Council may adjust these rate schedules as they deem necessary.

A. Sewer User Charges:

MONTHLY RATE PER 1,000 GALLONS OF WATER CONSUMPTION

The following monthly service rate shall be charged for customers receiving City of Flagstaff sewer service inside the limits of the City of Flagstaff: Sewer chargers are based water consumption. Flat rate charge (dollars/1,000 gallons) for residential based on winter quarter average water use. Other customer classes based on actual water use (dollars/1,000 gallons).

Sewer only service customers will be charged a monthly service fee and sewer usage charge based on estimated water consumption as approved by the Utilities Director. If the Director determines that adequate water meter information is not available for billing a residential customer as described above, then the customer will be charged the average monthly billing for that user class.

	Monthly Rate				
Customer Classes	**7/1/116**	**1/1/127**	**1/1/138**	**1/1/149**	**1/1/1520**
Residential:					
Single-family	$4.073.08	$4.363.59	$4.673.69	$5.003.80	$5.353.80
Multiple and mobile home (per unit)	$4.073.08	$4.363.59	$4.673.69	$5.003.80	$5.353.80

	Monthly Rate				
Customer Classes	**7/1/1~~16~~**	**1/1/12~~7~~**	**1/1/13~~8~~**	**1/1/14~~9~~**	**1/1/~~15~~20**
Non-Residential:					
Car Washes	$4.09~~3.06~~	$4.38~~3.56~~	$4.69~~3.70~~	$5.02~~3.82~~	$5.38~~3.82~~
Laundromats	$4.20~~3.14~~	$4.50~~3.65~~	$4.82~~3.80~~	$5.16~~3.91~~	$5.53~~3.92~~
Commercial	$4.31~~3.22~~	$4.62~~3.75~~	$4.95~~3.90~~	$5.30~~4.01~~	$5.68~~4.02~~
Hotels, motels	$5.76~~4.32~~	$6.17~~5.03~~	$6.61~~5.21~~	$7.08~~5.37~~	$7.58~~5.38~~
Restaurants	$6.92~~5.20~~	$7.41~~6.05~~	$7.93~~6.27~~	$8.49~~6.45~~	$9.09~~6.46~~
Industrial Laundries	$6.36~~4.77~~	$6.81~~5.55~~	$7.29~~5.76~~	$7.81~~5.93~~	$8.36~~5.94~~
Manufacturing Plants	$4.63~~3.46~~	$4.96~~4.02~~	$5.31~~4.18~~	$5.69~~4.31~~	$6.09~~4.32~~
Pet Food Manufacturers	$10.15~~7.64~~	$10.87~~8.89~~	$11.64~~9.19~~	$12.46~~9.47~~	$13.34~~9.48~~
Soft Drink Bottlers	$8.04~~6.05~~	$8.61~~7.04~~	$9.22~~7.29~~	$9.87~~7.50~~	$10.57~~7.51~~
Ice Cream Cone Manufacturers	$12.56~~9.46~~	$13.44~~11.02~~	$14.39~~11.38~~	$15.40~~11.72~~	$16.48~~11.73~~
Northern Arizona University	$3.73~~2.79~~	$4.00~~3.24~~	$4.28~~3.37~~	$4.58~~3.48~~	$4.91~~3.48~~
Waste haulers (charge per 1,000 gallons)	80.00				
Restaurant grease (charge per 100 gallons)	11.00				
Other treatment plant sludge (charge per 100 gallons)	8.00				
Mud sump waste (charge per 100 gallons)	25.00				
Waste material delivered to the treatment plant at times other than 8:00 AM to 4:00 PM weekends or holidays shall be assessed an after hours fee of:	35.00				
Sewer surcharges:					
Biochemical Oxygen Demand - per pound concentrations over 300 milligrams per liter	$.2703				
Suspended solids - per pound for concentrations over 350 milligrams per liter	$.1343				

If a customer's discharge exceeds the BOD and TSS limit already included in the monthly rate calculation for that customer class listed above, then sewer surcharges may be added as a condition to the customer user permit, compliance agreement or administrative order.

BOD and TSS included in monthly rates for specific customer classes are as follows:

Customer Class	BOD mg/l	TSS mg/l
Car Washes	20	150
Laundromats	150	110
Commercial	200	175
Manufacturing	200	175
Pet Food Manufacturers	1800	1100
Soft Drink Bottlers	1800	400

Customer Class	BOD mg/l	TSS mg/l
Ice Cream Cone Manufacturers	9700	100

All customers served directly by the City and located outside the City limits shall pay at a rate of one hundred ten percent (110%) times the rate for the same classification of service inside the City.

In the case of one meter serving a user that has different classifications of business, the Utilities Director shall be authorized to adjust the rate per one thousand (1,000) gallons based upon the contribution of each classification.

The user shall be determined according to customer class (see rate schedule above). (Ord. 1849, 12/06/94)

B. Capacity Charges

1. A capacity charge, as prescribed below, shall be assessed upon:

a. initial connection to the municipal sewer system, or

b. any subsequent expansion or modification of the user's building or facility which results in an increased contribution to the sewer system from:

(i) for single or multi-family residential users, an increase in the number of residential units, or

(ii) for commercial or industrial users, an increase in the number of fixture units, or

(iii) for industrial users, any change in operations resulting in a 20% or greater increase in billable volume as measured on an annual basis, or

(iv) a change of use of the property whereby an increased volume of discharge to the sewer system occurs. (Ord. 1809, 06/15/93)

c. Size of water meter installed on the property.

d. Each additional water meter added will require additional sewer capacity fees unless specifically designated as a landscape meter.

2. The capacity charges for the various types of users are as follows:

a. Customer (capacity) Charge, dollars

b. Residential

c. Single family residential and townhomes (per unit):

EFFECTIVE 7-1-16~~(effective 1-1-07)~~	~~$2,410~~$3,723
~~(EFFECTIVE 7-1-12~~	~~$3,126~~

c. Multiple residential, condos & mobile home (per unit):

EFFECTIVE 7-1-16~~(effective 1-1-06~~	$3,723~~$2,300~~
~~(EFFECTIVE 1-1-12~~	~~$3,126~~

When a change of use occurs that increases the volume of discharge to the sewer system, regardless of whether a change in ownership has taken place, the capacity charge shall be based on the capacity charge

for the new use less the existing capacity charge rate for the previous use. No refund shall be made in the case of reduced volume of discharge from a change of use. (Ord. 1809, 06/15/93)

Non-residential:

Meter size	~~(effective 1-1-07)~~	~~EFFECTIVE 7/1/12~~	EFFECTIVE 7/1/16
5/8~~"~~" or ~~3/4~~¾~~"~~"	~~$2,410.00~~	~~$3,126.00~~	$3,723
1~~"~~"	~~$4,300.00~~	~~$5,210.00~~	$6,218
1-1/2~~"~~"	~~$8,600.00~~	~~$10,419.00~~	$12,399
2~~"~~"	~~$8.80~~	~~$16,671.00~~	$19,845
3~~"~~"	~~-~~	~~$31,257.00~~	$37,233
4~~"~~"	~~-~~	~~$52,095.00~~	$62,068
6~~"~~"	~~-~~	~~$104,191.00~~	$124,099
8~~"~~"	~~-~~	~~$166,705.00~~	$198,566
10~~"~~"	~~-~~	~~$239,639.00~~	$285,468

*gallon per day of estimated flow

Where the capacity charge is based on volume, said charge will initially be calculated based on an estimate of flowage to be submitted in writing by the customer and agreed upon by the City. The capacity charge will be adjusted based upon the volume of the highest consecutive 12 month period for the 36 months immediately following commencement of service for assessment of an additional capacity charge.

The Division shall review all industrial user accounts on an annual basis and assess an additional capacity charge when the annual average billable volume increased by 20% or more. The charge is calculated at the current volume less previously assessed capacity charge recalculated at then current rates.

Wastewater capacity associated with similar user classes may be transferred from one location to another with the approval of the Division. The location from which the wastewater capacity was transferred shall be without wastewater capacity until a subsequent purchaser of said location establishes a new capacity and fees for the new use. The transferor of the wastewater capacity is required to notify any subsequent purchaser of the property, which no longer has wastewater capacity, that such capacity does not exist. The City shall record an agreement between the transferor and the City with the County Recorder against the property without wastewater capacity rights. The agreement shall reference the legal description of the property without wastewater capacity and clearly indicate that wastewater capacity rights do not exist.

Exemption and Payment of Capacity Charges. Structures with a minimum of stem wall, and first floor existing on December 1, 1979, shall be exempt from the capacity charges. As of that date, the capacity charge is immediately due and payable upon, receipt of an application for connection to the sewerage system.

If connection is made to the sewerage system without appropriate permit, the capacity charge is immediately due and payable upon the earliest date that such permit was required. No connection to the sewerage system shall be made without the proper permit and payment of the capacity charge except as provided below for installment payments. (Ord. 1796, 03/16/93)

CHAPTER 7-03

CITY WATER SYSTEM REGULATIONS

SECTIONS:

7-03-001-0001 APPLICATION FOR CONNECTION
7-03-001-0002 APPLICATION FOR SERVICE
7-03-001-0003 DEPOSIT REQUIRED
7-03-001-0004 CONNECTION FEES
7-03-001-0005 SERVICE CHARGES
7-03-001-0006 AUTHORITY REQUIRED
7-03-001-0007 MALICIOUS DAMAGE
7-03-001-0008 ACCOUNTS PAYABLE
7-03-001-0009 METERS
7-03-001-0010 WATER RATES
7-03-001-0011 WATER MAIN CAPACITY CHARGES
7-03-001-0012 WATER REVENUE FUND
7-03-001-0013 CITY WATER MAIN EXTENSION POLICY
7-03-001-0014 WATER CONSERVATION
7-03-001-0015 CROSS CONNECTION CONTROL
7-03-001-0016 WATER RESOURCE DEVELOPMENT FEE
7-03-001-0017 PURCHASED ENERGY COMPONENT FOR WATER
7-03-001-0018 RECLAIMED WATER RATE SCHEDULE

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7-03-001-0010 WATER RATES

There shall be charged the following rates for all water furnished consumers and measured by meter on any service connection with City water mains for and during each monthly billing period.

The base monthly service charge applies whether the water meter is active or inactive. The monthly service charge is based on the fixed cost of operation and maintaining the water system so that the system is available to provide water to the parcel when water service is activated. Parcels with shutoff water meters will continue to pay base monthly service fee since water service is available and may be activated and used by the property owner at any time.:

B. ~~A.~~ Inside City Limits: The following monthly charges shall be effective with bills rendered on and after January 1, 1991.

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Applicable sales taxes will be in addition to these charges. (Ord. 1681, 12/04/90)

Charge per one thousand (1,000) gallons of measured or estimated water use per month.

WATER RATE SCHEDULE

Monthly Base Service Charge:

Meter Size	7/1/11~~6~~	1/1/12~~7~~	1/1/13~~8~~	1/1/14~~9~~	1/1/~~15~~20
3/ 4""	$14.01~~10.02~~	$14.63~~11.38~~	$15.27 ~~12.18~~	$15.94~~13.03~~	$16.64~~13.42~~
1""	$16.50 ~~11.80~~	$17.22 ~~13.40~~	$17.98 ~~14.34~~	$18.77~~15.34~~	$19.60~~15.80~~
1 ~~1/2~~½""	$22.71 ~~16.25~~	$23.71 ~~18.45~~	$24.75 ~~19.74~~	$25.84~~21.12~~	$26.98~~21.75~~
2""	$30.17 ~~21.58~~	$31.50 ~~24.50~~	$32.89 ~~26.22~~	$34.33~~28.06~~	$35.84~~28.90~~
3""	$47.58 ~~34.03~~	$49.67 ~~38.64~~	$51.85 ~~41.34~~	$54.14~~44.24~~	$56.52~~45.57~~

4""	$72.43 51.82	$75.62 58.83	$78.95 62.95	$82.4267.36	$86.0569.38
6""	$134.58 96.28	$140.50 109.31	$146.69 116.96	$153.14125.15	$159.88128.91
8""	$209.15 149.64	$218.36 169.89	$227.97 181.78	$238.00194.51	$248.47200.34
10""	$296.16 211.89	$309.19 240.56	$322.80 257.40	$337.00275.42	$351.83283.68

VOLUME CHARGE

Monthly Water Use	**Volume Charge**				
Gallons	$/1,000 gal				
Single Family – Block Rate					
Single Family	7-1-116	1-1-127	1-1-138	1-1-149	1-1-1520
Tier 1 (0-3,7500)	$2.89 2.07	$3.02 2.34	$3.15 2.51	$3.29 2.68	$3.44 2.77
Tier 2 (3,7501-6,4200)	$3.75 2.69	$3.91 3.05	$4.09 3.26	$4.26 3.49	$4.45 3.59
Tier 3 (6,4201-11,7500)	$5.77 4.13	$6.03 4.69	$6.29 5.02	$6.57 5.37	$6.86 5.53
Tier 4 (Over 11,7500)	$11.55 8.26	$12.05 9.38	$12.59 10.04	$13.14 10.74	$13.72 11.06
Multi-family, Apts, Mobile home	$3.722.66	$3.883.02	$4.053.23	$4.233.45	$4.423.56
Commercial, Schools	$3.952.83	$4.123.21	$4.303.43	$4.493.67	$4.693.78
Northern Arizona University	$3.952.73	$4.122.95	$4.303.15	$4.493.37	$4.693.47
Manufacturing	$3.892.78	$4.073.16	$4.243.38	$4.433.62	$4.633.73
Lawn Meters	$3.952.83	$4.123.21	$4.303.43	$4.493.67	$4.693.78
Hydrant meter	$6.034.88	$6.305.07	$6.585.34	$6.875.63	$7.175.78
Standpipe – Water haulers	$6.034.88	$6.305.07	$6.585.34	$6.875.63	$7.175.78
Energy Component:					
Charge per one thousand (1,000) gallons, applied to all customer classes (Refer to Section D)	.75				

Energy component cost to will be calculated annually based on a one-year rolling average of water related energy costs as per Section D below.

PRIVATE FIRE PROTECTION

Connection Size					
Inches	Monthly Charge				
Connection Size	1/1/11	1/1/12	1/1/13	1/1/14	1/1/15
4""	9.41	10.68	11.43	12.23	12.59
6""	27.33	31.02	33.19	35.52	36.58
8""	58.23	66.11	70.74	75.69	77.96

Rates for water sold or furnished to customers for use outside the City limits shall be one hundred ten percent (110%) the rates for water sold or furnished for use inside the City. (Ord. 1825, 12/07/93)

B. Special Rates:

Special rates for customers who are not included in existing customer classifications and have usage characteristics different from other customers may be negotiated between the City and customer, without requiring an amendment to the City Code.

C. Special Rates: If the initial bill of any new consumer or the final bill of any consumer shall show usage of less than one thousand (1,000) gallons for the initial or final billing period, the consumer shall be billed for the initial or final billing period at the prorated amount based on existing rates for each one hundred (100) gallons or fraction thereof.

Because fire hydrants are not designed to sustain continuous use and because such hydrants are part of the emergency fire protection system of the City, regular use of fire hydrants for water supply is discouraged. When an applicant for water to be delivered from a hydrant can show hardship if forced to obtain water from another source, and the request has been approved in writing by the City's Utilities Director, the Division may install a meter on a fire hydrant for the use of such applicant, following payment of the required fee for such installation and use. The applicant shall be and remain responsible for payment to the City for all water used through such hydrant meter, and for the purpose of protecting himself may place a lock upon said meter.

The fee for installation and use of such hydrant meter shall be $110.00. The rate of water delivered through a hydrant meter shall be at existing standpipe rate. In addition, a seven hundred dollar ($700.00) deposit will be required to assure repair work on the meters and hydrants if needed. An additional three hundred dollar ($300.00) will be required when a backflow prevention device is necessary. The deposits will be refunded if there is no damage sustained when the meter and/or backflow device is returned to the City. (Ord. 1235, 11/29/82)

D. Automatic Rate Adjustments. The City agrees to adopt a rate schedule which provides for automatic adjustments to pass along increases in energy related operating costs for delivering water service based on the current electrical and gas tariff rates on file with the Arizona Corporation Commission. Automatic adjustments to the energy surcharge shall be calculated on an annual basis using the past 12 months rolling average of water related energy charges.

1. Energy Cost Adjustment. City reserves the right to automatically pass along future increases in electrical and natural gas energy related charges imposed on City by another agency. These automatic adjustments may be made whenever the other agency: (1) increases the standard cost of energy beyond the current energy cost assumed by City in the proposed rate structure described in this section.

2. Adjustments shall begin on January 1 of each calendar year and continue through the end of year.

(Ord. No. 1681, Amended, 12/04/90; Ord. No. 1727, Amended, 12/03/91; Ord. No. 1796, Amended, 03/16/93; Ord. No. 1809, Amended, 06/15/93; Ord. No. 1825, Amended, 12/07/93; Ord. No. 1809, Amended, 06/15/93; Ord. No. 1825, Amended, 12/07/93; Ord. No. 1874, Amended, 06/20/95; Ord. No. 1944, Amended, 05/20/97; Ord. No. 1972, Amended, 04/21/98); (Ord. 2002-07, Amended, 07/16/2002; Ord. 2002-05, Amended, 05/21/2002; Ord. 2000-03, Amended, 03/07/2000; Ord. 1999, Amended, 07/06/1999); (Ord. No. 2006-27, Amended 11/05/2006); Amended Ord. No. 2010-23 (09/07/2010)

7-03-001-0011 WATER MAIN CAPACITY CHARGES

The water main capacity charges for all new service connections to be charged by the Finance Section is presented in the following schedule:

A. A capacity charge, as prescribed below, shall be assessed upon:

1. initial connection to the municipal water system, or;

2. any increase in meter size

B. The capacity charges for the various types of users are as follows:

SCHEDULE FOR CAPACITY CHARGES

Capacity Charge				
	Effective 7/1/0916	Effective 7/1/12	Effective 1/1/14	Effective 1/1/15
Meter Size				
5/8 x 3/4¾	$5,728 2,160	5,013	5,497	5,891
1"	$9,566 3,600	8,371	9,180	9,819
1-1/2"	$19,074 7,200	16,692	18,304	19,638
2"	$30,530 11,520	26,717	29,298	31,420
3"	$57,279 21,600	50,126	54,968	58,913
4"	$95,484 36,000	83,560	91,632	98,188
6"	$190,910 CALCULATE	167,070	183,208	196,376
8"	$305,468 CALCULATE	267,322	293,144	314,201
10"	$439,157 CALCULATE	384,316	421,440	451,664

Meters will be sized using the American Water Works Association Manual, AWWA No. M22. Sizing will be submitted to the City Utilities Department by the developer or owner for City review.

All capacity charges for connections larger than four inches (4") shall be based on proration of mid range flow gallons per minute (gpm) of a 5/8 x 3/4" inch meter divided into the mid range flow of the meter to be evaluated. The resulting number shall be used as a multiplier times the capacity fee for a 5/8 x 3/4 inch meter to determine the large meter capacity fee. Meters will be sized using American Water Works Association Manual, AWWA No. M22. Sizing will be submitted to the City by the developer or owner for City review.

Where the capacity charge is based on volume, said charge will initially be calculated based on an estimate of flowage agreed upon by the City and the customer and will be adjusted based upon the volume of the highest consecutive 12 month period for the 36 months immediately following commencement of service or assessment of an additional capacity charge.

When the capacity charge results from an increase in meter size the charge shall be adjusted to the difference between the charge for the new size meter and the charge for the previous size meter.

C. The Division shall review all customer accounts with meters larger than 4" on an annual basis and assess as additional capacity charge when the annual average demand increases by 20% or more. The additional capacity charge will be calculated using the recommended meter size by AWWA Manual No. 22 or equating to equivalent 5/8 x 3/4 inch meters but substituting for demand the difference between actual current demand, as determined by the previous 12 month average, and the demand used to calculate the previous capacity charge assessed upon the customer. (Ord. 1681, 12/04/90)

(Ord. No. 1681, Amended, 12/04/90; Ord. No. 1944, Amended, 05/20/97); (Ord. 2002-05, Amended, 05/21/2002); (Ord. No. 2006-27, Amended, 11/05/2006); (Amended, Ord. No. 2010-23; 09/07/2010)

7-03-001-0014 WATER CONSERVATION

A. Definitions:

1. Commercial Provision: An agreement between the Utilities Division and a commercial customer where compliance with the Strategy Level may cause unreasonable economic hardship. A Commercial Provision may be applied for by a business that requires a water use for its day-to-day business operation to succeed. There is no fee associated with obtaining a Commercial Provision. Commercial Provisions shall not be considered for aesthetic landscaping purposes. Examples of businesses that may request a Commercial Provision include, but are not limited to, landscapers and nurseries. A request for a Commercial Provision shall be made in writing to the Utilities Director and shall include the nature of the business, the anticipated water usage per day, and what steps are being taken to conserve water at the business location. Approval and denial commercial provision letters shall be copied to the City Manager and City Council for informational purposes.

2. Emergency Authority: Authority to make operational adjustments and/or changes to the potable water and reclaimed water system for the purpose of protecting the system from damage, maintaining water supply, or restoring the system to operation after a system failure. This includes authority to mix potable water with reclaimed water for the purpose of protecting the system from imminent system damage.

3. Even-numbered address: Any street address ending in; zero (0), two (2), four (4), six (6), or eight (8).

4. Irrigate: To supply land or crops with water by means of pipes or hoses.

5. Odd-numbered address: Any street address ending in; one (1), three (3), five (5), seven (7), or nine (9).

6. Potable Water: Water that is safe and satisfactory for drinking and cooking.1

7. Reclaimed Water: Water that has been treated or processed by a wastewater treatment plant or an on-site treatment facility. (ARS 49-201.31)

8. Resource Status I: When water demand is equal to or less than safe production capability.

9. Resource Status II: When water demand exceeds safe production capability for five (5) consecutive days.

10. Resource Status III: When water demand exceeds total production capability and the amount of water in storage may impair fire protection for the City.

11. Safe Production Capability: 90% of total water resources available measured in million gallons per day (MGD), based on potable water production and distribution components.

12. Special Provision: An agreement between the Utilities Division and a large-volume irrigator allowing special hours of irrigation due to public access concerns or hydraulic constraints.

13. Surcharge: To charge an additional fee, cost, or levy.

14. Total Production Capability: The total water resources available measured in million gallons per day (MGD), based on potable water production and distribution components.

15. Unreasonable Economic Hardship: A hardship where a business' ability to operate using normally accepted practices is adversely affected by the water restriction.

16. Water Availability Strategy: An effort initiated to ensure the availability of adequate water resources for the future, and in times of emergency.

17. Wasting Water: To use or expend water thoughtlessly or carelessly. Examples include, but are not limited to, allowing water to run into the street/gutter, allowing water to pool, irrigating during precipitation events, and failing to repair water leaks. The determination of Wasting Water shall be made by a representative of the City of Flagstaff.

[1] Symons, James M. et al., The Drinking Water Dictionary (American Water Works Association, 2001), P. 333.

B. The City Manager, upon the recommendation of the Utilities Director, after notification to the City Council is hereby authorized to declare and suspend Water Availability Strategies and elements of Strategies. The Strategies may be initiated and suspended based upon Resource Status Levels, or other pertinent information, which evaluate the relationship between water demand and municipal safe production capability.

C. The Utilities Division has emergency authority to take operational measures deemed necessary to protect the potable and reclaimed water systems.

D. Augmentation of the reclaimed water system with potable water except as referenced in Paragraph C shall require prior approval of the City Manager, upon the recommendation of the Utilities Director and after notification to the City Council.

E. The following Water Availability Strategies shall govern the use of City water by any user of the City potable water system, as prescribed below:

1. Strategy I: Water Awareness (may implement with Resource Status I). Conserve water, in and outside of the home, using the best practices available to minimize waste. Water users are specifically encouraged to landscape with plant materials requiring little or no supplemental irrigation water. The following uses are restricted or prohibited.

No person shall:

a. Irrigate between the hours of 9 AM and 5 PM. Even-numbered street addresses shall irrigate Wednesday, Friday, and Sunday. Odd-numbered street addresses shall irrigate Tuesday, Thursday, and Saturday. No irrigation shall be allowed on Monday. Daily hand watering with a hose or watering can is allowed. Strategy I irrigation hours shall apply to hand watering. Water use for maintenance of irrigation systems is permitted during all times of the day.

b. Use water from a fire hydrant unless for public health or safety, or with the authorization of the Utilities Division.

c. Waste water, as defined in section A.

d. Irrigate golf courses with potable water.

New landscape permits. Daily irrigation of new landscape may be allowed for elective landscaping and will be allowed for required landscaping by obtaining a permit from the Water Conservation Office. The permit shall be good for a maximum of thirty (30) days. The fee for the permit shall be ten dollars ($10) to cover administration and printing, and shall be adjusted to cover changing costs. The permit shall be obtained prior to landscape installation and prominently posted at the irrigation site. The determination of provision of an elective landscaping permit shall be made by a representative of the Utilities Division and may be appealed by the applicant to the Flagstaff Water Commission if thought to be unreasonably denied. The decision of the Water Commission shall be final. Strategy I irrigation hours shall apply to irrigation permits.

2. Strategy II: Water Emergency (may implement with Resource Status II). In addition to the requirements of Strategy I, the following uses are restricted or prohibited.

No person shall:

a. Irrigate or wash vehicles, except as provided. Even-numbered street addresses are restricted to said uses on Wednesday, Friday, and Sunday. Odd-numbered street addresses are restricted to said uses on Tuesday, Thursday, and Saturday. No outdoor watering activity shall be allowed between the hours of 9 AM and 5 PM. Vehicle washing for public health and safety shall be exempt. This restriction shall not apply to commercial car washes.

b. Wash paved areas such as drives, sidewalks and tennis courts, or buildings, except for health or safety. Restriction shall not apply to commercial high pressure water blasting for maintenance or construction purposes during strategy II. The use of Reclaimed Water for said uses shall not be restricted.

c. Use potable water for filling ornamental fountains, artificial ponds or streams.

d. Fill recreational swimming pools, spas, or wading pools holding more than 100 gallons.

e. Use potable water for major construction activity, such as dust control, soil compaction, or street cleaning. Major construction activity shall be considered that activity requiring the use of a hydrant meter for the dispensing of potable water or obtaining the water from City of Flagstaff standpipes.

Single Family Residential, and all lawn meter rates shall increase to 150% of the established rate for any water consumption between 6,4201 and 11,7500 gallons. Rates shall increase to 200% of the established rate for any water consumption greater than 11,7501 gallons per billing cycle. Rate increases shall take effect with the billing cycle(s) following the implementation of Strategy II.

Multi-family, Commercial, Industrial, and Institutional water rates shall increase to 120% of the established rate. The rate increase shall take effect with the billing cycle(s) following the implementation of Strategy II.

Potable water standpipe rates shall increase to 130% of the established rate. The rate increase shall take effect upon implementation of Strategy II. Standpipe water shall be limited to uses within a twenty-five mile radius of City Hall. Standpipe water shall not be used for major construction activity, dust control, irrigation of decorative landscaping and/or turf.

No new elective or required landscaping permits shall be issued. Landscaping not installed and required by the City of Flagstaff to meet the Land Development Code will not delay a Certificate of Occupancy to be issued providing its installation is delayed as a result of a suspension of new landscaping permits and a surety is provided acceptable to the Community Development Division.

Upon suspension of Strategy II, rates shall return to their respective level with the billing cycle(s) following the date of the suspension, or in the case of standpipe rates, upon suspension.

3. Strategy III. Water Crises (may implement with Resource Status III). In addition to the requirements of Strategy I and Strategy II, the following uses are restricted or prohibited.

No person shall:

a. Use any potable water for outside use.

b. Use fire hydrants, unless for public health, safety, and welfare by authorized government agencies only.

c. Waste water intentionally or unintentionally. Specifically applies to all residential, commercial, industrial, and institutional use.

d. Use potable water in violation of any other restriction deemed necessary by the City Council for the purpose of protecting the welfare of the citizens of Flagstaff.

No new Special or Commercial provisions shall be allowed unless approved by the Flagstaff City Council or the Water Commission.

D. Surcharges/Appeals:

1. A Surcharge of $25.00 shall be assessed to the account of record for a violation of Strategy I.

2. A Surcharge of $50.00 shall be assessed to the account of record for a violation of Strategy II.

3. A Surcharge of $100.00 shall be assessed to the account of record for a violation of Strategy III.

4. Surcharges shall double for every repeat violation. Each succeeding Surcharge under the prevailing strategy level may be twice the previous Surcharge assessed for the previous violation.

5. A commercial water hauler determined to be violating the standpipe restrictions shall pay a surcharge equal to that for the appropriate Strategy Level prior to the receipt of additional water.

6. The assessment of the Surcharge may be informally appealed, in writing, within fourteen (14) calendar days of the notice of the Surcharge assessment. The written appeal shall be received by the City of Flagstaff Utilities Division within said fourteen (14) day time limit or the right to such appeal shall be permanently waived. Address all Surcharge-related correspondence to:

City of Flagstaff Utilities Division

Water Conservation Program Manager

211 West Aspen Avenue

Flagstaff, AZ 86001

(Ord. No. 1568, Enacted, 07/05/88; Ord. No. 2003-06, Enacted, 04/01/03; Ordinance No. 2004-23, Enacted December 7, 2004; Amended, Ord. No. 2010-15, 09/07/10)

2016 AMENDMENTS TO FLAGSTAFF CITY CODE
TITLE 12 CHAPTER 12-02-002-0003

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STORMWATER MANAGEMENT UTILITY SERVICE CHARGES

SECTIONS:

12-02-002-0001 FINDINGS OF FACT
12-02-002-0002 DEFINITIONS
12-02-002-0003 SCHEDULE OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES
12-02-002-0004 DISPOSITION OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES
12-02-002-0005 STORMWATER MANAGEMENT UTILITY SERVICE CHARGE EXEMPTIONS AND CREDITS
12-02-002-0006 COLLECTION OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES, BILLING, DELINQUENCIES AND PENALTIES
12-02-002-0007 APPEALS
12-02-002-0008 FLOOD INSURANCE
12-02-002-0009 SEVERABILITY
12-02-002-0010 CONFLICT WITH OTHER ORDINANCES
12-02-002-0011 COMMENCEMENT OF SERVICE CHARGES

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12-02-002-0001 FINDINGS OF FACT

The City Council of the City of Flagstaff, Arizona makes the following findings of fact:

(a) The professional engineering and financial analyses conducted on behalf of and submitted to the City properly assess and define the stormwater management problems, needs, goals, program priorities, costs of service, funding opportunities, and prospective service charge rate methodologies of the City.

(b) Given the problems, needs, goals, program priorities, costs of service and funding opportunities identified in the professional engineering and financial analyses submitted to the City, it is appropriate to establish a schedule of stormwater management service charges, the revenues of which shall be dedicated specifically to the management, construction, maintenance, protection, control, regulation, use, and enhancement of stormwater systems and programs in the City of Flagstaff in concert with other water resource management programs.

(c) Urban development in the City has radically altered the natural hydrology of the area and the hydraulics of stormwater systems, with many natural elements having been replaced or augmented by man-made facilities. Urban development continues, and the City recognizes that additional growth will result in further alteration of stormwater systems throughout the City. Therefore, a stormwater utility service area subject to stormwater service charges should encompass the entirety of the City of Flagstaff.

(d) The stormwater needs in the City of Flagstaff include, but are not limited to, protecting the public health, safety, and welfare of its property owners, citizens, and residents, including the protection and enhancement of the City's water resources. Provision of stormwater management programs, services, systems, and facilities therefore renders and/or results in both service and benefit to individual properties, property owners, citizens, and residents of the City concurrently in a variety of ways as identified in the professional engineering and financial analyses, and thus justifies the billing of Stormwater Management Utility service charges to such properties, property owners, citizens, and residents and any other persons that presently are or may be in the future served or benefited by the programs, services, systems, and facilities provided by the Utility.

(e) The City Council finds, concludes, and determines that a Stormwater Management Utility service charge is the most practical and appropriate means of properly delivering stormwater management services and benefits throughout the City, and the most equitable means to fund stormwater programs, services, systems, and facilities in the City, and that other funding mechanisms as described in the professional engineering and financial analyses

prepared for the City offer supplementary funding opportunities that will enable the City to improve the long-term adequacy and equity of funding but do not have sufficient revenue capacity to support the entirety of the projected stormwater management program.

(f) The City Council finds that credits against stormwater management utility service charges are an appropriate means of adjusting fees, rates, rentals, charges, fines, and penalties in certain cases and directs that such crediting mechanisms be addressed as part of the detailed cost of service and rate analyses necessary to implement the funding of the Stormwater Management Utility.

(Ord. 2003-02, Add, 03/18/2003)

12-02-002-0002 DEFINITIONS
Unless the context specifically indicates otherwise, the meaning of words and terms used in this article shall be as set forth below.

CREDITS. Credits shall mean a conditional reduction in the amount of a periodic stormwater management utility service charge or other fees, rates, rentals, charges, fines, and penalties to an individual property based on the provision and continuing presence of an effectively maintained and operational on-site stormwater system or facility, conservation or other protective easement, or continuing provision of a program or service or activity that reduces the Stormwater Management Utility's cost of providing stormwater management programs, services, systems and facilities.

DETACHED SINGLE-FAMILY RESIDENTIAL PROPERTY. For the purpose of calculating the periodic stormwater management utility service charge, property containing one (1) structure not attached to another dwelling unit and which contains one or more bedrooms, with bathroom and kitchen facilities, designed for occupancy by one family. Detached single-family residential property may include detached single-family houses, manufactured homes, and mobile homes located on one (1) or more individual lots or parcels of land. A property may be classified as a detached single-family residential property for billing purposes despite the presence of incidental structures associated with residential uses such as garages, carports, or small storage buildings, or the presence of a commercial use within the dwelling unit so long as such use does not result in additional impervious areas such as parking spaces, structures, or additions to the building which are used as offices, storage facilities, meeting rooms, classrooms, houses of worship, or similar non-residential uses. Detached single-family residential property shall not include structures used primarily for non-residential purposes, manufactured homes or mobile home parks where the land is owned by others than the owners of the manufactured homes or mobile homes, or multiple dwelling unit residential properties.

EQUIVALENT RATE UNIT. For the purpose of calculating the periodic stormwater management utility service charge applicable to any and every property in the City, except as may be altered by an exemption, credit, offset or other adjustment to the service charge, an Equivalent Rate Unit (or ERU) of 1,500 square feet of impervious area is hereby adopted and shall be applied to the calculation of periodic stormwater service charges. Each whole ERU, or increment thereof, shall be periodically charged the same amount unless the City Council shall specifically adopt varying charges per ERU to reflect differences in the cost of services and facilities by watershed, level or type of services and/or facilities provided, or other considerations deemed valid and appropriate by the City Council.

IMPERVIOUS AREA. Impervious area shall include, but is not necessarily limited to, any man-made structure or surface that is built or laid upon the natural surface of the land which has the effect of increasing, collecting, concentrating, re-directing, or otherwise altering stormwater runoff from land in a manner that increases peak stormwater runoff rates, the total volume of stormwater discharged from a property, or the pollutant loading contained in stormwater runoff, including but not limited to, those which reduce the infiltration of stormwater into the soil or reduce the natural evaporation and transpiration of stormwater from the land. Impervious area shall include, but is not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, compacted graveled roads or parking areas, and other surfaces which are subject to vehicle traffic to such extent that the stormwater runoff from the gravel surface increases or is collected, concentrated, re-directed, or otherwise altered from that which would prevail in a natural condition absent the presence of the graveled surface.

SPECIAL STORMWATER SERVICE FEES. Special stormwater service fees shall mean a service fee, other than a periodic stormwater management utility service charge, imposed upon a property or person to recover the cost of

providing special stormwater management services, systems, or facilities unique to individual properties or persons. Special stormwater service fees may include, but are not limited to, plan review and inspection fees related to alterations to the public stormwater systems or to stormwater systems and facilities located on private property; floodplain study review fees; flood hazard information letter preparation; floodplain use permit fees; drainage report review fees; grading, drainage, review and field inspections of construction site SWPPP's and paving plan review fees; surcharges applied to the periodic stormwater service charge to reflect special services and/or higher levels of service provided to any property or person; system development fees imposed at the time development occurs to recover a proportionate share of system capitalization costs; charges to recover the cost of abating, mitigating, or correcting a nuisance or non-complying condition, including but not limited to administrative costs associated therewith; charges to apportion a proportionate share of the cost of a system or facility serving one or more properties when such system or facility is constructed by the City in lieu of requiring the construction of on-site detention or other runoff control systems on the individual property(ies); and charges to apportion a proportionate share of the cost of a system or facility serving two or more properties when such system or facility is constructed by a private developer in lieu of complying with a requirement to construct an on-site detention or other runoff control system on each of the individual property(ies), in which case such charges shall be transferred by the City to the developer who built the system, or his or her assignees, less a reasonable deduction to recover the Stormwater Management Utility's cost of administering the special stormwater service fees.

STORMWATER MANAGEMENT UTILITY SERVICE CHARGE. Stormwater management utility service charge shall mean a periodic service charge imposed upon any and every property, lot, or parcel of land in the City of Flagstaff having more than 200 square feet of impervious area, for the purpose of funding costs related to stormwater management programs, services, systems, and facilities.

CONSTRUCTION SITE STORMWATER POLLUTION PREVENTION PLAN (SWPPP). A SWPPP is a plan that shall be prepared and implemented utilizing Best Management Practices, in accordance with the City's NPDES Phase II Stormwater General Permit requirements, during active construction, on sites that disturb one acre of land or more, which are intended to minimize pollutant runoff from a construction site.

(Ord. 2003-02, Add, 03/18/2003); (Ord. 2006-02, Amended 06/06/2006)

12-02-002-0003 SCHEDULE OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES

There is hereby adopted the following schedule of stormwater management utility service charges and fees for the purpose of funding all or any portion of the City's Stormwater Management Utility programs.

(a) STORMWATER MANAGEMENT UTILITY SERVICE CHARGE. Unless amended, adjusted, or repealed by a City Council, a periodic stormwater management utility service charge is hereby imposed on any and every property, lot, or parcel of land in the City of Flagstaff, except as may be altered by an exemption, credit, offset or other adjustment to the service charge, in the following manner:

1) Detached single-family residential property, lots, or parcels of land shall be charged based on the following tiered system:

~~Tier~~	~~Impervious Area Range in Square Feet~~	~~Charge per Month~~
~~Tier 1~~	~~200 – 1,500~~	~~$0.92~~
~~Tier 2~~	~~1,501-3,000~~	~~$1.84~~
~~Tier 3~~	~~3,001-4,500~~	~~$2.76~~
~~Tier 4~~	~~4,501-6,000~~	~~$3.68~~
~~Tier 5~~	~~> 6,000~~	~~$4.60~~

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Effective ~~June~~ July 1, ~~2007~~2016, the Stormwater Management Utility Service Charge shall ~~be~~ increase~~d~~ incrementally according to the following table: ~~each year through June January 1, 2010~~2017, ~~for detached single family.~~

Effective Date	Increase Amount	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
~~June~~ July 1, 2016~~1, 2007~~	$0.~~10~~08	~~$1.02~~$1.38	~~$2.04~~$2.76	~~$3.06~~$4.14	~~$4.08~~$5.52	~~$5.10~~$6.90
~~June~~ January 1, 2017~~1, 2008~~	~~$0.10~~$0.09	~~$1.12~~$1.47	~~$2.24~~$2.94	~~$3.36~~$4.41	~~$4.48~~$5.88	~~$5.60~~$7.35
~~June~~ January 1, 2018~~1, 2009~~	~~$0.10~~$0.09	~~$1.22~~$1.56	~~$2.44~~$3.12	~~$3.6~~$4.68~~6~~	~~$4.88~~$6.24	~~$6.10~~$7.80
~~June~~ January 1, 2019~~1, 2010~~	~~$0.08~~$0.10	~~$1.30~~$1.66	~~$2.60~~$3.32	~~$3.90~~$4.98	~~$5.20~~$6.64	~~$6.50~~$8.30
January 1, 2020	$0.10	$1.76	$3.52	$5.28	$7.04	$8.80

(Amended 04/17/2007; Ord. No. 2007-26).

2) All other properties, lots, or parcels of land not classified as detached single-family residential property, unless exempted pursuant to Section 12-02-002-0005, shall be charged ~~$0.92~~$1.38 per month for each Equivalent Rate Unit, or increment thereof, located on the property, lot, or parcel of land.

Effective ~~June~~ July 1, ~~2007~~2016, all other properties, lots, or parcels of land not classified as detached single-family residential property shall be charged according to the following table for each Equivalent Rate Unit, or increment thereof, located on the property, lot, or parcel of land:

Effective Date	Incremental Increase	Total Rate per ERU
~~June 1, 2007~~July 1, 2016	~~$0.10~~$0.08	~~$1.02~~$1.38
~~June 1, 2008~~January 1, 2017	~~$0.10~~$0.09	~~$1.12~~$1.47
~~June 1, 2009~~January 1, 2018	~~$0.10~~$0.09	~~$1.22~~$1.56
~~June 1, 2010~~January 1, 2019	~~$0.08~~$0.10	~~$1.30~~$1.66
January 1, 2020	$0.10	$1.76

(b) SPECIAL STORMWATER SERVICE FEES. Unless amended, adjusted, or repealed by a City Council, the following special stormwater service fees shall be applied for the following services in the amount(s) defined:

1) Grading, Drainage, Paving Plan and SWPPP review	$225 per sheet for a first and second review
	$225 per sheet for all reviews thereafter
2) Grading and Drainage Field Inspection-sites less than 5 acres	$60 per inspection
3) Grading and Drainage Field Inspection- sites larger than 5 acres	$120 per inspection
4) SWPPP Inspection-sites less than 5 acres	$60 per inspection
5) SWPPP Inspection-sites larger than 5 acres	$120 per inspection
6) Annual Inspection of Structural Control	$60 per inspection

7) Drainage Report Review	$200 for first review
	$100 for each review thereafter
8) Flood Hazard Information Letter	$30 per letter
9) Floodplain Use Permit	$45 per permit
10) Floodplain Study for FEMA Map Revision	$2500 per Technical Data Notebook

12-02-002-0004 DISPOSITION OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES

Stormwater management utility service charge and fee revenues shall be assigned and dedicated solely to the Stormwater Management Utility enterprise fund in the City budget and accounting system, which shall be and remain separate from other funds, and shall be used only to fund stormwater management services and facilities.

The services charges and fees paid to and collected by virtue of this Ordinance shall not be used for general or other governmental or proprietary purposes of the City, except to pay for costs incurred by the City in rendering services to the Stormwater Management Utility. Other than as described above, the charges and fees shall be used solely to pay for costs of operation, repair, maintenance, improvements, renewal, replacement, reconstruction, design, right-of-way and easement acquisition, and construction of public stormwater facilities and costs incidental thereto. (Ord. 2003-02, Add, 03/18/2003)

12-02-002-0005 STORMWATER MANAGEMENT UTILITY SERVICE CHARGE EXEMPTIONS AND CREDITS

A. No exception, credit, offset, or other reduction in stormwater service charges shall be granted based on age, race, tax status, economic status, or religion of the customer, or other condition unrelated to the stormwater utility's cost of providing stormwater services and facilities.

B. The stormwater management utility service charge shall not be collected in connection with any public street, public road, public highway or public alley, or any railroad right-of-way used exclusively for trackage and related safety appurtenances.

C. Credits against stormwater management utility service charges are an appropriate means of adjusting fees, rates, rentals, charges, fines, and penalties in certain cases and City Council directs that such crediting mechanisms be addressed as part of the detailed cost of service and rate analyses necessary to implement the funding of the Stormwater Management Utility. A credit manual shall be issued that will set forth the appropriate process and documentation to obtain such credits. Credit shall be made available to property owners for the following on-site stormwater controls or processes:

1. Engineered retention or other facilities for stormwater quality controls.

2. Engineered detention facilities for peak flow reduction and/or velocity reduction.

3. Dedication of conservation easements that prevent development of property.

4. Establishment and implementation of structured education programs for primary, secondary and college-level students on stormwater management and water quality issues.

D. Any credit allowed against the stormwater management utility service charge is conditioned on continuing compliance with the City's design and performance standards as stated in the credit manual and/or upon continuing provision of the systems, facilities, services, and activities provided, operated, and maintained by the property owner or owners upon which the credit is based. A credit may be revoked by the City at any time for noncompliance.

E. The City of Flagstaff has adopted a Credit Manual by Ordinance No. 2004-22, as amended by adoption of Ordinance No. 2006-17 and Ordinance No. 2015-07. (Ord. 2003-02, Added, 03/18/2003; Ord. 2006-02, Amended, 06/06/2006; Ord. 2006-17, 07/18/2006; Ord. 2015-07, Amended, 06/02/2015)

12-02-002-0006 COLLECTION OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES, BILLING, DELINQUENCIES AND PENALTIES

(a) The Financial Services Director is hereby authorized to collect all stormwater management utility service charges and fees prescribed by this Ordinance.

(b) Stormwater management utility services charges shall be added to and collected with the bills as rendered for water by the Financial Services Director and all of the rules and regulations promulgated by Financial Services shall apply to, and be effective in, the collection of such stormwater service charges. For those properties not utilizing the City's water utility, a separate bill shall be collected from the property owner of record.

(c) All stormwater management utility service charges shall be due and payable on the due date specified on the bill, and if not paid within thirty (30) days thereafter will be considered delinquent. If such charges are not paid within ten (10) days after such delinquent date, water service shall be discontinued. Before discontinuing water service, the City shall give written notice to the property owner, of the discontinuance and an opportunity to appear before the Financial Services Director or his/her designee on any disputed matter relative to the delinquent account.

(d) The stoppage of water service hereinbefore authorized for nonpayment of stormwater management utility service charges shall be in addition to the right of the City to proceed for the collection of such unpaid charges in a manner provided by law for the collection of a municipal claim.

(Ord. 2003-02, Add, 03/18/2003)

12-02-002-0007 APPEALS

Any property owner or customer who believes the provisions of this Ordinance have been applied in error may appeal in the following manner:

(a) An appeal must be filed in writing with the City Stormwater Services Manager. In the case of utility service charge appeals, the appeal shall include a survey prepared by a registered land surveyor or professional civil engineer containing information on the total property area, the impervious surface area, and any other features or conditions which influence the hydrologic response of the property to rainfall events.

(b) Using the information provided by the appellant, the Stormwater Services Manager shall conduct a technical review of the conditions on the subject property and respond to the appeal in writing within thirty (30) days.

(c) In response to the appeal, the Stormwater Services Manager may adjust the stormwater service charge applicable to a property in conformance with the purpose and intent of this ordinance.

(d) A decision of the Stormwater Services Manager, which is adverse to the appellant, may be further appealed to the City Manager within thirty (30) days of receipt of notice of the adverse decision. Notice of the appeal shall be served to the City Manager by the appellant, stating the grounds for the appeal. The City Manager shall issue a written decision on the appeal within thirty (30) days. All decisions by the City Manager shall be final.

(e) The appeal process contained in the section shall be a condition precedent to an aggrieved customer seeking judicial relief. Any decision of the City Manager may be reviewed upon application to the Superior Court of Coconino County, filed within thirty (30) days of the date of service of the decision.

(Ord. 2003-02, Add, 03/18/2003)

12-02-002-0008 FLOOD INSURANCE

Floods caused by stormwater runoff may occasionally occur which exceed the capacity of stormwater facilities constructed and maintained by the Stormwater Management Utility. This Ordinance does not imply that property liable for service charges established in this Ordinance will always be free from stormwater flooding or flood damage. This Ordinance does not purport to reduce the need or the necessity for a property or building owner to obtain flood insurance.

(Ord. 2003-02, Add, 03/18/2003)

12-02-002-0009 SEVERABILITY
If any provision of this Ordinance shall be deemed or found to conflict with the Arizona Constitution, or to be pre-empted by state statute, then such provision of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

(Ord. 2003-02, Add, 03/18/2003)

12-02-002-0010 CONFLICT WITH OTHER ORDINANCES
If any provision of this Ordinance shall conflict with the provisions of a prior ordinance of the City of Flagstaff, then the conflicting provision of the prior ordinance shall be deemed repealed and no longer in effect, and the provisions of this Ordinance shall govern.

(Ord. 2003-02, Add, 03/18/2003)

12-02-002-0011 COMMENCEMENT OF SERVICE CHARGES
That upon the effective date of this Ordinance, the Stormwater Management Utility shall, in addition to its purposes and responsibilities provided herein, be authorized to:

(a) commence the collection of service charges authorized in Section 12-02-002-0003(a) in coordination with the billing process of the City's utility billing system beginning on July 1, 2003, and commence the collection of service charges as revised pursuant to Section 12-02-002-0003 (a) on the effective date of this Ordinance, and commence the collection of service charges pursuant to Section 12-02-002-0003 (a) effective June 1, 2007;

(b) commence the collection of the special service fees authorized in Section 12-02-002-0003(b) upon the effective date of this Ordinance;

(c) process appeals to the service charge and determine and apply credits, offsets, and other adjustment to the service charge to ensure conformance with the intent of this Ordinance; and

(d) initiate collection processes as may be available to it to collect the service charges and any applicable delinquency and/or penalty for failure to pay such charges in a timely manner.

(Ord. 2003-02, Add, 03/18/2003); (Ord. No. 2006-02, Amended 06/06/2006)

ORDINANCE NO. 2016-23

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING TITLE 7, *HEALTH AND SANITATION*, AND TITLE 12, *FLOODPLAIN*, OF THE FLAGSTAFF CITY CODE BY AMENDING SECTIONS 7-02-001-0039, *SEWER USE CHARGES, CAPACITY CHARGES*; 7-03-001-0010, *WATER RATES*; AND 7-03-001-0011, *WATER MAIN CAPACITY CHARGES*; 7-03-001-0014, *WATER CONSERVATION*; AND SECTION 12-02-002-0003, *SCHEDULE OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES,* THEREOF

RECITALS:

WHEREAS, ARS §§9-511, 9-511.01 *et. seq.* provides authority for municipalities to adjust water and wastewater utility rates, and water and wastewater capacity charges and fees, and

WHEREAS, water and wastewater capacity charges and fees are established for the purpose of charging the cost of additional system capacity to new customers; and

WHEREAS, utility service charges and fees are established to charge the user of a specific service the cost of delivering the specific service; and

WHEREAS, the City of Flagstaff ("City") has found that it is necessary to update, adjust and increase water and wastewater service fees and charges in order to provide for the present cost of maintaining service levels and system capacity; and

WHEREAS, the City has found it necessary to update, adjust and increase stormwater management utility service charges and fees as authorized under the Flagstaff City Code, Division 12-02-01 *et. seq.*, and

WHEREAS, the City wishes to change language in the City Code, Title 7, Chapters 7-01, 7-02, and 7-03, Health and Sanitation, to Update System Capacity Fees, User Fees, Service Fees in order to revise and update the City Code, and

WHEREAS, the City has finds that the updates, adjustments and increases to: the water and wastewater utility rates; water and wastewater capacity charges and fees; stormwater management utility service charges and fees, are all just and reasonable.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED by the Flagstaff City Council that:

SECTION 1. Title 7, *Health and Sanitation*, of the Flagstaff City Code is hereby amended as follows:

7-02-001-0039 SEWER USE CHARGES, CAPACITY CHARGES:

The sewer user charges to be charged by the Finance Section to all users and to all others that have reasonable access to sewer mains is presented in the following schedule:

The City Council may adjust these rate schedules as they deem necessary.

A. Sewer User Charges:

MONTHLY RATE PER 1,000 GALLONS OF WATER CONSUMPTION

The following monthly service rate shall be charged for customers receiving City of Flagstaff sewer service inside the limits of the City of Flagstaff: Sewer chargers are based water consumption. Flat rate charge (dollars/1,000 gallons) for residential based on winter quarter average water use. Other customer classes based on actual water use (dollars/1,000 gallons).

Sewer only service customers will be charged a monthly service fee and sewer usage charge based on estimated water consumption as approved by the Utilities Director. If the Director determines that adequate water meter information is not available for billing a residential customer as described above, then the customer will be charged the average monthly billing for that user class.

	Monthly Rate				
Customer Classes	**7/1/11~~6~~**	**1/1/12~~7~~**	**1/1/13~~8~~**	**1/1/14~~9~~**	**1/1/15~~20~~**
Residential:					
Single-family	**$4.07** ~~$3.08~~	**$4.36** ~~3.59~~	**$4.67** ~~$3.69~~	**$5.00** ~~$3.80~~	**$5.35** ~~$3.80~~
Multiple and mobile home (per unit)	**$4.07** ~~$3.08~~	**$4.36** ~~3.59~~	**$4.67** ~~$3.69~~	**$5.00** ~~$3.80~~	**$5.35** ~~$3.80~~
Non-Residential:					
Car Washes	**$4.09** ~~$3.06~~	**$4.38** ~~$3.56~~	**$4.69** ~~$3.70~~	**$5.02** ~~$3.82~~	**$5.38** ~~$3.82~~
Laundromats	**$4.20** ~~$3.14~~	**$4.50** ~~$3.65~~	**$4.82** ~~$3.80~~	**$5.16** ~~$3.91~~	**$5.53** ~~$3.92~~
Commercial	**$4.31** ~~$3.22~~	**$4.62** ~~$3.75~~	**$4.95** ~~$3.90~~	**$5.30** ~~$4.01~~	**$5.68** ~~$4.02~~
Hotels, motels	**$5.76** ~~$4.32~~	**$6.17** ~~$5.03~~	**$6.61** ~~$5.21~~	**$7.08** ~~$5.37~~	**$7.58** ~~$5.38~~
Restaurants	**$6.92** ~~$5.20~~	**$7.41** ~~$6.05~~	**$7.93** ~~$6.27~~	**$8.49** ~~$6.45~~	**$9.09** ~~$6.46~~
Industrial Laundries	**$6.36** ~~$4.77~~	**$6.81** ~~$5.55~~	**$7.29** ~~$5.76~~	**$7.81** ~~$5.93~~	**$8.36** ~~$5.94~~
Manufacturing Plants	**$4.63** ~~$3.46~~	**$4.96** ~~$4.02~~	**$5.31** ~~$4.18~~	**$5.69** ~~$4.31~~	**$6.09** ~~$4.32~~
Pet Food Manufacturers	**$10.15** ~~$7.64~~	**$10.87** ~~$8.89~~	**$11.64** ~~$9.19~~	**$12.46** ~~$9.47~~	**$13.34** ~~$9.48~~
Soft Drink Bottlers	**$8.04** ~~$6.05~~	**$8.61** ~~$7.04~~	**$9.22** ~~$7.29~~	**$9.87** ~~$7.50~~	**$10.57** ~~$7.51~~
Ice Cream Cone Manufacturers	**$12.56** ~~$9.46~~	**$13.44** ~~$11.02~~	**$14.39** ~~$11.38~~	**$15.40** ~~$11.72~~	**$16.48** ~~$11.73~~

	Monthly Rate				
Customer Classes	**7/1/11~~6~~**	**1/1/12~~7~~**	**1/1/13~~8~~**	**1/1/14~~9~~**	**1/1/15~~20~~**
Northern Arizona University	**$3.73** ~~$2.79~~	**$4.00** ~~$3.24~~	**$4.28** ~~$3.37~~	**$4.58** ~~$3.48~~	**$4.91** ~~$3.48~~
Waste haulers (charge per 1,000 gallons)	80.00				
Restaurant grease (charge per 100 gallons)	11.00				
Other treatment plant sludge (charge per 100 gallons)	8.00				
Mud sump waste (charge per 100 gallons)	25.00				
Waste material delivered to the treatment plant at times other than 8:00 AM to 4:00 PM weekends or holidays shall be assessed an after hours fee of:	35.00				
Sewer surcharges:					
Biochemical Oxygen Demand - per pound concentrations over 300 milligrams per liter	$.2703				
Suspended solids - per pound for concentrations over 350 milligrams per liter	$.1343				

If a customer's discharge exceeds the BOD and TSS limit already included in the monthly rate calculation for that customer class listed above, then sewer surcharges may be added as a condition to the customer user permit, compliance agreement or administrative order.

BOD and TSS included in monthly rates for specific customer classes are as follows:

Customer Class	BOD mg/l	TSS mg/l
Car Washes	20	150
Laundromats	150	110
Commercial	200	175
Manufacturing	200	175
Pet Food Manufacturers	1800	1100
Soft Drink Bottlers	1800	400
Ice Cream Cone Manufacturers	9700	100

All customers served directly by the City and located outside the City limits shall pay at a rate of one hundred ten percent (110%) times the rate for the same classification of service inside the City.

In the case of one meter serving a user that has different classifications of business, the Utilities Director shall be authorized to adjust the rate per one thousand (1,000) gallons based upon the contribution of each classification.

The user shall be determined according to customer class (see rate schedule above). (Ord. 1849, 12/06/94)

B. Capacity Charges

1. A capacity charge, as prescribed below, shall be assessed upon:

   a. initial connection to the municipal sewer system, or
   b. any subsequent expansion or modification of the user's building or facility which results in an increased contribution to the sewer system from:

      (i) for single or multi-family residential users, an increase in the number of residential units, or
      (ii) for commercial or industrial users, an increase in the number of fixture units, or
      (iii) for industrial users, any change in operations resulting in a 20% or greater increase in billable volume as measured on an annual basis, or
      (iv) a change of use of the property whereby an increased volume of discharge to the sewer system occurs. (Ord. 1809, 06/15/93)
   c. Size of water meter installed on the property.
   d. Each additional water meter added will require additional sewer capacity fees unless specifically designated as a landscape meter.

2. The capacity charges for the various types of users are as follows:

   a. Customer (capacity) Charge, dollars
   b. Residential
   c. Single family residential and townhomes (per unit):

EFFECTIVE 7-1-16	$3,723
~~(effective 1-1-07)~~	~~$2,410~~
~~(EFFECTIVE 7-1-12~~	~~$3,126~~

   ~~c~~**d**. Multiple residential, condos & mobile home (per unit):

EFFECTIVE 7-1-16	**$3,723**
~~(effective 1-1-06~~	~~$2,300~~
~~(EFFECTIVE 1-1-12~~	~~$3,126~~

When a change of use occurs that increases the volume of discharge to the sewer system, regardless of whether a change in ownership has taken place, the capacity charge shall be based on the capacity charge for the new use less the existing capacity charge rate for the previous use. No refund shall be made in the case of reduced volume of discharge from a change of use. (Ord. 1809, 06/15/93)

Non-residential:

Meter size	~~(effective 1-1-07)~~	~~EFFECTIVE 7/1/12~~	EFFECTIVE 7/1/16
5/8"" or ~~3/4~~¾""	~~$2,410.00~~	~~$3,126.00~~	**$3,723**
1""	~~$4,300.00~~	~~$5,210.00~~	**$6,218**
1-1/2""	~~$8,600.00~~	~~$10,419.00~~	**$12,399**
2""	~~$8.80~~	~~$16,671.00~~	**$19,845**
3""		~~$31,257.00~~	**$37,233**
4""		~~$52,095.00~~	**$62,068**
6""		~~$104,191.00~~	**$124,099**
8""		~~$166,705.00~~	**$198,566**
10""		~~$239,639.00~~	**$285,468**

*gallon per day of estimated flow

Where the capacity charge is based on volume, said charge will initially be calculated based on an estimate of flowage to be submitted in writing by the customer and agreed upon by the City. The capacity charge will be adjusted based upon the volume of the highest consecutive 12 month period for the 36 months immediately following commencement of service for assessment of an additional capacity charge.

The Division shall review all industrial user accounts on an annual basis and assess an additional capacity charge when the annual average billable volume increased by 20% or more. The charge is calculated at the current volume less previously assessed capacity charge recalculated at then current rates.

Wastewater capacity associated with similar user classes may be transferred from one location to another with the approval of the Division. The location from which the wastewater capacity was transferred shall be without wastewater capacity until a subsequent purchaser of said location establishes a new capacity and fees for the new use. The transferor of the wastewater capacity is required to notify any subsequent purchaser of the property, which no longer has wastewater capacity, that such capacity does not exist. The City shall record an agreement between the transferor and the City with the County Recorder against the property without wastewater capacity rights. The agreement shall reference the legal description of the property without wastewater capacity and clearly indicate that wastewater capacity rights do not exist.

Exemption and Payment of Capacity Charges. Structures with a minimum of stem wall, and first floor existing on December 1, 1979, shall be exempt from the capacity charges. As of that date, the capacity charge is immediately due and payable upon, receipt of an application for connection to the sewerage system.

If connection is made to the sewerage system without appropriate permit, the capacity charge is immediately due and payable upon the earliest date that such permit was required. No connection to the sewerage system shall be made without the proper permit and payment of the capacity charge except as provided below for installment payments. (Ord. 1796, 03/16/93)

7-03-001-0010 WATER RATES

There shall be charged the following rates for all water furnished consumers and measured by meter on any service connection with City water mains for and during each monthly billing period.

The base monthly service charge applies whether the water meter is active or inactive. The monthly service charge is based on the fixed cost of operation and maintaining the water system so that the system is available to provide water to the parcel when water service is activated. Parcels with shutoff water meters will continue to pay base monthly service fee since water service is available and may be activated and used by the property owner at any time.:

A. Inside City Limits: The following monthly charges shall be effective with bills rendered on and after January 1, 1991.
Applicable sales taxes will be in addition to these charges. (Ord. 1681, 12/04/90)

Charge per one thousand (1,000) gallons of measured or estimated water use per month.

WATER RATE SCHEDULE

Monthly Base Service Charge:

Meter Size	7/1/11**6**	1/1/12**7**	1/1/13**8**	1/1/14**9**	1/1/15**20**
3/ 4""	**$14.01** $10.02	**$14.63** $11.38	**$15.27** $12.18	**$15.94** $13.03	**$16.64** $13.42
1""	**$16.50** $11.80	**$17.22** $13.40	**$17.98** $14.34	**$18.77** $15.34	**$19.60** $15.80
1 1/2½""	**$22.71** $16.25	**$23.71** $18.45	**$24.75** $19.74	**$25.84** $21.12	**$26.98** $21.75
2""	**$30.17** $21.58	**$31.50** $24.50	**$32.89** $26.22	**$34.33** $28.06	**$35.84** $28.90
3""	**$47.58** $34.03	**$49.67** $38.64	**$51.85** $41.34	**$54.14** $44.24	**$56.52** $45.57
4""	**$72.43** $51.82	**$75.62** $58.83	**$78.95** $62.95	**$82.42** $67.36	**$86.05** $69.38

6""	**$134.58**	**$140.50**	**$146.69**	**$153.14**	**$159.88**
	~~$96.28~~	~~$109.31~~	~~$116.96~~	~~$125.15~~	~~$128.91~~
8""	**$209.15**	**$218.36**	**$227.97**	**$238.00**	**$248.47**
	~~$149.64~~	~~$169.89~~	~~$181.78~~	~~$194.51~~	~~$200.34~~
10""	**$296.16**	**$309.19**	**$322.80**	**$337.00**	**$351.83**
	~~$211.89~~	~~$240.56~~	~~$257.40~~	~~$275.42~~	~~$283.68~~

VOLUME CHARGE

Monthly Water Use	**Volume Charge**				
Gallons	$/1,000 gal				
Single Family ~~—~~ Block Rate					
Single Family	7-1-11**6**	1-1-12**7**	1-1-13**8**	1-1-14**9**	1-1-15**20**
Tier 1 (0-3,~~7~~500)	**$2.89**	**$3.02**	**$3.15**	**$3.29**	**$3.44**
	~~2.07~~	~~2.34~~	~~2.51~~	~~2.68~~	~~2.77~~
Tier 2 (3,~~7~~501-6,~~4~~200)	**$3.75**	**$3.91**	**$4.09**	**$4.26**	**$4.45**
	~~2.69~~	~~3.05~~	~~3.26~~	~~3.49~~	~~3.59~~
Tier 3 (6,~~4~~201-11,~~7~~500)	**$5.77**	**$6.03**	**$6.29**	**$6.57**	**$6.86**
	~~4.13~~	~~4.69~~	~~5.02~~	~~5.37~~	~~5.53~~
Tier 4 (Over 11,~~7~~500)	**$11.55**	**$12.05**	**$12.59**	**$13.14**	**$13.72**
	~~8.26~~	~~9.38~~	~~10.04~~	~~10.74~~	~~11.06~~
Multi-family, Apts, Mobile home	**$3.72**	**$3.88**	**$4.05**	**$4.23**	**$4.42**
	~~2.66~~	~~3.02~~	~~3.23~~	~~3.45~~	~~3.56~~
Commercial, Schools	**$3.95**	**$4.12**	**$4.30**	**$4.49**	**$4.69**
	~~2.83~~	~~3.21~~	~~3.43~~	~~3.67~~	~~3.78~~
Northern Arizona University	**$3.95**	**$4.12**	**$4.30**	**$4.49**	**$4.69**
	~~2.73~~	~~2.95~~	~~3.15~~	~~3.37~~	~~3.47~~
Manufacturing	**$3.89**	**$4.07**	**$4.24**	**$4.43**	**$4.63**
	~~2.78~~	~~3.16~~	~~3.38~~	~~3.62~~	~~3.73~~
Lawn Meters	**$3.95**	**$4.12**	**$4.30**	**$4.49**	**$4.69**
	~~2.83~~	~~3.21~~	~~3.43~~	~~3.67~~	~~3.78~~
Hydrant meter	**$6.03**	**$6.30**	**$6.58**	**$6.87**	**$7.17**
	~~4.88~~	~~5.07~~	~~5.34~~	~~5.63~~	~~5.78~~
Standpipe – Water haulers	**$6.03**	**$6.30**	**$6.58**	**$6.87**	**$7.17**
	~~.88~~	~~5.07~~	~~5.34~~	~~5.63~~	~~5.78~~
Energy Component:					
Charge per one thousand (1,000) gallons, applied to all customer classes **(REFER TO SECTION D)**	~~.75~~				

Energy component cost ~~to~~ **WILL** be calculated annually based on a one-year rolling average of water related energy costs **AS PER SECTION D BELOW**.

PRIVATE FIRE PROTECTION

Inches Connection Size	Monthly Charge 1/1/11	1/1/12	1/1/13	1/1/14	1/1/15
4"	9.41	10.68	11.43	12.23	12.59
6"	27.33	31.02	33.19	35.52	36.58
8"	58.23	66.11	70.74	75.69	77.96

Rates for water sold or furnished to customers for use outside the City limits shall be one hundred ten percent (110%) the rates for water sold or furnished for use inside the City. (Ord. 1825, 12/07/93)

(Ord. No. 1681, Amended, 12/04/90; Ord. No. 1727, Amended, 12/03/91; Ord. No. 1796, Amended, 03/16/93; Ord. No. 1809, Amended, 06/15/93; Ord. No. 1825, Amended, 12/07/93; Ord. No. 1809, Amended, 06/15/93; Ord. No. 1825, Amended, 12/07/93; Ord. No. 1874, Amended, 06/20/95; Ord. No. 1944, Amended, 05/20/97; Ord. No. 1972, Amended, 04/21/98); (Ord. 2002-07, Amended, 07/16/2002; Ord. 2002-05, Amended, 05/21/2002; Ord. 2000-03, Amended, 03/07/2000; Ord. 1999, Amended, 07/06/1999); (Ord. No. 2006-27, Amended 11/05/2006); Amended Ord. No. 2010-23 (09/07/2010)

7-03-001-0011 WATER MAIN CAPACITY CHARGES

The water main capacity charges for all new service connections to be charged by the Finance Section is presented in the following schedule:

A. A capacity charge, as prescribed below, shall be assessed upon:

1. initial connection to the municipal water system, or;
2. any increase in meter size

B. The capacity charges for the various types of users are as follows:

SCHEDULE FOR CAPACITY CHARGES

Capacity Charge

Meter Size	Effective 7/1/~~09~~**16**	~~Effective 7/1/12~~	~~Effective 1/1/14~~	~~Effective 1/1/15~~
5/8 x ~~3/4~~¾	**$5,728** ~~2,160~~	~~5,013~~	~~5,497~~	~~5,891~~
1"	**$9,566** ~~3,600~~	~~8,371~~	~~9,180~~	~~9,819~~
1-1/2"	**$19,074** ~~7,200~~	~~16,692~~	~~18,304~~	~~19,638~~
2"	**$30,530** ~~11,520~~	~~26,717~~	~~29,298~~	~~31,420~~
3"	**$57,279** ~~21,600~~	~~50,126~~	~~54,968~~	~~58,913~~

4"	**$95,484** ~~36,000~~	~~83,560~~	~~91,632~~	~~98,188~~
6"	**$190,910** ~~CALCULATE~~	~~167,070~~	~~183,208~~	~~196,376~~
8"	**$305,468** ~~CALCULATE~~	~~267,322~~	~~293,144~~	~~314,201~~
10"	**$439,157** ~~CALCULATE~~	~~384,316~~	~~421,440~~	~~451,664~~

Meters will be sized using the American Water Works Association Manual, AWWA No. M22. Sizing will be submitted to the City Utilities Department by the developer or owner for City review.

All capacity charges for connections larger than four inches (4") shall be based on proration of mid range flow gallons per minute (gpm) of a 5/8 x 3/4" inch meter divided into the mid range flow of the meter to be evaluated. The resulting number shall be used as a multiplier times the capacity fee for a 5/8 x 3/4 inch meter to determine the large meter capacity fee. Meters will be sized using American Water Works Association Manual, AWWA No. M22. Sizing will be submitted to the City by the developer or owner for City review.

Where the capacity charge is based on volume, said charge will initially be calculated based on an estimate of flowage agreed upon by the City and the customer and will be adjusted based upon the volume of the highest consecutive 12 month period for the 36 months immediately following commencement of service or assessment of an additional capacity charge.

When the capacity charge results from an increase in meter size the charge shall be adjusted to the difference between the charge for the new size meter and the charge for the previous size meter.

C. The Division shall review all customer accounts with meters larger than 4" on an annual basis and assess as additional capacity charge when the annual average demand increases by 20% or more. The additional capacity charge will be calculated using the recommended meter size by AWWA Manual No. 22 or equating to equivalent 5/8 x 3/4 inch meters but substituting for demand the difference between actual current demand, as determined by the previous 12 month average, and the demand used to calculate the previous capacity charge assessed upon the customer. (Ord. 1681, 12/04/90)

(Ord. No. 1681, Amended, 12/04/90; Ord. No. 1944, Amended, 05/20/97); (Ord. 2002-05, Amended, 05/21/2002); (Ord. No. 2006-27, Amended, 11/05/2006); (Amended, Ord. No. 2010-23; 09/07/2010)

7-03-001-0014 WATER CONSERVATION

A. Definitions:

Single Family Residential, and all lawn meter rates shall increase to 150% of the established rate for any water consumption between 6,4**2**01 and 11,7**5**00 gallons. Rates shall increase to 200% of the established rate for any water consumption greater than 11,7**5**01 gallons per billing cycle. Rate increases shall take effect with the billing cycle(s) following the implementation of Strategy II.

(Ord. No. 1568, Enacted, 07/05/88; Ord. No. 2003-06, Enacted, 04/01/03; Ordinance No. 2004-23, Enacted December 7, 2004; Amended, Ord. No. 2010-15, 09/07/10)

SECTION 2. Title 12, *Floodplains*, of the Flagstaff City Code is hereby amended as follows:

12-02-002-003 SCHEDULE OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES

There is hereby adopted the following schedule of stormwater management utility service charges and fees for the purpose of funding all or any portion of the City's Stormwater Management Utility Service programs.

(a) STORMWATER MANAGEMENT UTILITY SERVICE CHARGE. Unless amended, adjusted, or repealed by a City Council, a periodic stormwater management utility service charge is hereby imposed on any and every property, lot, or parcel of land in the City of Flagstaff, except as may be altered by an exemption, credit, offset or other adjustment to the service charge, in the following manner:

1) Detached single-family residential property, lots, or parcels of land shall be charged based on the following tiered system:

~~**Tier**~~	~~**Impervious Area Range in Square Feet**~~	~~**Charge per Month**~~
~~Tier 1~~	~~200 – 1,500~~	~~$0.92~~
~~Tier 2~~	~~1,501-3,000~~	~~$1.84~~
~~Tier 3~~	~~3,001-4,500~~	~~$2.76~~
~~Tier 4~~	~~4,501-6,000~~	~~$3.68~~
~~Tier 5~~	~~> 6,000~~	~~$4.60~~

Effective ~~June 1, 2007~~**JULY 1, 2016**, the Stormwater Management Utility Service Charge shall ~~be~~ increase~~d~~ incrementally **ACCORDING TO THE FOLLOWING TABLE**: ~~each year through June 1, 2010, for detached single-family~~.

Effective Date	Increase Amount	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
~~June 1, 2007~~ **July 1, 2016**	~~$0.10~~ **$0.08**	~~$1.02~~ **$1.38**	~~$2.04~~ **$2.76**	~~$3.06~~ **$4.14**	~~$4.08~~ **$5.52**	~~$5.10~~ **$6.90**
~~June 1, 2008~~ **January 1, 2017**	~~$0.10~~ **$0.09**	~~$1.12~~ **$1.47**	~~$2.24~~ **$2.94**	~~$3.36~~ **$4.41**	~~$4.48~~ **$5.88**	~~$5.60~~ **$7.35**
~~June 1, 2009~~ **January 1, 2018**	~~$0.10~~ **$0.09**	~~$1.22~~ **$1.56**	~~$2.44~~ **$3.12**	~~$3.66~~ **$4.68**	~~$4.88~~ **$6.24**	~~$6.10~~ **$7.80**
~~June 1, 2010~~ **January 1, 2019**	~~$0.08~~ **$0.10**	~~$1.30~~ **$1.66**	~~$2.60~~ **$3.32**	~~$3.90~~ **$4.98**	~~$5.20~~ **$6.64**	~~$6.50~~ **$8.30**
January 1, 2020	**$0.10**	**$1.76**	**$3.52**	**$5.28**	**$7.04**	**$8.80**

(Amended 04/17/2007; Ord. No. 2007-26)

2) All other properties, lots, or parcels of land not classified as detached single-family residential property, unless exempted pursuant to Section 12-02-002-0005, shall be charged ~~$0.92~~ **$1.38** per month for each Equivalent Rate Unit, or increment thereof, located on the property, lot, or parcel of land.

Effective ~~June 1, 2007~~ **JULY 1, 2016**, all other properties, lots, or parcels of land not classified as detached single-family residential property shall be charged according to the following table for each Equivalent Rate Unit, or increment thereof, located on the property, lot, or parcel of land:

Effective Date	Incremental Increase	Total Rate per ERU
~~June 1, 2007~~ **JULY1, 2016**	~~$0.10~~ **$0.08**	~~$1.02~~ **$1.38**
~~June 1, 2008~~ **JANUARY 1, 2017**	~~$0.10~~ **$0.09**	~~$1.12~~ **$1.47**
~~June 1, 2009~~ **JANUARY 1, 2018**	~~$0.10~~ **$0.09**	~~$1.22~~ **$1.56**
~~June 1, 2010~~ **JANUARY 1, 2019**	~~$0.08~~ **$0.10**	~~$1.30~~ **$1.66**
JANUARY 1, 2020	**$0.10**	**$1.76**

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

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

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date.

This ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 19th day of April, 2016.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

We are a Utility for the People,

Not for Profit

WATER, WASTEWATER & STORMWATER RATES AND USER FEES-ORDINANCE

APRIL 5, 2016

Council Direction February 17, 2016

Summary of Council recommendations

Water Fund 4.3% @ ~24% debt

0.1% directed ~$140k towards Water Conservation

4.4% annual increase for 5 years

- Rate Structure Change-lowered residential tier rate levels
- No Tiered Rates for Commercial ,NAU or Mfg

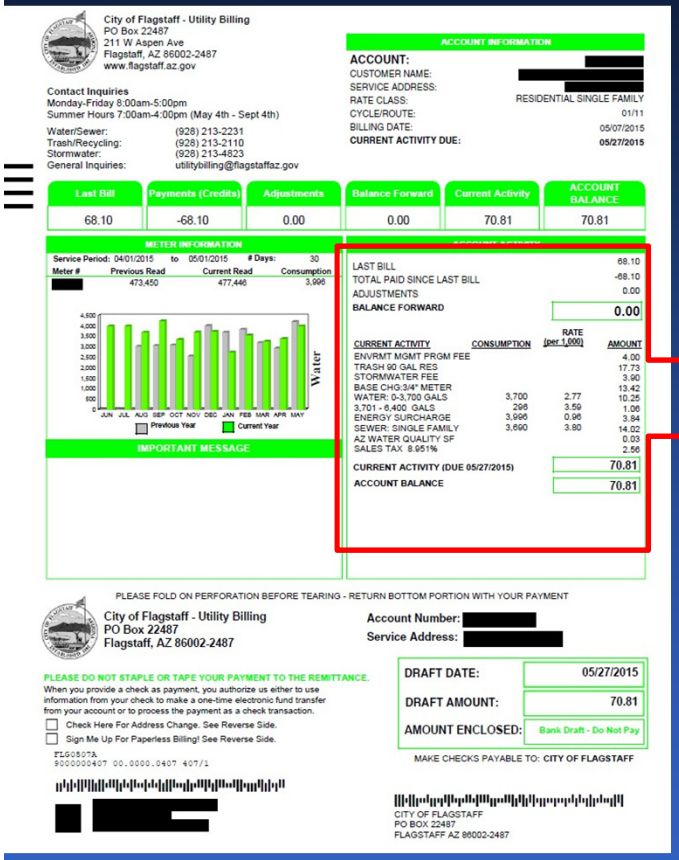
Wastewater *7% annual increase for 5 years*- 20% debt

Stormwater *6% annual increase for 5 years* with no debt with future discussion of Rio de Flag option

Capacity Fees -Water Option 1 and Wastewater Option 1

Rates and Capacity Fees Effective 7-1-2016

AVERAGE RESIDENTIAL CUSTOMER



City of Flagstaff - Utility Billing
PO Box 22487
211 W Aspen Ave
Flagstaff, AZ 86002-2487
www.flagstaff.az.gov

Contact Inquiries
Monday-Friday 8:00am-5:00pm
Summer Hours 7:00am-4:00pm (May 4th - Sept 4th)
Water/Sewer: (928) 213-2231
Trash/Recycling: (928) 213-2110
Stormwater: (928) 213-4823
General Inquiries: utilitybilling@flagstaffaz.gov

ACCOUNT INFORMATION
ACCOUNT: [redacted]
CUSTOMER NAME: [redacted]
SERVICE ADDRESS: [redacted]
RATE CLASS: RESIDENTIAL SINGLE FAMILY
CYCLE/ROUTE: 01/11
BILLING DATE: 05/07/2015
CURRENT ACTIVITY DUE: 05/27/2015

Last Bill	Payments (Credits)	Adjustments	Balance Forward	Current Activity	ACCOUNT BALANCE
68.10	-68.10	0.00	0.00	70.81	70.81

METER INFORMATION
Service Period: 04/01/2015 to 05/01/2015 # Days: 30

Meter #	Previous Read	Current Read	Consumption
[redacted]	473,450	477,446	3,996

IMPORTANT MESSAGE

CURRENT ACTIVITY	CONSUMPTION	RATE (per 1,000)	AMOUNT
LAST BILL			68.10
TOTAL PAID SINCE LAST BILL			-68.10
ADJUSTMENTS			0.00
BALANCE FORWARD			0.00
ENVRMT MGMT PRGM FEE			4.00
TRASH 90 GAL RES			17.73
STORMWATER FEE			3.90
BASE CHG:3/4" METER			13.42
WATER: 0-3,700 GALS	3,700	2.77	10.25
3,701 - 6,400 GALS	296	3.59	1.06
ENERGY SURCHARGE	3,996	0.96	3.84
SEWER: SINGLE FAMILY	3,690	3.80	14.02
AZ WATER QUALITY SF			0.03
SALES TAX 8.951%			2.56
CURRENT ACTIVITY (DUE 05/27/2015)			70.81
ACCOUNT BALANCE			70.81

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT

City of Flagstaff - Utility Billing
PO Box 22487
Flagstaff, AZ 86002-2487

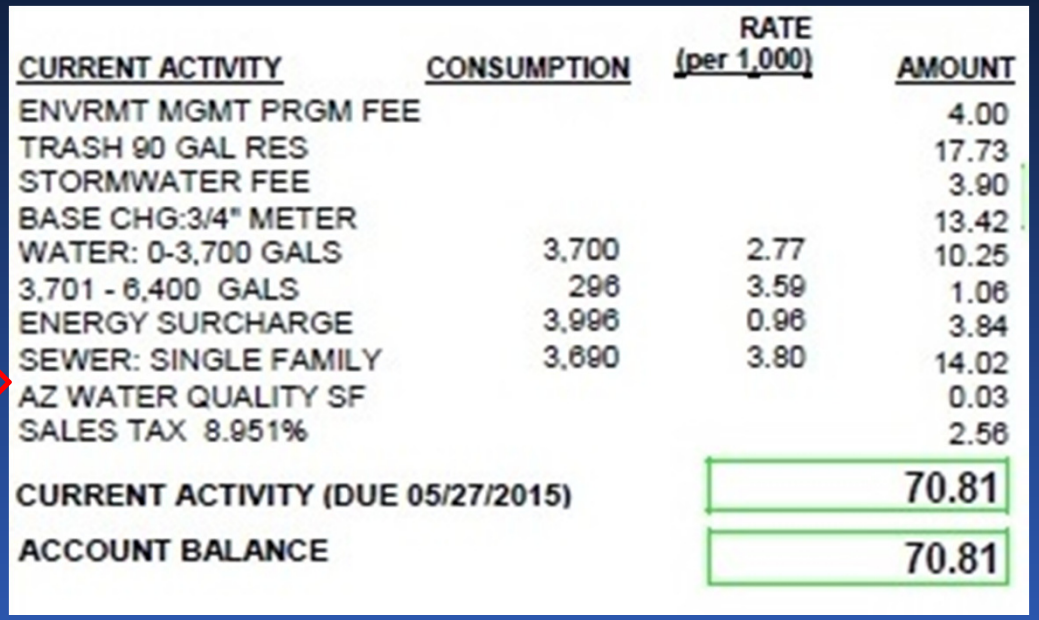
Account Number: [redacted]
Service Address: [redacted]

PLEASE DO NOT STAPLE OR TAPE YOUR PAYMENT TO THE REMITTANCE.
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
☐ Check Here For Address Change. See Reverse Side.
☐ Sign Me Up For Paperless Billing! See Reverse Side.

DRAFT DATE: 05/27/2015
DRAFT AMOUNT: 70.81
AMOUNT ENCLOSED: Bank Draft - Do Not Pay

MAKE CHECKS PAYABLE TO: CITY OF FLAGSTAFF

CITY OF FLAGSTAFF
PO BOX 22487
FLAGSTAFF AZ 86002-2487



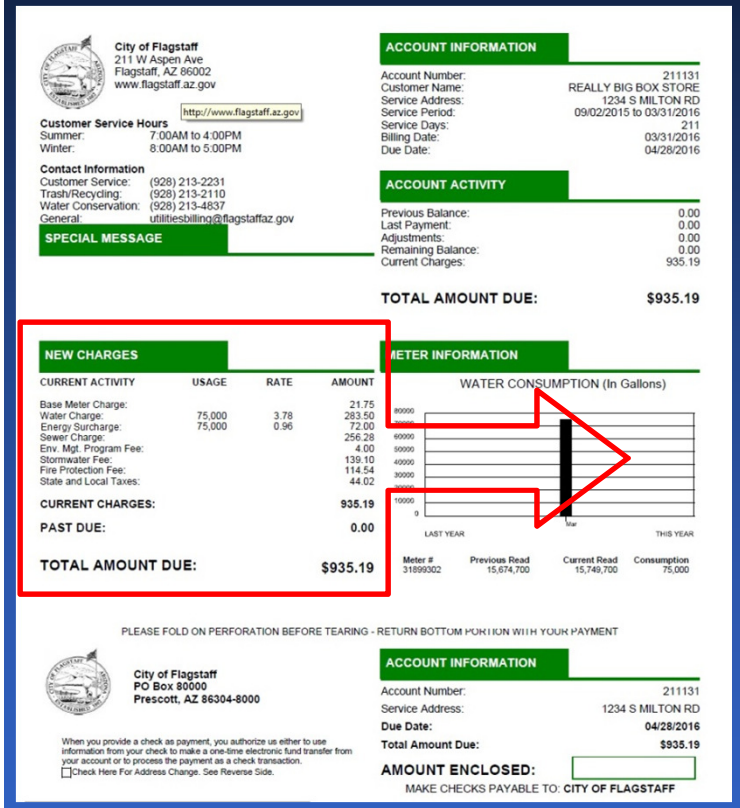
CURRENT ACTIVITY	CONSUMPTION	RATE (per 1,000)	AMOUNT
ENVRMT MGMT PRGM FEE			4.00
TRASH 90 GAL RES			17.73
STORMWATER FEE			3.90
BASE CHG:3/4" METER			13.42
WATER: 0-3,700 GALS	3,700	2.77	10.25
3,701 - 6,400 GALS	296	3.59	1.06
ENERGY SURCHARGE	3,996	0.96	3.84
SEWER: SINGLE FAMILY	3,690	3.80	14.02
AZ WATER QUALITY SF			0.03
SALES TAX 8.951%			2.56
CURRENT ACTIVITY (DUE 05/27/2015)			70.81
ACCOUNT BALANCE			70.81

4000 GALLON WATER USAGE – Ordinance

- Monthly Water Increase: $1.26/mo
- Monthly Sewer Increase: $1.00/mo
- Monthly Stormwater Increase: $0.24mo

Total Increase = $2.50 per Month
or ~$30 per year

BIG BOX STORE COMMERCIAL CUSTOMER



City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86002
www.flagstaff.az.gov

http://www.flagstaff.az.gov

Customer Service Hours
Summer: 7:00AM to 4:00PM
Winter: 8:00AM to 5:00PM

Contact Information
Customer Service: (928) 213-2231
Trash/Recycling: (928) 213-2110
Water Conservation: (928) 213-4837
General: utilitiesbilling@flagstaffaz.gov

SPECIAL MESSAGE

ACCOUNT INFORMATION

Account Number:	211131
Customer Name:	REALLY BIG BOX STORE
Service Address:	1234 S MILTON RD
Service Period:	09/02/2015 to 03/31/2016
Service Days:	211
Billing Date:	03/31/2016
Due Date:	04/28/2016

ACCOUNT ACTIVITY

Previous Balance:	0.00
Last Payment:	0.00
Adjustments:	0.00
Remaining Balance:	0.00
Current Charges:	935.19

TOTAL AMOUNT DUE: $935.19

NEW CHARGES

CURRENT ACTIVITY	USAGE	RATE	AMOUNT
Base Meter Charge:			21.75
Water Charge:	75,000	3.78	283.50
Energy Surcharge:	75,000	0.96	72.00
Sewer Charge:			256.28
Env. Mgt. Program Fee:			4.00
Stormwater Fee:			139.10
Fire Protection Fee:			114.54
State and Local Taxes:			44.02
CURRENT CHARGES:			935.19
PAST DUE:			0.00
TOTAL AMOUNT DUE:			$935.19

METER INFORMATION

WATER CONSUMPTION (In Gallons)

Meter #	Previous Read	Current Read	Consumption
31899302	15,674,700	15,749,700	75,000

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT

City of Flagstaff
PO Box 80000
Prescott, AZ 86304-8000

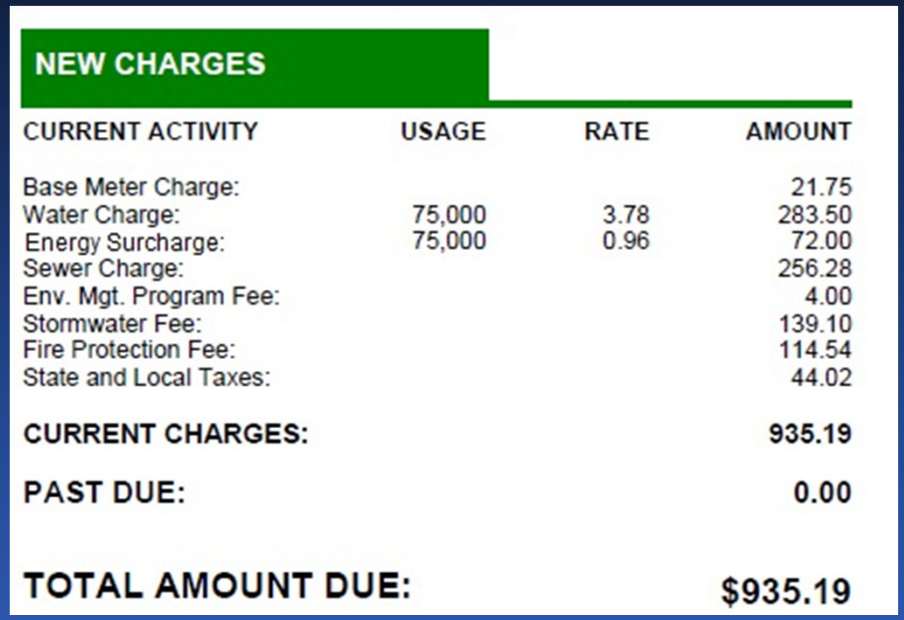
When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
☐ Check Here For Address Change. See Reverse Side.

ACCOUNT INFORMATION

Account Number:	211131
Service Address:	1234 S MILTON RD
Due Date:	**04/28/2016**
Total Amount Due:	**$935.19**

AMOUNT ENCLOSED:

MAKE CHECKS PAYABLE TO: **CITY OF FLAGSTAFF**



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Stormwater Fee:			139.10
Fire Protection Fee:			114.54
State and Local Taxes:			44.02
CURRENT CHARGES:			935.19
PAST DUE:			0.00
TOTAL AMOUNT DUE:			$935.19

75,000 GALLON WATER USAGE – Ordinance

- Monthly Water Increase: $11.88/mo
- Monthly Sewer Increase: $21.69/mo
- Monthly Stormwater Increase: $8.56mo

Total Increase = $42.13 per Month
or ~$506 per year

RATES-ORDINANCE 2016-23

Fixed Monthly Charge
Ordinance 2016-23

Description	Current	7-1-16	1-1-17	1-1-18	1-1-19	1-1-20
Meter Size	Monthly Base Charge by Meter					
3/4"	$ 13.42	$ 14.01	$ 14.63	$ 15.27	$ 15.94	$ 16.64
1"	15.80	16.50	17.22	17.98	18.77	19.60
1 1/2"	21.75	22.71	23.71	24.75	25.84	26.98
2"	28.90	30.17	31.50	32.89	34.33	35.84
3"	45.57	47.58	49.67	51.85	54.14	56.52
4"	69.38	72.43	75.62	78.95	82.42	86.05
6"	128.91	134.58	140.50	146.69	153.14	159.88
8"	200.34	209.15	218.36	227,97	238.00	248.47
10"	283.68	296.16	309.19	322.80	337.00	351.83

WILLDAN
Financial Services

Water Rates-Ordinance 2016-23

			Flow Charge per 1,000 Gallons-Inside City					
		Monthly Water Use						
Customer Class		Tier Range	Current	7-1-16	1-1-17	1-1-18	1-1-19	1-1-20
Residential-SFH	Tier 1	0-3,500 Gal/mo *0-3,700*	$2.77	$2.89	$3.02	$3.15	$3.29	$3.44
Residential-SFH	Tier 2	3,501-6,200 Gal/mo *3,701-6,400*	$3.59	$3.75	$3.91	$4.09	$4.26	$4.45
Residential-SFH	Tier 3	6,201-11,500 Gal/mo *6,401-11,700*	$5.53	$5.77	$6.03	$6.29	$6.57	$6.86
Residential-SFH	Tier 4	Over 11,500 Gal/mo *11,701*	$11.06	$11.55	$12.05	$12.59	$13.14	$13.72
Multi-family,Apts,Mobile		All usage	$3.56	$3.72	$3.88	$4.05	$4.23	$4.42
Commercial, Schools		All usage	$3.78	$3.95	$4.12	$4.30	$4.49	$4.69
Northern Arizona University		All usage	$3.47	$3.95	$4.12	$4.30	$4.49	$4.69
Manufacturing		All usage	$3.78	$3.89	$4.07	$4.24	$4.43	$4.63
Lawn Meters		All usage	$3.73	$3.95	$4.12	$4.30	$4.49	$4.69
Standpipe – Water haulers		All usage	$5.78	$6.03	$6.30	$6.58	$6.87	$7.17
Energy Component:		All usage	$.96					

WILLDAN Financial Services

Sewer Rates-Ordinance 2016-23

Table S-8 **Rate Option 2**
Sewer
Sewer Rate Structure - Flow Charges

		Flow Charge per 1,000 Gallons - Inside City					
Rate Code	**Customer Class**	**FY 15**	**FY 16**	**FY 17**	**FY 18**	**FY 19**	**FY 20**
R1	Single Family	$3.80	$4.07	$4.36	$4.67	$5.00	$5.35
R2	Multi-Family	3.80	4.07	4.36	4.67	5.00	5.35
R3	Multi-Family	3.80	4.07	4.36	4.67	5.00	5.35
R4	Single Family	3.80	4.07	4.36	4.67	5.00	5.35
CW	Car Washes	3.82	4.09	4.38	4.69	5.02	5.38
L	Laundromats	3.92	4.20	4.50	4.82	5.16	5.53
C	Commercial	4.02	4.31	4.62	4.95	5.30	5.68
H	Hotels & Motels	5.38	5.76	6.17	6.61	7.08	7.58
RF	Restaurants	6.46	6.92	7.41	7.93	8.49	9.09
IL	Industrial Laundries	5.94	6.36	6.81	7.29	7.81	8.36
MN	Manufacturing	4.32	4.63	4.96	5.31	5.69	6.09
PF	Pet Food Manufacturers	9.48	10.15	10.87	11.64	12.46	13.34
SD	Soft Drink Bottling	7.51	8.04	8.61	9.22	9.87	10.57
IC	Ice Cream Cone Manufacturing	11.73	12.56	13.44	14.39	15.40	16.48
NA	NAU	3.48	3.73	4.00	4.28	4.58	4.91

*Outside City rates 1.10x higher
**Slight percentage differences in rates above from year to year may occur due to rounding.

WILLDAN Financial Services

Stormwater Rates-Ordinance 2016-23

Table SW-6 **Option 2**
Stormwater
Stormwater Rates per ERU

	Stormwater Rate per ERU					
	FY 15	**FY 16**	**FY 17**	**FY 18**	**FY 19**	**FY 20**
1 ERU	$ 1.30	$ 1.38	$ 1.47	$ 1.56	$ 1.66	$ 1.76
Avg. Single Family Residential (3 ERUs)	$ 3.90	$ 4.14	$ 4.41	$ 4.68	$ 4.98	$ 5.28
Monthly $ Change		$ 0.24	$ 0.27	$ 0.27	$ 0.30	$ 0.30

**Rates presented in this table could differ slightly from % increases quoted in report due to rounding.

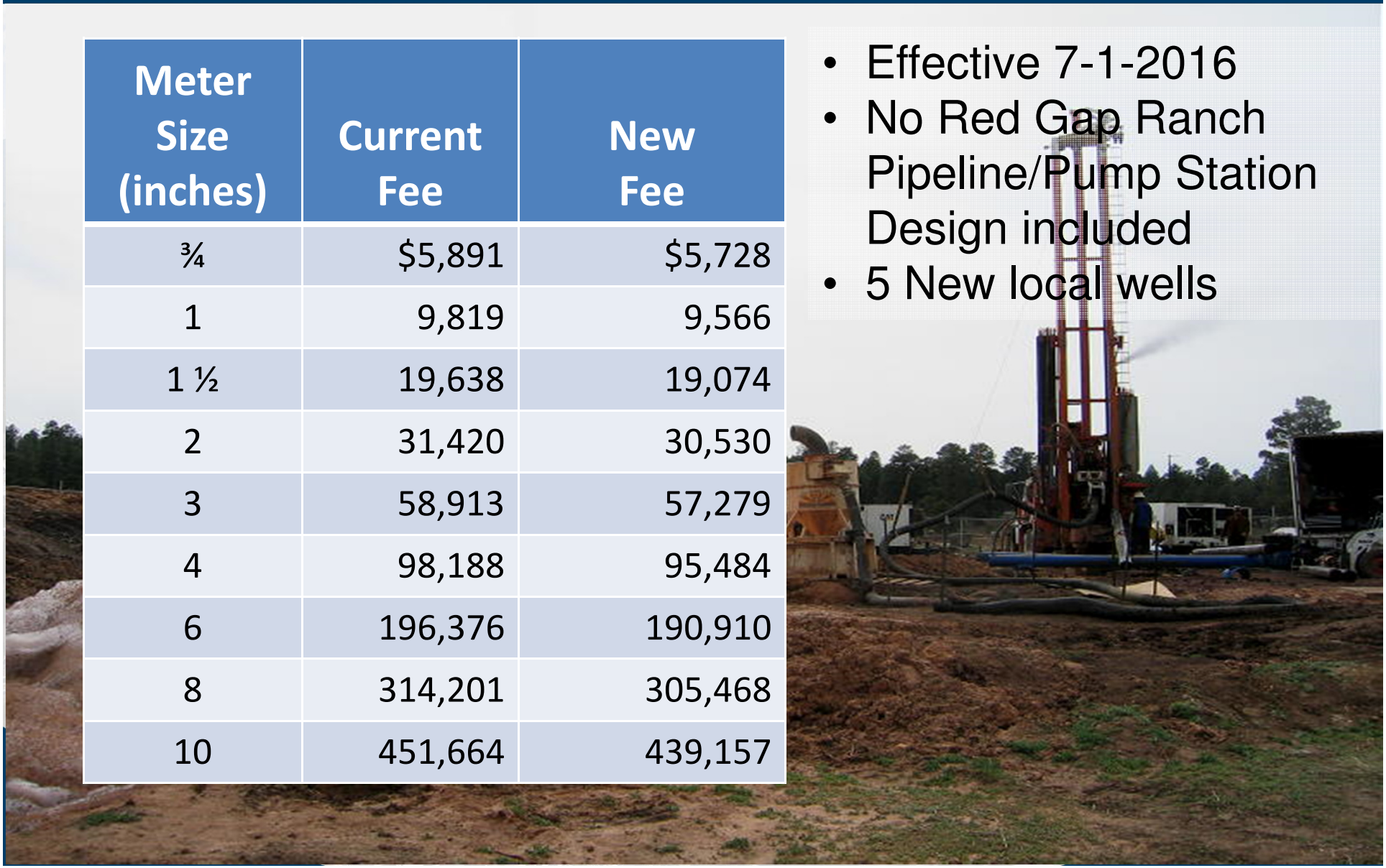
WILLDAN Financial Services

Capacity Fees

Water Capacity Fees-New Growth

Meter Size (inches)	Current Fee	New Fee
¾	$5,891	$5,728
1	9,819	9,566
1 ½	19,638	19,074
2	31,420	30,530
3	58,913	57,279
4	98,188	95,484
6	196,376	190,910
8	314,201	305,468
10	451,664	439,157

- Effective 7-1-2016
- No Red Gap Ranch Pipeline/Pump Station Design included
- 5 New local wells



Sewer Capacity Fees-New Growth

Meter Size (inches)	Current Fee	New Fee
¾	$3,126	$3,723
1	5,210	6,218
1 ½	10,419	12,399
2	16,671	19,845
3	31,257	37,233
4	52,095	62,068
6	104,191	124,099
8	166,705	198,566
10	239,639	285,468

Effective 7-1-2016
Includes Increased Solids Handling WWTP

❖ *Water Commission recommendation*

WILLDAN Financial Services

PROPOSED BUY-IN CAPACITY FEE – IMPACT TO HOME BUILDERS

Single Family Home-1,200 to 3,000 sqft
New ¾ " Water Meter and Sewer Tap – Ordinance 2016-23

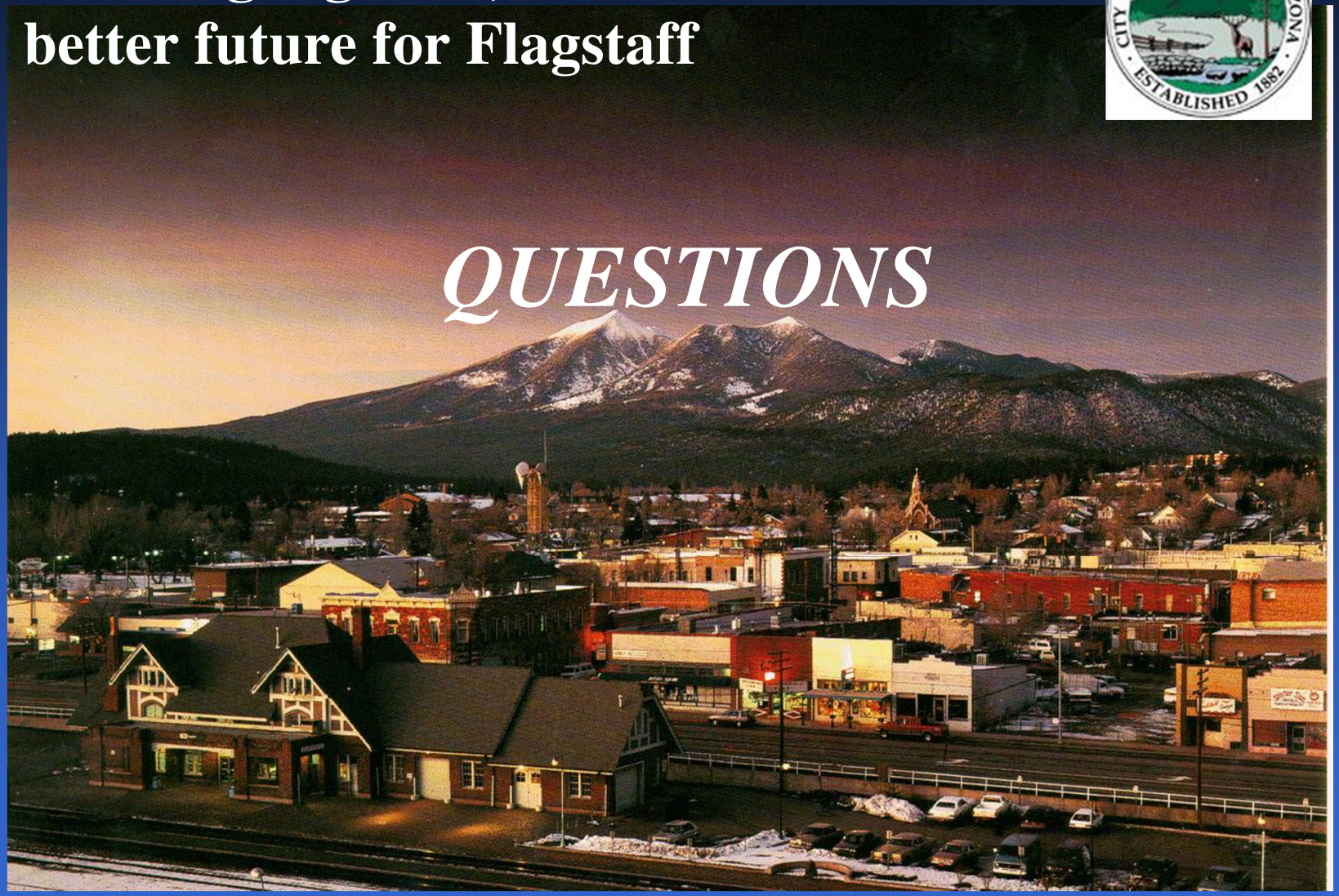
Buy In Capacity Fee for New Development	**FY2011-2016 Current Fee**	**New Fee**	Change
Water Capacity Fee	$5,891	$5,728	*-$163*
Sewer Capacity Fee	$3,126	$3,723	*+$597*
Total Buy In Fee	$9,017	$9,451	*$434*

Total Increase = $434
One-Time adjustment
Valid 7-1-2016

Goals Accomplished:

- Financial Stability of Utility Business to maintain high levels of customer service
- Achieving Debt Service Goals
- Achieving Water Conservation funding including rebates
- Lowered residential Tiered rate structure to encourage additional water conservation
- Achieving the replacement of undersized and aging infrastructure

Working together, we can build a better future for Flagstaff



QUESTIONS

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Evans to place on a future agenda a discussion on an Additional Next Neighborhood Plan to be Southside

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Evans has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there is a majority of Council interested in placing it on a future agenda.

INFORMATION:

None

Attachments:

No file(s) attached.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Elizabeth A. Burke, City Clerk
Date:	03/30/2016
Meeting Date:	04/05/2016

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Nabours to place on a future agenda a discussion on a Change to the Summer Break Dates

RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Nabours has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there is a majority of Council interested in placing it on a future agenda.

INFORMATION:

None

Attachments:

No file(s) attached.